



City of Pekin

**REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 10, 2019
5:30 PM**

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	City Council - Special Meeting - May 31, 2019 1:00 PM
4.2.	City Council - Rescheduled/Changed - May 28, 2019 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Accounts Payable Check Run ACTION REQUESTED: Receive and File Proof List 5-31-19 and 5-31-19 April FY19.
6.2.	Tazewell County Animal Control Billing - May 2019 ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – May 2019
6.3.	Receive Bids for the 2019 Sidewalk Improvement Project ACTION REQUESTED: Receive and File four bids for the 2019 Sidewalk Improvement Project opened June 5, 2019.
6.4.	Receive and File Bids for the 2019 Front Street and 5th Street Sewer Lining Project ACTION REQUESTED: Receive and File three bids received for this project opened May 21, 2019.
7.	Presentations
7.1.	Bodyworks Ordinance - Becky Sabin
7.2.	Court Street Funding Options & Priorities
8.	New Business

8.1.	Lease Agreement With GFI Digital For Copier Equipment ACTION REQUESTED: To approve a 63 month lease with GFI Digital for 13 copiers covering all Departments and Facilities.
8.2.	Agreement with Cloudpoint Geographics, Inc. for Geographic Information System (GIS) Services ACTION REQUESTED: To approve the two year agreement with Cloudpoint Geographics, Inc. for GIS Services in the amount of \$178,800.00.
8.3.	Resolution No. 9-19/20 Authorization to Proceed with Letter of Intent for Airport Solar Project ACTION REQUESTED: To adopt Resolution No. 9-19/20.
8.4.	Ordinance No. 2835-19/20 Ordinance Title 1, Chapter 12, Section 3 B(e) of the Administrative Adjudication of Non Vehicular Code Violations of the Code of the City of Pekin ACTION REQUESTED: Adopt Ordinance No. 2835-19/20 an amendment to address the minimum fine amount for Trucks Off Truck Routes Raising it from \$150 to \$500.
8.5.	Award 2019 Sidewalk Improvement Project Contract to Otto Baum Company Inc. ACTION REQUESTED: To award the 2019 Sidewalk Improvement Project contract in the amount of \$92,553.72 to Otto Baum Company Inc.
8.6.	Award the Contract for the Front Street and 5th Street Sewer Lining Project ACTION REQUESTED: To award the contract for the Front Street and 5th Street Sewer Lining Project to Hoerr Construction in the amount of \$187,406.00.
8.7.	Occupancy License Agreements with Tazewell & Peoria Railroad, Inc. for Front Street Storm Sewer ACTION REQUESTED: To approve two Occupancy License Agreements with Tazewell and Peoria Railroad, Inc. to allow for the installation of new Storm Sewer Outfalls required for the reconstruction of Front Street.
8.8.	Agreement with St. John's Lutheran Church for a Storm Water Sewer Easement ACTION REQUESTED: To approve the easement agreement with St. John's Evangelical Lutheran Church for a storm water sewer easement for the Vista Grande Storm Water Project.

8.9.	Resolution No. 8-19/20 Independent Contractor Agreement for FY20 Economic Development Services ACTION REQUESTED: Adopt Resolution No. 8-19/20.
8.10.	Resolution No. 6-19/20 Intergovernmental Agreement with Greater Peoria Mass Transit District for 2019-2020 Transit Service in Pekin ACTION REQUESTED: Adopt Resolution No. 6-19/20 approving an agreement with GPMTD not to exceed an annual payment of \$205,000.00.
8.11.	Resolution No. 7-19/20 Authorization to Intervene in Property Assessment Appeal Kroger Limited Partnership I PIN 04-04-35-456-004 ACTION REQUESTED: Adopt Resolution No. 7-19/20.
8.12.	Resolution No. 5-19/20 A Resolution Regarding Authorization of Demolition of 1407 S 6th Street ACTION REQUESTED: To adopt Resolution No. 5-19/20 authorizing the demolition of 1407 S. 6 th Street.
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c)
11.	Adjourn

Column 2 Key:

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

 PROCEEDINGS OF THE SPECIAL MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON FRIDAY MAY 31, 2019 AT 1:00 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Luft.

The Clerk confirmed that all Council Members were present. A quorum was declared.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	12:45 PM
Rick Hilst	Councilman	Present	12:44 PM
Karen Hohimer	Councilwoman	Present	12:43 PM
Lloyd Orrick	Mayor Pro-Tem	Present	12:43 PM
John P Abel	Councilman	Present	12:43 PM
Mark Luft	Mayor	Present	12:43 PM

APPROVE AGENDA

3.1. Motion to: **Approve the Agenda as presented.**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

PUBLIC INPUT

Jim Mangan stated that he had brought to Council's attention three times previously that the public was unable to pay the wastewater portion of the utility invoice without paying the garbage fee first. He felt this was a disservice to limited-income citizens, presenting the possibility of the water being shutoff for nonpayment.

John McNish expressed congratulations to Dave Nutter for being considered as the appointed person to fill the vacancy on the Council. With the recent heavy rains, he also thanked the yard crew for the extra efforts in picking up wet yard waste bags.

Lenard Grey addressed the Council regarding the residents of Arrow Street's concern that Tucker Plumbing had not maintained the natural-flow drain that was installed to reduce water runoff from above their properties.

NEW BUSINESS

5.1. **Resolution No. 4-19/20**

Pursuant to 65 ILCS 5/5-2-12 (g.) and 1-5-2 of the Code of the City of Pekin David B. Nutter is hereby appointed to fill the vacancy in the position of Council Member and complete the unexpired term of Council Member James A. Schramm effective May 31, 2019 until the first regular meeting of May 2021.

Minutes Acceptance: Minutes of May 31, 2019 1:00 PM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

OATH OF OFFICE

City Clerk Sue McMillan administered the Oath of Office to David B. Nutter. Upon completion he took his seat at the dais to complete the 7 member Council.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Nutter expressed his gratitude for the appointment to the Council and the opportunity to serve in a positive manner. Council Members expressed congratulations and welcoming comments to Mr. Nutter.

ADJOURN

No further business to come before the Council, motion was made by Council Member Garrison, seconded by Council Member Orrick to adjourn. Mayor Luft adjourned the meeting at 1:15 PM.

Minutes Acceptance: Minutes of May 31, 2019 1:00 PM (Approval of Minutes)

 PROCEEDINGS OF THE RESCHEDULED/CHANGED
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON TUESDAY MAY 28, 2019 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE - POLICE AND FIREFIGHTER OF THE YEAR

The Pledge of Allegiance was led by Mayor Mark Luft.

Roll was called and all Council Members were physically present. A quorum was declared.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:51 PM
Rick Hilst	Councilman	Present	5:52 PM
Karen Hohimer	Councilwoman	Present	5:47 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:50 PM
John P Abel	Councilman	Present	5:48 PM
Mark Luft	Mayor	Present	5:53 PM

APPROVE AGENDA

3.1. Motion to: **Approve Agenda**

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

MINUTES APPROVAL

4.1. City Council - Regular Meeting - May 13, 2019 5:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, John P Abel
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

PUBLIC INPUT

Glen Johnson strongly recommended that Council approved Business item 7.4 for Midwest Engineering Associates to perform a study for Brentwood Ditch and Lake Kennedy.

Having walked the ditch in question, Cindy Johnson also ask that Council approve the Brentwood Ditch Study as a first step to develop a plan to address the erosion issues the residents of Lake Kennedy were witnessing.

Jerry Stark requested Council adopt the recommendation of the Traffic Safety Committee to restrict parking on Derby Street. Residents of Peoria and Morton Streets found it difficult to pull on to Derby Street when parked cars for a local business were obstructing traffic.

CONSENT AGENDA

6.1. Police Department Monthly Stats - April 2019

6.2. Police Department Monthly Stats - March 2019

Minutes Acceptance: Minutes of May 28, 2019 5:30 PM (Approval of Minutes)

- 6.3. Tazewell County Animal Control Billing - April 2019
- 6.4. April 2019 Building Report
- 6.5. April 10, 2019 Minutes of Pekin Plan Commission
- 6.6. April 10, 2019 Minutes of Pekin Zoning Board of Appeals
- 6.7. Liquor Commission Minutes Dated March 28, 2019
- 6.8. Accounts Payable Check Run
- 6.9. Monthly Revenues and Expenditures Report March 2019
- 6.10. Bids for 19-00000-00-GM Sheridan Road Mill and Overlay
- 6.11. Resolution No. 2-19/20 Annual Appointments Resolution

6.12. Motion to: **Approve Consent Agenda**

Mayor Luft presented the 11 items of the Consent Agenda for consideration. Finance Director Bruce Marston advised the Council that item 6.9 Revenues and Expenditure Report would become a monthly document in the Consent Agenda along with the Accounts Payable Check Runs from his department. Mr. Marston explained figures in the report that might be questioned and adjustments that would need to be made. He told the Council that financially the City was doing fairly well in March. The Consent Agenda was approved by Omnibus vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Mark Luft
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

NEW BUSINESS

7.1. **2019 CDBG Action Plan**

City Manager, Mr. Mark Rothert, introduced Ms. Melissa Eaton as the Program Manager who is available to answer questions. Mr. Rothert also briefly described the CDBG Program.

Council Member Orrick inquired as to how much was spent on owner occupied rehab. Ms. Eaton explained that maybe \$3,000, the number was low. Mr. Rothert explained that there had been some emergency repairs, but due to turnover it was difficult.

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

7.2. **Request for Special Use Authorization for an Auto and Tire Repair Shop Use at 914 S. 2nd Street**

Building Inspector, Mr. John Lebegue, explained the item was previously tabled for 60 days to for consideration of a special use to allow Mr. Mackey to take action and to stop all unauthorized activities and clean up the property. The property had previously been used as an auto center.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Rick Hilst, Councilman
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

7.3. Request for Special Use Authorization for Auto Alignment and Autobody Shop Use at 716 Court Street

Building Inspector, Mr. John Lebegue, gave a brief history of the site asking for a special use for an auto alignment and body shop.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

7.4. Task Order No. 003 with Midwest Engineering Associates, Inc. for the Brentwood Ditch Study

City Engineer, Mr. Michael Guerra, presented the item.

Council Member Hilst asked how far back the study will be. Mr. Guerra explained that he believes it will go all the way to Broadway and will keep going as far as the budget allows.

Council discussed details surrounded the study and how it affects the line items in the budget.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

7.5. Award the Bid for the Street Maintenance Section 19-00000-00-GM Mill and Overlay Sheridan Road

City Engineer, Mr. Michael Guerra, explained the item. Mr. Guerra explained that two bids were secured for the project and that the recommendation from staff is to move forward.

Mayor Mark Luft and City Engineer Michael Guerra discussed the asphalt ingredients and design life.

City Manager, Mr. Mark Rothert, added that a memo was submitted to Council from the City Engineer that provides additional streets to look at. Staff is looking for guidance from Council on which to work on. If Council chooses to re-prioritize, it would delay the project by at least two months. It is staff's recommendation to go with the list previously prioritized.

Mayor Mark Luft added that the list was also derived from a combination of the public and Council along with the Engineers. The Mayor continued to explain that

the bids right now are coming off the maintenance list already set by Council in 2019. The discussion is now where do we go from there by having a three year maintenance plan. The bids came in lower than expected.

Council Member Abel added that he would like to see patching on 14th and Derby if it can be done for \$15K.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

7.6. Resolution 003-19/20 for the Purchase of a Vactor truck for the Wastewater Department

Staff requested Council's adoption of the resolution to allow for the purchase and finance of a new Vactor truck for use in the wastewater department in the amount of \$424,496.00. The piece of equipment Council was told was necessary for the maintenance of the sewers which could clean, cut roots out, pump out manholes, catch basins, lift stations or even hydro excavate exploratory holes if needed. The equipment purchase was planned due to increasing maintenance matters on the present truck and was approved FY20 budget. This purchase would utilize the Sourcewell Contract #122017-FSC for the purchase and would be financed with a five year loan.

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

7.7. Vehicle Purchase for Police Department Investigations Unit Not To Exceed \$20,000

Policy Chief Dossey asked Council's authorization to purchase a vehicle not to exceed \$20,000 utilizing funds recovered through assets forfeiture. That money was seized from offenders in illegal drug trafficking and required by law to be spent on equipment used in drug investigations.

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

7.8. Ordinance No. 2831 Amending Title 6, Chapter 2, Section 13 of the City Code of the City of Pekin Regarding Crime Free Property / Chronic Nuisance Property Abatement

Police Chief Dossey requested Council adopt an ordinance updating the Crime Free Property/Chronic Nuisance Property Abatement Ordinance to insert the term "non owner occupied property". Also stated that the attorney did clean up the language terms and formatting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

7.9. Ordinance No. 1462-A361-19/20 Amending Title 8, "Traffic Code" of the City Code of the City of Pekin, Illinois To Create a New Section 8-3-21 "Distracted Driving"

Police Chief John Dossey requested Council adopt an ordinance to address issues of distracted driving with the City of Pekin. Distracted driving has become an increasingly important topic locally and nationally. It is clear from the Police Department's most recent distracted driving campaign that the community, while aware of the issues involved with distracted driving, just simply cannot comply with the simple request of not driving distracted. Chief Dossey pointed out that this ordinance does not apply to use of texting and cellular devices but would address other distractions such as pet riding in the drivers lap, fiddling with GPS, etc.

RESULT:	APPROVED [5 TO 1]
MOVER:	John P Abel, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Hilst, Hohimer, Orrick, Abel, Luft
NAYS:	Michael Garrison

7.10. Title 6 Chapter 2 Section 14 Vehicle Impound Ordinance Amendment
Police Chief Dossey requested Council approve an ordinance amending the vehicle impound ordinance to bring it up to compliance with the Illinois Compiled Statutes. One of the areas it addresses will not impound for license suspended for unpaid parking tickets and the legal transportation of alcohol, leaving the scene of an accident, but is encompassed elsewhere.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

7.11. An Ordinance Amending Title 8, Chapter 4, Section 1D, of the Code of the City of Pekin Regarding No Parking Schedule Derby Street between Peoria St. and Morton St.

Fire Chief, Kurt Nelson, requested Council approve an update to the No Parking Schedule to add No Parking on the South side of Derby Street between Peoria Street and Morton Street. Chief Nelson explains that the Traffic Safety Committee recommends to eliminate that area and remove 2-3 parking spaces due to a line of site issue.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Rick Hilst, Councilman
AYES:	Garrison, Hilst, Hohimer, Orrick, Abel, Luft

7.12. IT Project Purchases For Backup, Server and PD-Computer Replacement
Network Administrator, Bob Schaich, requested Council approve funding not to exceed \$105,000 for three IT Department planned projects for backup solution

refresh, data server refresh and PD-Computer Replacement. Mr. Schaich explained that the police department squad car servers can expect a 5 year life span. Mr. Schaich added that \$40,000 is being requested for this server this year and \$40,000 for next year.

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

7.13. Ordinance No. 2833-19/20 An Ordinance Amending The Liquor Code Of The City Of Pekin, Title 3, Chapter 3, Sections 1-4, To Allow For Outdoor Sales Areas In Certain Premises

Liquor Commission recommended to Council to adopt an ordinance to allow holders of a Class A liquor license to serve alcoholic liquor in sidewalk cafes and other outdoor seating areas by applying for a Sidewalk Use Permit to enhance economic opportunities within the City by offering increased dining opportunities and to attract outside visitors. Liquor Commissioner, Mark Luft, explained that if the terms of a Sidewalk Use Permit was violated, the Liquor Commissioner can revoke such permit.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dave Nutter approached the podium and inquired as to whether there has been a recommendation on the audit and where the City stands on the hot mix/coldmix on State.

City Manager Mark Rothert explained funds came from the jurisdictional transfer but we are still waiting on the State.

Councilmember Abel suggested that the City deserves a representative from Springfield to give Council a status update on the audit.

Mayor Mark Luft made announcements of upcoming events.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 3. THE SELECTION OF A PERSON TO FILL A PUBLIC OFFICE

9.1. Motion to: Move to Exec Session at 7:50 PM

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

ADJOURN

Council returned to open session at 8:20 PM. There being no further action to come before the Council, motion was made by Council Member Orrick, seconded by Council Member Abel for Council to adjourn. Motion carried viva voce. Mayor adjourned the meeting in open session at 8:20 PM.

Minutes Acceptance: Minutes of May 28, 2019 5:30 PM (Approval of Minutes)

**REQUEST FOR COUNCIL ACTION****Agenda Date: June 10, 2019****To: Council Members****From: Sue McMillan, City Clerk****Sponsors: Bruce Marston, Assistant****AGENDA ITEM:** Accounts Payable Check Run**ACTION REQUESTED:** Receive and File Proof List 5-31-19 and 5-31-19 April FY19.**REQUIRED SIGNATURES****Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

6/5/2019

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/29/2019 - 11:19AM
 Batch: 00001.05.2020 - missy1



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
A to Z Rental									
10005									
77064	5/24/2019	151.83	0.00	05/31/2019	yard-crew	expense		False	0
100-068-534400 Equipment Repairs					blades for mower				
77064 Total:		151.83							
A to Z Rental Total:		151.83							
Advance Auto Parts									
12965									
1431	5/8/2019	89.99	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense					battery				
1431 Total:		89.99							
1701	5/7/2019	106.82	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense					transmission fluid				
1701 Total:		106.82							
1717	5/15/2019	132.54	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense					battery and core				
1717 Total:		132.54							
2113	5/8/2019	32.00	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense					headlight bulbs				
2113 Total:		32.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
2142	5/16/2019	750.54	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				brake pads					
2142 Total:		750.54							
2151	5/16/2019	123.12	0.00	05/31/2019				False	0
699-069-534000 Automotive Expense				gallons and quarts of power steering fluid					
2151 Total:		123.12							
2192	5/14/2019	3.00	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				exhaust gasket					
2192 Total:		3.00							
2194	5/14/2019	7.39	0.00	05/31/2019				False	0
223-023-534000 Automotive Expense				heater hose					
2194 Total:		7.39							
2205	5/16/2019	40.25	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				oxygen sensor					
2205 Total:		40.25							
2213	5/17/2019	110.54	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				battery					
2213 Total:		110.54							
2214	5/17/2019	110.54	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				battery					
2214 Total:		110.54							
8804	5/8/2019	233.94	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				front/rear brake pads					
8804 Total:		233.94							
8903	5/14/2019	63.63	0.00	05/31/2019				False	0
223-023-534000 Automotive Expense				heater hose					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
8903 Total:		63.63							
8943	5/15/2019	3.84	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				headlight socket					
8943 Total:		3.84							
8944	5/15/2019	7.68	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				light bulb socket					
8944 Total:		7.68							
8959	5/15/2019	-22.00	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				core credit					
8959 Total:		-22.00							
8981	5/16/2019	41.76	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				spark plugs and coil plug					
8981 Total:		41.76							
9055	5/20/2019	3.74	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				battery cable terminals					
9055 Total:		3.74							
Advance Auto Parts Total:		1,839.32							
Allegra Print & Imaging									
10016									
57667	5/14/2019	161.60	0.00	05/31/2019				False	0
100-761-551000 Printing And Publications				250 tow forms					
57667 Total:		161.60							
Allegra Print & Imaging To		161.60							

Amazon

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10020									
464633476968	5/7/2019	331.56	0.00	05/31/2019				False	0
699-069-522400 General Supplies				disposable latex gloves					
464633476968 Total:		331.56							
774776543943	5/5/2019	1,679.92	0.00	05/31/2019				False	0
100-009-599802 Computer Hardware				portable m.2 hddrives w/encryptions for ppd					
774776543943 Total:		1,679.92							
788697998438	5/6/2019	207.48	0.00	05/31/2019				False	0
223-026-534000 Automotive Expense				steel blades/heay duty fans for rc					
788697998438 Total:		207.48							
Amazon Total:		2,218.96							
Amerencilco									
10021									
0931067015	5/20/2019	35.20	0.00	05/31/2019				False	0
100-068-550100 Utilities				elec for 324 court st					
0931067015 Total:		35.20							
2349029006	5/17/2019	938.58	0.00	05/31/2019				False	0
231-030-550100 Utilities				elec for liftstations					
2349029006 Total:		938.58							
2434114066	5/17/2019	1,494.39	0.00	05/31/2019				False	0
100-032-550500 Electricity For Street Li				elec for all customer owned street lights					
2434114066 Total:		1,494.39							
39550250142	5/23/2019	51.69	0.00	05/31/2019				False	0
100-032-550500 Electricity For Street Li				1703 remington rd/street light					
39550250142 Total:		51.69							
8695491773	5/17/2019	9,481.33	0.00	05/31/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-032-550500 Electricity For Street Li					elec for all street lights				
8695491773 Total:		9,481.33							
Amerencilco Total:		12,001.19							
American Water 12288									
4000168607	5/1/2019	1,036.48	0.00	05/31/2019				False	0
231-029-560701 American Water Consmptn Repts					april usage				
4000168607 Total:		1,036.48							
American Water Total:		1,036.48							
Beecher, Chris 12149									
expense-0519	5/21/2019	46.01	0.00	05/31/2019				False	0
100-761-556100 Gasoline/diesel Fuel					fuel purchase during investigations operation				
expense-0519 Total:		46.01							
Beecher, Chris Total:		46.01							
Bodyshop Auto Glass 12502									
09094	5/17/2019	535.00	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense					windshield replacement and windshield repair				
09094 Total:		535.00							
09102	5/21/2019	100.00	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense					door window installed				
09102 Total:		100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Bodyshop Auto Glass Tota	635.00							
Britton Electronics 10083									
21981017	5/17/2019	848.65	0.00	05/31/2019	repair to hickory hills liftstation			False	0
231-030-534400 Equipment Repairs									
	21981017 Total:	848.65							
	Britton Electronics Total:	848.65							
CDS Office Technologies 10105									
inv1233229	5/7/2019	66.40	0.00	05/31/2019	meter reading on copier			False	0
100-034-538000 Maintenance Agreements									
	inv1233229 Total:	66.40							
inv1234636	5/15/2019	104.14	0.00	05/31/2019	meter reading on copier			False	0
100-761-538000 Maintenance Agreements									
	inv1234636 Total:	104.14							
inv1235150	5/17/2019	363.58	0.00	05/31/2019	meter reading on copier			False	0
100-990-538000 Maintenance Agreements									
	inv1235150 Total:	363.58							
	CDS Office Technologies T	534.12							
Centre State International Trucks, Inc. 10109									
265847	5/21/2019	1,999.18	0.00	05/31/2019	steering gear box			False	0
223-023-534000 Automotive Expense									
	265847 Total:	1,999.18							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Centre State International T		1,999.18							
CenturyLink 10111									
304000691	5/10/2019	132.42	0.00	05/31/2019				False	0
501-501-550300 Telephone				phone service					
304000691 Total:		132.42							
304021116	5/10/2019	18.17	0.00	05/31/2019				False	0
100-032-550300 Telephone				phone service					
304021116	5/10/2019	18.17	0.00	05/31/2019				False	0
223-023-550300 Telephone				phone service					
304021116 Total:		36.34							
CenturyLink Total:		168.76							
Choice1 Health Care Services, LLC 12200									
9611	5/21/2019	327.20	0.00	05/31/2019				False	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
9611 Total:		327.20							
Choice1 Health Care Servi		327.20							
CIMCO, Attn: Pat Brown, CIMCO Treasurer 11127									
05212019	5/21/2019	75.00	0.00	05/31/2019				False	0
100-004-519000 Training And Education				CIMCO seminar/back to basics					
05212019 Total:		75.00							
CIMCO, Attn: Pat Brown,		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
CINTAS Corporation 10115									
4021442596	5/10/2019	161.27	0.00	05/31/2019				False	0
699-069-569000 Other Contractual Service				clean uniforms					
4021442596 Total:		161.27							
4022126315	5/17/2019	161.27	0.00	05/31/2019				False	0
699-069-569000 Other Contractual Service				clean uniforms					
4022126315 Total:		161.27							
4022126548	5/17/2019	89.81	0.00	05/31/2019				False	0
231-031-569000 Other Contractual Service				clean uniforms					
4022126548 Total:		89.81							
4022549034	5/24/2019	89.81	0.00	05/31/2019				False	0
231-031-569000 Other Contractual Service				clean uniforms					
4022549034 Total:		89.81							
CINTAS Corporation Total		502.16							
COA Products LLC 13783									
87	5/14/2019	1,915.00	0.00	05/31/2019				False	0
100-034-569000 Other Contractual Service				oil hauled away					
87 Total:		1,915.00							
COA Products LLC Total:		1,915.00							
Coe Equipment Inc 10123									
71054	5/15/2019	3,765.84	0.00	05/31/2019				False	0
231-030-534000 Automotive Expense				lumberjack diffuser for vactor					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
71054 Total:		3,765.84							
Coe Equipment Inc Total:		3,765.84							
Cummins Crosspoint 10142 q18033	5/10/2019	22.66	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				2 fuses					
q18033 Total:		22.66							
Cummins Crosspoint Total		22.66							
Dennison Chevrolet 10154 115325	5/13/2019	17,200.00	0.00	05/31/2019	poli-fdie	expense		False	0
100-761-587100 Office Equipment & Furniture				2017 vehicle for investigations					
115325 Total:		17,200.00							
289312cvw	5/16/2019	143.69	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				exhaust manifold and gaskets					
289312cvw Total:		143.69							
ctcs476894	5/9/2019	115.00	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				TCM reprogram					
ctcs476894 Total:		115.00							
Dennison Chevrolet Total:		17,458.69							
Eagle Engraving, Inc 11038 20192651	5/9/2019	97.80	0.00	05/31/2019				False	0
100-034-529000 Equipment				id tags					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20192651 Total:		97.80							
Eagle Engraving, Inc Total		97.80							
Eastern Big R Stores, Inc. 11569									
8321/13	5/13/2019	34.99	0.00	05/31/2019				False	0
100-032-599000 Miscellaneous				straw and grass for repair of lawn					
8321/13 Total:		34.99							
8323/13	5/14/2019	53.97	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				service guage and 7 piece coupler kit					
8323/13 Total:		53.97							
Eastern Big R Stores, Inc. T		88.96							
Fastenal Company 10181									
ilpek145565	5/3/2019	633.73	0.00	05/31/2019				False	0
699-069-529000 Equipment				driver impact tool					
ilpek145565 Total:		633.73							
Fastenal Company Total:		633.73							
Fick, Matt 13647									
13	5/29/2019	2,400.00	0.00	05/31/2019				False	0
270-270-560500 Consulting Services				consultant fees					
13 Total:		2,400.00							
Fick, Matt Total:		2,400.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Firestone Tire & Service 10191									
205694	5/20/2019	1,066.72	0.00	05/31/2019				False	0
100-761-534000 Automotive Expense				16 tires					
205694 Total:		1,066.72							
Firestone Tire & Service To		1,066.72							
Five Star Water 12219									
106351	5/9/2019	22.40	0.00	05/31/2019				False	0
231-031-522400 General Supplies				water delivery					
106351 Total:		22.40							
Five Star Water Total:		22.40							
Flatley, Melissa 10199									
expense-0519	5/28/2019	108.99	0.00	05/31/2019				False	0
100-006-587100 Office Equipment & Furniture				office chair					
expense-0519 Total:		108.99							
Flatley, Melissa Total:		108.99							
FleetPride, Inc. 11473									
26686250	5/8/2019	90.58	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				connectors and clamps					
26686250 Total:		90.58							

Attachment: To Be Paid Proof List 5-31-19 (1753 : Accounts Payable Check Run)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	FleetPride, Inc. Total:	90.58							
Gem City Tire 12935									
20184	5/10/2019	2,472.32	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				8 tires					
20184 Total:		2,472.32							
Gem City Tire Total:		2,472.32							
GovPermit, LLC 13371									
1028	5/6/2019	1,000.00	0.00	05/31/2019				False	0
100-009-538000 Maintenance Agreements				PDF management					
1028 Total:		1,000.00							
GovPermit, LLC Total:		1,000.00							
Hanson Professional Svcs Inc 10248									
1071852	5/13/2019	6,279.29	0.00	05/31/2019				False	0
525-525-561200 Engineering Fees				construction engineering for runway project/18A0007C					
1071852 Total:		6,279.29							
Hanson Professional Svcs		6,279.29							
Harris Pest Control 10251									
97291	5/2/2019	37.50	0.00	05/31/2019				False	0
501-501-566600 Pest Control				pest control					
97291	5/2/2019	37.50	0.00	05/31/2019				False	0
699-069-566600 Pest Control				pest control					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
97291 Total:		75.00							
97292	5/2/2019	37.50	0.00	05/31/2019				False	0
100-032-538000 Maintenance Agreements				pest control					
97292	5/2/2019	37.50	0.00	05/31/2019				False	0
223-023-538000 Maintenance Agreements				pest control					
97292 Total:		75.00							
97293	5/2/2019	110.00	0.00	05/31/2019				False	0
100-068-566600 Pest Control				pest control					
97293 Total:		110.00							
97294	5/2/2019	215.00	0.00	05/31/2019				False	0
231-031-566600 Pest Control				pest control					
97294 Total:		215.00							
Harris Pest Control Total:		475.00							
Herr Petroleum Corporation									
12712									
d34647	5/7/2019	15,926.60	0.00	05/31/2019				False	0
699-000-160100 Fuel Inventory				6498 gallons of diesel fuel delivered					
d34647 Total:		15,926.60							
d34810	5/16/2019	13,009.86	0.00	05/31/2019				False	0
699-000-160100 Fuel Inventory				5501 gallons of unleaded fuel delivered					
d34810 Total:		13,009.86							
d34814	5/20/2019	16,373.50	0.00	05/31/2019				False	0
699-000-160100 Fuel Inventory				6500 gallons of diesel fuel delivered					
d34814 Total:		16,373.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Herr Petroleum Corporatio		45,309.96							
Higgins, Thomas P. 10851									
1189	5/23/2019	137.50	0.00	05/31/2019				False	0
100-761-569000 Other Contractual Service				adjudication hearing 5/22/19					
1189	5/23/2019	137.50	0.00	05/31/2019				False	0
100-793-569000 Other Contractual Service				adjudication hearing 5/22/19					
1189 Total:		275.00							
Higgins, Thomas P. Total:		275.00							
Hutchinson, Courtney 10281									
expense-0519	5/23/2019	34.11	0.00	05/31/2019				False	0
100-990-590900 Police And Fire Commission				fuel purchase/officer background investigation					
expense-0519 Total:		34.11							
Hutchinson, Courtney Tota		34.11							
IL American Water 10291									
210000995141	5/17/2019	79.96	0.00	05/31/2019				False	0
100-034-550100 Utilities				3232 court st					
210000995141 Total:		79.96							
210001081816	5/17/2019	30.18	0.00	05/31/2019				False	0
100-068-550100 Utilities				633 margaret st yd hy					
210001081816 Total:		30.18							
210001269890	5/17/2019	20.33	0.00	05/31/2019				False	0
100-068-550100 Utilities				502 s 2nd st yd hy					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	210001269890 Total:	20.33							
210001655200	5/17/2019	25.46	0.00	05/31/2019				False	0
231-031-550100 Utilities				608 s front st					
	210001655200 Total:	25.46							
210002094969	5/17/2019	24.88	0.00	05/31/2019				False	0
100-068-550100 Utilities				100 state st					
	210002094969 Total:	24.88							
210002243143	5/17/2019	24.88	0.00	05/31/2019				False	0
231-031-550100 Utilities				2500 s 2nd st					
	210002243143 Total:	24.88							
210002282773	5/17/2019	194.13	0.00	05/31/2019				False	0
100-068-550100 Utilities				111 s captiol st					
	210002282773 Total:	194.13							
210002365869	5/17/2019	20.33	0.00	05/31/2019				False	0
100-068-550100 Utilities				400 n 7th st yd hy					
	210002365869 Total:	20.33							
210003041258	5/10/2019	20.33	0.00	05/31/2019				False	0
100-068-550100 Utilities				1118 derby st yd hy					
	210003041258 Total:	20.33							
210003283755	5/14/2019	24.88	0.00	05/31/2019				False	0
100-068-550100 Utilities				1842 court st yd hy					
	210003283755 Total:	24.88							
210003750453	5/14/2019	24.88	0.00	05/31/2019				False	0
100-068-550100 Utilities				1613 valle vista blvd yd hy					
	210003750453 Total:	24.88							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
210004789874	5/17/2019	509.81	0.00	05/31/2019				False	0
231-031-550100 Utilities				606 s front st					
210004789874 Total:		509.81							
220000296568	5/17/2019	43.84	0.00	05/31/2019				False	0
100-068-550100 Utilities				107 front st restrooms					
220000296568 Total:		43.84							
IL American Water Total:		1,043.89							
IL Dept of Revenue 10298									
1442379680	5/16/2019	500.00	0.00	05/31/2019				False	0
525-000-218800 Sales Tax-Purchase of Gas				april 2019 airport fuel sales tax					
1442379680 Total:		500.00							
IL Dept of Revenue Total:		500.00							
IL Fire Chiefs Assoc 10305									
symp19051	5/22/2019	300.00	0.00	05/31/2019				False	0
100-034-519000 Training And Education				(2) 2019 annual symposium registration					
symp19051 Total:		300.00							
IL Fire Chiefs Assoc Total:		300.00							
IL Oil Marketing Equipment 10313									
0135214in	5/8/2019	69.33	0.00	05/31/2019				False	0
100-032-534400 Equipment Repairs				bell reducer					
0135214in Total:		69.33							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	IL Oil Marketing Equipme	69.33							
Illini Plumbing, Inc. 12264									
12092	5/17/2019	99.00	0.00	05/31/2019	inspection at la gondola			False	0
100-793-569000 Other Contractual Service									
12092 Total:		99.00							
12093	5/17/2019	188.00	0.00	05/31/2019	inspection at hampton inn			False	0
100-793-569000 Other Contractual Service									
12093 Total:		188.00							
12094	5/17/2019	99.00	0.00	05/31/2019	inspection at 1102-1100 el camino			False	0
100-793-569000 Other Contractual Service									
12094 Total:		99.00							
12095	5/17/2019	143.50	0.00	05/31/2019	inspection at 3440 broadway			False	0
100-793-569000 Other Contractual Service									
12095 Total:		143.50							
12096	5/17/2019	99.00	0.00	05/31/2019	inspection at holiday inn express			False	0
100-793-569000 Other Contractual Service									
12096 Total:		99.00							
12097	5/17/2019	99.00	0.00	05/31/2019	inspection at 915 amanda			False	0
100-793-569000 Other Contractual Service									
12097 Total:		99.00							
12098	5/17/2019	178.00	0.00	05/31/2019	inspection at 1700 caroline			False	0
100-793-569000 Other Contractual Service									
12098 Total:		178.00							
12099	5/17/2019	188.00	0.00	05/31/2019	inspection at pekin insurance			False	0
100-793-569000 Other Contractual Service									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
12099 Total:		188.00							
12100	5/17/2019	99.00	0.00	05/31/2019				False	0
100-793-569000 Other Contractual Service	inspection at mashies								
12100 Total:		99.00							
12101	5/17/2019	99.00	0.00	05/31/2019				False	0
100-793-569000 Other Contractual Service	inspection 2200 sheridan								
12101 Total:		99.00							
Illini Plumbing, Inc. Total:		1,291.50							
Interstate Batteries of Centra									
10330									
20174380	5/9/2019	92.95	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense	battery								
20174380	5/9/2019	92.95	0.00	05/31/2019	yard-crew	expense		False	0
100-068-534000 Automotive Expense	battery								
20174380 Total:		185.90							
Interstate Batteries of Cent		185.90							
James Unland & Co Inc.									
10671									
716	5/13/2019	1,372.50	0.00	05/31/2019				False	0
695-095-569000 Other Contractual Service	05/19 benefit services								
716 Total:		1,372.50							
James Unland & Co Inc. To		1,372.50							
Joe's Towing & Recovery									
11414									

Attachment: To Be Paid Proof List 5-31-19 (1753 : Accounts Payable Check Run)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
426497	5/22/2019	250.00	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				tow of fire truck					
426497 Total:		250.00							
Joe's Towing & Recovery T		250.00							
Jost, Dan									
13257									
expense-0519	5/20/2019	400.00	0.00	05/31/2019				False	0
699-069-554300 Uniforms And Tools				tool allowance					
expense-0519 Total:		400.00							
Jost, Dan Total:		400.00							
Journal Star									
10343									
in1321723	5/12/2019	470.00	0.00	05/31/2019				False	0
100-990-590900 Police And Fire Commission				fd original appt advertising					
in1321723 Total:		470.00							
Journal Star Total:		470.00							
Kaeser & Blair Incorporated									
10843									
90411277	5/2/2019	517.65	0.00	05/31/2019				False	0
100-761-592500 Crime Prevention Expense				96 t-shirts for public relations					
90411277 Total:		517.65							
Kaeser & Blair Incorporate		517.65							

Kelly Seed Co

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
10351									
172658	4/29/2019	126.00	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				3 side windows for school bus					
	172658 Total:	126.00							
	Kelly Seed Co Total:	126.00							
Kimball Midwest									
11679									
7134238	5/14/2019	307.80	0.00	05/31/2019				False	0
100-032-522400 General Supplies				grinding wheel and disks					
	7134238 Total:	307.80							
7135707	5/15/2019	99.33	0.00	05/31/2019				False	0
100-034-522400 General Supplies				shrink tubing					
	7135707 Total:	99.33							
	Kimball Midwest Total:	407.13							
Lakeside Equipment Corporation									
12581									
191319	5/13/2019	1,513.00	0.00	05/31/2019				False	0
231-031-534400 Equipment Repairs				grease pump motor for #3 screw pump					
	191319 Total:	1,513.00							
	Lakeside Equipment Corpo	1,513.00							
Lawson, Jim									
12470									
38273	5/13/2019	750.00	0.00	05/31/2019				False	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
38273 Total:		750.00							
Lawson, Jim Total:		750.00							
LHF Compost, Inc. 11829 177532	5/11/2019	2,756.55	0.00	05/31/2019				False	0
223-025-566501 Compost Site Expense				yw fee 5/6-5/10/19					
177532 Total:		2,756.55							
177558	5/17/2019	2,346.00	0.00	05/31/2019				False	0
223-025-566501 Compost Site Expense				yw fee 5/13-5/17/19					
177558 Total:		2,346.00							
LHF Compost, Inc. Total:		5,102.55							
McKesson Medical-Surgical Inc. MMSGS 10431 54198656	5/13/2019	977.95	0.00	05/31/2019				False	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
54198656 Total:		977.95							
54419590	5/15/2019	77.06	0.00	05/31/2019				False	0
100-761-522400 General Supplies				1 case of nitrile gloves					
54419590 Total:		77.06							
McKesson Medical-Surgic		1,055.01							
McLean County Asphalt 13408 54091	5/17/2019	2,915.71	0.00	05/31/2019				False	0
100-032-535000 Material And Hauling				cold mix for street repairs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
54091 Total:		2,915.71							
McLean County Asphalt To		2,915.71							
McMillan, Sue 10407									
expense0519	5/29/2019	20.88	0.00	05/31/2019				False	0
100-004-518700 Mileage				mileage					
expense0519	5/29/2019	75.00	0.00	05/31/2019				False	0
100-004-519000 Training And Education				CIMCO/continuing education/credits					
expense0519 Total:		95.88							
McMillan, Sue Total:		95.88							
Menards 10414									
47809	5/7/2019	43.47	0.00	05/31/2019				False	0
699-069-522400 General Supplies				brass connectors and teflon tape					
47809 Total:		43.47							
47978	5/9/2019	31.37	0.00	05/31/2019				False	0
699-069-522400 General Supplies				brass nipple/5 gallon pail and gamma seal					
47978 Total:		31.37							
48418	5/14/2019	114.34	0.00	05/31/2019				False	0
100-034-522400 General Supplies				cleaning supplies					
48418 Total:		114.34							
48897	5/20/2019	5.97	0.00	05/31/2019				False	0
100-032-522400 General Supplies				outlet and covers					
48897 Total:		5.97							
48922	5/20/2019	29.94	0.00	05/31/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
231-031-522400 General Supplies				oil dry					
48922 Total:		29.94							
48984	5/21/2019	104.59	0.00	05/31/2019				False	0
100-034-534200 Buildings & Grounds Maintenan				remodel project on south side fire station					
48984 Total:		104.59							
48999	5/21/2019	36.21	0.00	05/31/2019				False	0
699-069-522400 General Supplies				cleaning supplies					
48999 Total:		36.21							
49090	5/22/2019	281.72	0.00	05/31/2019				False	0
100-034-534200 Buildings & Grounds Maintenan				remodel project on south side fire station					
49090 Total:		281.72							
49119	5/22/2019	75.88	0.00	05/31/2019	yard-crew	expense		False	0
100-068-522400 General Supplies				plants for yard crew					
49119 Total:		75.88							
49296	5/24/2019	33.84	0.00	05/31/2019	yard-crew	expense		False	0
699-069-522400 General Supplies				plants for yard crew					
49296 Total:		33.84							
Menards Total:		757.33							
MES Inc									
10415									
in1338070	5/7/2019	509.00	0.00	05/31/2019				False	0
100-034-529000 Equipment				gear for new hire					
in1338070 Total:		509.00							
MES Inc Total:		509.00							

Attachment: To Be Paid Proof List 5-31-19 (1753 : Accounts Payable Check Run)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Midwest Transit Equipment 10421									
r35100453901	5/14/2019	129.98	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				stop arms and light for school bus					
	r35100453901 Total:	129.98							
r35100457001	5/17/2019	62.78	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense				halogen 8 way bulb					
	r35100457001 Total:	62.78							
Midwest Transit Equipmen		192.76							
Mitchell, Cory 12131									
expense-0519	5/23/2019	298.00	0.00	05/31/2019				False	0
100-761-519000 Training And Education				ILEAS SRT advanced sniper course					
	expense-0519 Total:	298.00							
Mitchell, Cory Total:		298.00							
Mutual Wheel 10439									
2455277	5/7/2019	497.22	0.00	05/31/2019				False	0
223-023-534000 Automotive Expense				air brake valve					
	2455277 Total:	497.22							
Mutual Wheel Total:		497.22							
NAPA Auto Parts of Pekin 10441									
385798	5/8/2019	51.01	0.00	05/31/2019				False	0
231-031-522400 General Supplies				fluid for pumps					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
385798 Total:		51.01							
386608	5/15/2019	64.76	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				oil filter and oil					
386608 Total:		64.76							
386757	5/16/2019	143.44	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				battery					
386757 Total:		143.44							
387179	5/21/2019	20.67	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				oil and fuel filter					
387179	5/21/2019	50.05	0.00	05/31/2019				False	0
100-034-529000 Equipment				jack					
387179 Total:		70.72							
387580	5/23/2019	13.17	0.00	05/31/2019				False	0
231-031-522400 General Supplies				penetrating solvents					
387580 Total:		13.17							
NAPA Auto Parts of Pekin		343.10							
Nichols, Derek 10450 expense-0519	5/16/2019	50.00	0.00	05/31/2019				False	0
100-032-557200 License And Inspection Fe				cdl reimbursement					
expense-0519 Total:		50.00							
Nichols, Derek Total:		50.00							
O'Shaughnessey, Robin 13779	5/6/2019	750.00	0.00	05/31/2019				False	0
38227									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
231-030-569000 Other Contractual Service					backwater flow valve reimbursement				
38227 Total:		750.00							
O'Shaughnessey, Robin To		750.00							
Pekin Shoe Repair 10490									
5001	5/18/2019	147.20	0.00	05/31/2019				False	0
223-023-554300 Uniforms And Tools					safety boot purchase				
5001 Total:		147.20							
Pekin Shoe Repair Total:		147.20							
Pence's Ag Repair Inc 10495									
17679	5/23/2019	45.00	0.00	05/31/2019				False	0
223-023-534000 Automotive Expense					inspection on sw13				
17679 Total:		45.00							
Pence's Ag Repair Inc Tota		45.00							
Peterson, Josh 10502									
expense-0519	5/4/2019	819.25	0.00	05/31/2019				False	0
100-034-519000 Training And Education					lodging while at training/fire ground officer classes				
expense-0519 Total:		819.25							
Peterson, Josh Total:		819.25							
Puritan Springs Water 10766									

Attachment: To Be Paid Proof List 5-31-19 (1753 : Accounts Payable Check Run)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1523786	5/16/2019	77.37	0.00	05/31/2019				False	0
100-990-569000	Other Contractual Service			water delivery					
1523786 Total:		77.37							
Puritan Springs Water Tota		77.37							
Ragan Communications Inc									
10533									
22064	4/30/2019	270.50	0.00	05/31/2019				False	0
100-761-555000	Radio Expense			replace front cover and button kit on portable radio					
22064 Total:		270.50							
22099	5/14/2019	187.42	0.00	05/31/2019				False	0
100-034-555000	Radio Expense			LED light and magnetic clip for radios					
22099 Total:		187.42							
Ragan Communications In		457.92							
Rainbo Oil Co									
10534									
9127012	5/16/2019	279.75	0.00	05/31/2019				False	0
223-023-534000	Automotive Expense			55 gallons of antifreeze and core charge					
9127012 Total:		279.75							
Rainbo Oil Co Total:		279.75							
Ray O'Herron Co Inc									
10539									
1926423in	5/10/2019	1,112.63	0.00	05/31/2019				False	0
100-761-518900	Uniform Allowance			new officer uniform					
1926423in Total:		1,112.63							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
1927732in	5/16/2019	16.95	0.00	05/31/2019				False	0
100-761-518900 Uniform Allowance				new officer namebar					
1927732in Total:		16.95							
Ray O'Herron Co Inc Total		1,129.58							
Rendleman, Anthony									
10545									
expense-0519	5/23/2019	54.89	0.00	05/31/2019				False	0
100-034-522400 General Supplies				items for station 3 kitchen remodel					
expense-0519 Total:		54.89							
Rendleman, Anthony Total		54.89							
RK Dixon									
11746									
2138204	5/13/2019	87.85	0.00	05/31/2019				False	0
501-501-538000 Maintenance Agreements				meter reading on copier					
2138204 Total:		87.85							
RK Dixon Total:		87.85							
Roanoke Concrete Products									
10553									
165406	5/3/2019	550.00	0.00	05/31/2019				False	0
231-031-522400 General Supplies				cement blocks for flood protection					
165406 Total:		550.00							
Roanoke Concrete Product		550.00							
Schwartz Electric									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
10579									
13447	4/27/2019	195.00	0.00	05/31/2019				False	0
501-501-534200 Bldng & Grnds Maint/Repairs				installed cobrahead fixture at bus department					
13447 Total:		195.00							
13487	5/14/2019	250.00	0.00	05/31/2019				False	0
231-031-534400 Equipment Repairs				repairs to #3 inlet screw pump					
13487 Total:		250.00							
13525	5/21/2019	1,709.49	0.00	05/31/2019				False	0
100-032-534400 Equipment Repairs				removed leaning pole/installed new lamp at 4th and washing					
13525 Total:		1,709.49							
13526	5/21/2019	1,419.94	0.00	05/31/2019				False	0
100-032-534400 Equipment Repairs				replaced fuses and repaired fixture at hanna and s. 14th					
13526 Total:		1,419.94							
13527	5/21/2019	152.50	0.00	05/31/2019				False	0
100-032-534400 Equipment Repairs				replaced lamp at 708 washington					
13527 Total:		152.50							
13528	5/21/2019	185.50	0.00	05/31/2019				False	0
100-032-534400 Equipment Repairs				replaced photocell and lamp at 2417 mt vernon					
13528 Total:		185.50							
Schwartz Electric Total:		3,912.43							
Sentry Safety Supply, Inc.									
10882									
0236693in	5/16/2019	18.95	0.00	05/31/2019				False	0
100-032-529000 Equipment				extendable magnetic flashlight					
0236693in Total:		18.95							
0236848in	5/22/2019	453.71	0.00	05/31/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-554300 Uniforms And Tools				safety t-shirts/sweatshirts and jackets					
0236848in Total:		453.71							
0236849in	5/22/2019	311.85	0.00	05/31/2019				False	0
223-023-554300 Uniforms And Tools				safety t-shirts and sweatshirts					
0236849in	5/22/2019	311.85	0.00	05/31/2019				False	0
223-025-554300 Uniforms And Tools				safety t-shirts and sweatshirts					
0236849in	5/22/2019	311.85	0.00	05/31/2019				False	0
223-026-554300 Uniforms And Tools				safety t-shirts and sweatshirts					
0236849in Total:		935.55							
Sentry Safety Supply, Inc.		1,408.21							
Servpro of N.C. Tazewell 8664 12255									
535	5/22/2019	235.82	0.00	05/31/2019				False	0
100-793-569000 Other Contractual Service				board up backdoor at 1228 henrietta					
535 Total:		235.82							
Servpro of N.C. Tazewell 8		235.82							
SHI International Corp 12297									
b09916948	5/3/2019	208.38	0.00	05/31/2019				False	0
100-761-538000 Maintenance Agreements				DACRA hearing scanner warranty					
b09916948 Total:		208.38							
b09944968	5/9/2019	1,101.73	0.00	05/31/2019				False	0
100-009-538000 Maintenance Agreements				virtual server maintenance					
b09944968 Total:		1,101.73							
b09945257	5/9/2019	29.62	0.00	05/31/2019				False	0
100-009-599802 Computer Hardware				spare dvd driver					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
b09945257 Total:		29.62							
b09952214	5/10/2019	802.60	0.00	05/31/2019				False	0
100-009-599802 Computer Hardware				monitor stands					
b09952214 Total:		802.60							
b09955113	5/13/2019	185.40	0.00	05/31/2019				False	0
100-009-599802 Computer Hardware				spare dvd driver					
b09955113 Total:		185.40							
b09957631	5/13/2019	7,344.50	0.00	05/31/2019				False	0
100-009-599802 Computer Hardware				workstations					
b09957631 Total:		7,344.50							
SHI International Corp Tot		9,672.23							
Standard Heating & Cooling									
13042									
4690	5/1/2019	817.29	0.00	05/31/2019				False	0
100-068-538000 Maintenance Agreements				hvac maintenance at city hall					
4690 Total:		817.29							
4691	5/1/2019	408.64	0.00	05/31/2019				False	0
231-031-538000 Maintenance Agreements				hvac maintenance at wwtp					
4691 Total:		408.64							
Standard Heating & Coolin		1,225.93							
Tazewell County Landfill									
10635									
4223291	5/15/2019	25,741.10	0.00	05/31/2019				False	0
223-023-566500 Landfill Expense				landfill fee 5/7-5/15/19					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4223291 Total:		25,741.10							
4223292	5/15/2019	210.49	0.00	05/31/2019				False	0
223-023-566500 Landfill Expense				x-waste fee at landfill 5/17/19					
4223292 Total:		210.49							
Tazewell County Landfill T		25,951.59							
Tazewell County Recorder 11172									
05142019	5/14/2019	426.60	0.00	05/31/2019				False	0
231-029-593300 Lien Filing Fee				filing 4 and release of 5 wastewater liens					
05142019 Total:		426.60							
05282019	5/28/2019	805.80	0.00	05/31/2019				False	0
231-029-593300 Lien Filing Fee				filing 16 and release 1 wastewater lien					
05282019 Total:		805.80							
Tazewell County Recorder		1,232.40							
Tazewell County Treasurer 10639									
040423400004	5/22/2019	398.64	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for il rte 98					
040423400004 Total:		398.64							
040423400005	5/22/2019	142.86	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for brenkman dr					
040423400005 Total:		142.86							
040423400006	5/22/2019	590.24	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for edgewater dr					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
040423400006 Total:		590.24							
040425300008	5/22/2019	137.40	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for sheridan rd					
040425300008 Total:		137.40							
040434441002	5/22/2019	286.22	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for 110 elizabeth st					
040434441002 Total:		286.22							
101010100046	5/22/2019	397.84	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for 1650 frontage rd					
101010100046 Total:		397.84							
101010200005	5/22/2019	728.50	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for koch st					
101010200005 Total:		728.50							
101010400006	5/22/2019	2,164.12	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for 300 and 310 hanna dr					
101010400006 Total:		2,164.12							
101011200014	5/22/2019	372.20	0.00	05/31/2019				False	0
100-068-590300 Real Estate Tax Expense				property taxes for 1150 koch st					
101011200014 Total:		372.20							
Tazewell County Treasurer		5,218.02							
Topless Tree Service Inc 10657									
201964	5/8/2019	1,050.00	0.00	05/31/2019				False	0
240-240-536000 Tree Removal / Replacemen				624 washington/remove limb in street and top of tree					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	201964 Total:	1,050.00							
201966	5/1/2019	450.00	0.00	05/31/2019				False	0
240-240-536000	Tree Removal / Replacemen			904 winter/trim tree off house and drive					
	201966 Total:	450.00							
	Topless Tree Service Inc To	1,500.00							
Tractor Supply Co 10659									
439217	5/13/2019	49.98	0.00	05/31/2019				False	0
100-032-599000	Miscellaneous			straw erosion to repair damaged lawn					
	439217 Total:	49.98							
	Tractor Supply Co Total:	49.98							
Truck Centers Inc 10664									
f14026876601	5/9/2019	728.24	0.00	05/31/2019				False	0
223-023-534000	Automotive Expense			8 brake drums					
f14026876601	5/9/2019	728.24	0.00	05/31/2019				False	0
223-026-534000	Automotive Expense			8 brake drums					
	f14026876601 Total:	1,456.48							
f14026904701	5/20/2019	1,622.22	0.00	05/31/2019				False	0
223-025-534000	Automotive Expense			air compressor kit for yw4					
	f14026904701 Total:	1,622.22							
r14005554701	5/10/2019	916.20	0.00	05/31/2019				False	0
501-501-534000	Automotive Expense			wire harness repair					
	r14005554701 Total:	916.20							

Attachment: To Be Paid Proof List 5-31-19 (1753 : Accounts Payable Check Run)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Truck Centers Inc Total:	3,994.90							
Tyler Technologies, Inc.									
11773									
045262306	6/1/2019	1,199.28	0.00	05/31/2019				False	0
501-501-538000 Maintenance Agreements				maintenance agreement					
	045262306 Total:	1,199.28							
	Tyler Technologies, Inc. To	1,199.28							
Unitypoint Health-IL CBO									
12908									
700002171	5/20/2019	500.00	0.00	05/31/2019				False	0
695-095-516700 Wellness Program				health fair mammograms					
	700002171 Total:	500.00							
	Unitypoint Health-IL CBO	500.00							
University of Illinois									
11803									
ufin2774	5/7/2019	1,100.00	0.00	05/31/2019				False	0
100-034-519000 Training And Education				(2) fire apparatus engineer class					
	ufin2774 Total:	1,100.00							
	University of Illinois Total:	1,100.00							
USABluebook									
10674									
893374	5/10/2019	506.50	0.00	05/31/2019				False	0
231-031-529000 Equipment				sump pump for residual building					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
893374 Total:		506.50							
USABluebook Total:		506.50							
Velde Ford 10683 355160fowg	5/15/2005	105.08	0.00	05/31/2019	yard-crew	expense		False	0
100-068-534000 Automotive Expense				tailgate handle					
355160fowg Total:		105.08							
355162foww	5/1/2005	47.02	0.00	05/31/2019				False	0
100-034-534000 Automotive Expense				repair to rescue 2					
355162foww Total:		47.02							
355183fowg	5/16/2005	88.96	0.00	05/31/2019	yard-crew	expense		False	0
100-068-534000 Automotive Expense				brackets					
355183fowg Total:		88.96							
Velde Ford Total:		241.06							
Wellwood, James 13745 expense-0519	5/23/2019	450.00	0.00	05/31/2019				False	0
100-034-519000 Training And Education				tuition reimbursement					
expense-0519 Total:		450.00							
Wellwood, James Total:		450.00							
West Payment Center 10700 840304265	5/4/2019	444.00	0.00	05/31/2019				False	0
100-761-551600 Dues And Subscriptions				yearly disciplinary bulletin subscription					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
840304265 Total:		444.00							
West Payment Center Total		444.00							
Will Harms Co									
10706									
35931	5/10/2019	128.14	0.00	05/31/2019				False	0
100-763-520200 Office Supplies				office supplies					
35931 Total:		128.14							
35942	5/20/2019	59.98	0.00	05/31/2019				False	0
100-763-520200 Office Supplies				office supplies					
35942 Total:		59.98							
35947	5/21/2019	170.83	0.00	05/31/2019				False	0
100-763-520200 Office Supplies				office supplies					
35947 Total:		170.83							
35948	5/22/2019	15.99	0.00	05/31/2019				False	0
100-793-520200 Office Supplies				office supplies					
35948 Total:		15.99							
Will Harms Co Total:		374.94							
Wyman, Margie									
13731									
pettycash-0519	5/21/2019	18.60	0.00	05/31/2019				False	0
501-501-554200 Meals Lodging				meals for bus drivers on charters					
pettycash-0519	5/21/2019	25.07	0.00	05/31/2019				False	0
501-501-556100 Gasoline/diesel Fuel				fuel for bus while on charter					
pettycash-0519 Total:		43.67							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				

Wyman, Margie Total:	43.67
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Report Total:	190,735.74
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Attachment: To Be Paid Proof List 5-31-19 (1753 : Accounts Payable Check Run)

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/29/2019 - 10:51AM
 Batch: 09238.05.2019 - missy4 april



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Amazon									
10020									
573585683934	4/17/2019	15.98	0.00	05/31/2019				False	0
100-009-599802 Computer Hardware				usb hub for ppd					
573585683934 Total:		15.98							
86337773489	4/18/2019	59.98	0.00	05/31/2019				False	0
100-009-599802 Computer Hardware				video graphic card					
86337773489 Total:		59.98							
Amazon Total:		75.96							
Hanson Industrial-Peoria, Inc.									
11382									
043027425	4/30/2019	2,831.15	0.00	05/31/2019				False	0
501-501-534400 Equipment Repairs				repair to pressure washer					
043027425 Total:		2,831.15							
Hanson Industrial-Peoria, I		2,831.15							
Illinois Public Works Mutual Aid Network									
11320									
245	3/28/2019	250.00	0.00	05/31/2019				False	0
100-007-551600 Dues And Subscriptions				IPWMAN dues					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	245 Total:	250.00							
	Illinois Public Works Mutu	250.00							
IWIRC 10335									
284911	4/1/2019	113.25	0.00	05/31/2019				False	0
501-501-559000 Medical Expense/supplies				physical					
	284911 Total:	113.25							
284976	4/2/2019	111.25	0.00	05/31/2019				False	0
501-501-559000 Medical Expense/supplies				physical					
	284976 Total:	111.25							
	IWIRC Total:	224.50							
James Unland & Co Inc. 10671									
716	5/13/2019	1,342.50	0.00	05/31/2019				False	0
695-095-569000 Other Contractual Service				04/19 benefit services					
	716 Total:	1,342.50							
	James Unland & Co Inc. To	1,342.50							
Keppler Environmental Management, Inc. 13742									
5052	4/12/2019	5,832.23	0.00	05/31/2019				False	0
445-043-585400 Contract Storm Improvements				final payment for thrush ave					
	5052 Total:	5,832.23							
	Keppler Environmental Ma	5,832.23							

Attachment: To Be Paid Proof List 5-31-19 april fy2019 (1753 : Accounts Payable Check Run)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Laser Electric Inc 10367 sm2519	3/11/2019	1,235.62	0.00	05/31/2019				False	0
100-032-532000 Electronic Equipment Main				signal maintenance					
sm2519 Total:		1,235.62							
Laser Electric Inc Total:		1,235.62							
Midwest Engineering Associates, Inc 11961 inv5563	4/30/2019	12,785.08	0.00	05/31/2019				False	0
232-232-561200 Engineering Fees				engineering for broadway farms					
inv5563 Total:		12,785.08							
Midwest Engineering Asso		12,785.08							
Miller Hall & Triggs 10423 2946m	5/15/2019	423.92	0.00	05/31/2019				False	0
501-501-560600 Corporate Counsel Fees				transfer enterprise funds conf with joseph					
2946m	5/15/2019	423.92	0.00	05/31/2019				False	0
231-030-560600 Corporate Counsel Fees				transfer enterprise funds conf with joseph					
2946m	5/15/2019	423.92	0.00	05/31/2019				False	0
223-023-561000 legal fees				transfer enterprise funds conf with joseph					
2946m	5/15/2019	1,542.37	0.00	05/31/2019				False	0
270-270-560600 Corporate Counsel Fees				ameren easement discussions and analysis					
2946m	5/15/2019	86.65	0.00	05/31/2019				False	0
231-029-560600 Corporate Counsel Fees				IEPA loan					
2946m	5/15/2019	1,871.64	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				potential conflict of interest council members					
2946m	5/15/2019	727.86	0.00	05/31/2019				False	0
231-030-560600 Corporate Counsel Fees				budget issues for combining storm and wastewater					
2946m	5/15/2019	1,739.26	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				general legal matters					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
2946m	5/15/2019	1,092.30	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				ordinance violations					
2946m	5/15/2019	2,707.36	0.00	05/31/2019				False	0
100-003-561001 Legal Services - Police Labor				police labor matters					
2946m	5/15/2019	3,145.40	0.00	05/31/2019				False	0
100-003-561001 Legal Services - Police Labor				brooks/bitner cases					
2946m	5/15/2019	39.40	0.00	05/31/2019				False	0
100-003-561001 Legal Services - Police Labor				brooks case					
2946m	5/15/2019	279.40	0.00	05/31/2019				False	0
100-003-561001 Legal Services - Police Labor				ujinski case					
2946m	5/15/2019	636.70	0.00	05/31/2019				False	0
100-003-561002 Legal Services - Fire Labor				pierce issue					
2946m	5/15/2019	177.30	0.00	05/31/2019				False	0
501-501-560600 Corporate Counsel Fees				background checks					
2946m	5/15/2019	396.10	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				general labor related					
2946m	5/15/2019	65.00	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				liens for demolitions					
2946m	5/15/2019	728.90	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				attend public planning meetings					
2946m	5/15/2019	682.10	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				s. burling administrative review					
2946m	5/15/2019	4,578.56	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				traffic and enforcement					
2946m	5/15/2019	809.66	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				liquor commission violations/hearings and revise ordinance					
2946m	5/15/2019	1,761.16	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				review ownership issuance of liquor license					
2946m	5/15/2019	650.10	0.00	05/31/2019				False	0
525-525-560600 Corporate Counsel Fees				hanger lease					
2946m	5/15/2019	1,626.48	0.00	05/31/2019				False	0
100-003-560600 Corporate Counsel Fees				golden real estate and negotiation issues					
2946m	5/15/2019	118.20	0.00	05/31/2019				False	0
231-030-560600 Corporate Counsel Fees				lahood conferences and summary judgement					
2946m	5/15/2019	51.99	0.00	05/31/2019				False	0
231-030-560600 Corporate Counsel Fees				mangan sewer issue					
2946m	5/15/2019	5,147.01	0.00	05/31/2019				False	0
232-232-560600 Corporate Counsel Fees				possibility of utility tax/ordinance and issues with budget					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2946m Total:		31,932.66							
Miller Hall & Triggs Total:		31,932.66							
Patrick N Meyer & Associates 10471									
20191159	5/6/2019	2,500.00	0.00	05/31/2019				False	0
232-232-569000 Other Contractual Service					professional services for NPDES Phase II storm water requi				
20191159 Total:		2,500.00							
Patrick N Meyer & Associa		2,500.00							
R & R Outhouses 12595									
3011901	3/1/2019	540.00	0.00	05/31/2019				False	0
100-068-524000 Lease/rental Of Equipment					2 portable lavatories				
3011901	3/1/2019	1,894.20	0.00	05/31/2019				False	0
100-068-599000 Miscellaneous					remplacement of 2 portable lavatories				
3011901 Total:		2,434.20							
R & R Outhouses Total:		2,434.20							
Rainbo Oil Co 10534									
9126401	4/25/2019	788.03	0.00	05/31/2019				False	0
501-501-534000 Automotive Expense					bulk oil				
9126401 Total:		788.03							
Rainbo Oil Co Total:		788.03							
Ray O'Herron Co Inc									

Attachment: To Be Paid Proof List 5-31-19 april fy2019 (1753 : Accounts Payable Check Run)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10539									
1864817in	12/6/2018	309.93	0.00	05/31/2019				False	0
100-034-518900 Uniform Allowance				coats for new hire					
1864817in Total:		309.93							
1867002in	12/17/2018	670.65	0.00	05/31/2019				False	0
100-034-518900 Uniform Allowance				coats for new hire					
1867002in Total:		670.65							
Ray O'Herron Co Inc Total		980.58							
Sam Harris Clothing									
10563									
113662	4/4/2019	310.50	0.00	05/31/2019				False	0
100-034-529000 Equipment				pants and shirts for chief					
113662 Total:		310.50							
113941	4/25/2019	180.50	0.00	05/31/2019				False	0
100-034-529000 Equipment				taper for promotion to d.c.					
113941 Total:		180.50							
113942	4/25/2019	23.90	0.00	05/31/2019				False	0
100-034-529000 Equipment				badges					
113942 Total:		23.90							
Sam Harris Clothing Total:		514.90							
Standard Heating & Cooling									
13042									
3143	9/1/2018	408.64	0.00	05/31/2019				False	0
231-031-538000 Maintenance Agreements				monthly maintenance					
3143 Total:		408.64							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
3311	11/1/2018	408.64	0.00	05/31/2019				False	0
231-031-538000 Maintenance Agreements				monthly maintenance					
3311 Total:		408.64							
3504	1/1/2019	408.64	0.00	05/31/2019				False	0
231-031-538000 Maintenance Agreements				hvac maintenance					
3504 Total:		408.64							
4477	2/1/2019	408.64	0.00	05/31/2019				False	0
231-031-538000 Maintenance Agreements				hvac maintenance					
4477 Total:		408.64							
c3429	12/1/2018	408.64	0.00	05/31/2019				False	0
231-031-538000 Maintenance Agreements				monthly maintenance					
c3429 Total:		408.64							
sd7699	4/5/2019	553.87	0.00	05/31/2019				False	0
100-068-534200 Buildings And Grounds Rep				repairs at east side fire station					
sd7699 Total:		553.87							
Standard Heating & Coolin		2,597.07							
Stark Excavating, Inc 11710									
68427	5/16/2019	1,726.61	0.00	05/31/2019				False	0
445-043-585400 Contract Storm Improvements				final payment for ironwood creek erosion project					
68427 Total:		1,726.61							
Stark Excavating, Inc Total		1,726.61							
Topless Tree Service Inc 10657									
201965	3/14/2019	720.00	0.00	05/31/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-536000 Tree Removal / Replacemen				815 n 11th st/remove rotten tree					
201965 Total:		720.00							
201967	4/5/2019	1,855.00	0.00	05/31/2019				False	0
100-032-536000 Tree Removal / Replacemen				911 n 3rd st/remove large tree					
201967 Total:		1,855.00							
201968	4/12/2019	850.00	0.00	05/31/2019				False	0
100-032-536000 Tree Removal / Replacemen				1107 s 4th st/deadwood 2 trees					
201968 Total:		850.00							
201969	4/24/2019	444.00	0.00	05/31/2019				False	0
100-032-536000 Tree Removal / Replacemen				1301 highland/grind stump					
201969 Total:		444.00							
201970	4/12/2019	780.00	0.00	05/31/2019				False	0
100-032-536000 Tree Removal / Replacemen				1301 royal/remove rotten tree and stump					
201970 Total:		780.00							
201971	4/19/2019	620.00	0.00	05/31/2019				False	0
100-032-536000 Tree Removal / Replacemen				park ave/tot lot park remove limbs					
201971 Total:		620.00							
201972	4/19/2019	380.00	0.00	05/31/2019				False	0
100-032-536000 Tree Removal / Replacemen				sheridan creek/remove split tree					
201972 Total:		380.00							
Topless Tree Service Inc To		5,649.00							
Truck Centers Inc									
10664									
f14026169601	2/22/2019	-11.32	0.00	05/31/2019				False	0
223-025-534000 Automotive Expense				returned part					
f14026169601	2/22/2019	-100.80	0.00	05/31/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-032-534000 Automotive Expense					core credit				
f14026169601 Total:		-112.12							
Truck Centers Inc Total:		-112.12							
West Payment Center 10700									
840238119	4/30/2019	215.38	0.00	05/31/2019				False	0
100-763-551600 Dues And Subscriptions					investigations information services for april 2019				
840238119 Total:		215.38							
West Payment Center Total		215.38							
Will Harms Co 10706									
35915	4/25/2019	123.30	0.00	05/31/2019				False	0
100-034-520200 Office Supplies					office supplies				
35915 Total:		123.30							
Will Harms Co Total:		123.30							
Report Total:		73,926.65							

Attachment: To Be Paid Proof List 5-31-19 april fy2019 (1753 : Accounts Payable Check Run)



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: John Dossey, Police Chief

Sponsors:

AGENDA ITEM: Tazewell County Animal Control Billing - May 2019

ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – May 2019

DESCRIPTION: Tazewell County Animal Control Billing – May 2019

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check ✓ no more than 2 boxes.]

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:

Tazewell County Animal Control

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

**May 2019 Invoice**

Balance Due \$3753.83

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

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
05-30-2019	Pekin Contract Fee	\$3,753.83	\$3,753.83

As of 05-30-2019, there is a balance due of \$3,753.83

For services provided 5/1/19 - 5/31/19

Attachment: Tazewell County Animal Control Billing - May 2019 (1764 : Tazewell County Animal Control Billing - May 2019)

Tazewell County Animal Control

Record count on this entire report: 199
 Run Date: 05-31-2019 08:12:51 AM by Ryan Sanders
 FAX: (309) 925-3633

Case Intake Register 05-01-2019 to 05-30-2019

Group By Municipality
 Order By Intake Date
 Page Number: 12 of 21

Municipality:	PEKIN					
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
05-01-2019 6	05-01-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Autumn Paulsen	#172915/M/Cat/Dsh Bubble/Medium/Senior/White/Black	
05-01-2019 4	05-01-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Autumn Paulsen	#173303/F/Cat/Dsh Girl Kitty/Small/Adult/Black	
05-01-2019 2	05-01-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#173704/F/Cat/Dh Calliope/Small/Adult/Calico	
05-01-2019 1	05-01-2019	Stray/Aco Pickup Pickup location: 16th, Pekin, IL 61554	Harms, Jaymee	Erica Coffey	#173692/F/Dog/Pit Bull Pipper/Large/Adult/Chocolate/White	5696
05-02-2019 2	05-02-2019	Confiscated/Aco Pickup Pickup location: 1216 Charlotte, Pekin, IL 61554	Harms, Jaymee	Rob Gibson	#173738/M/Dog/Husky Vinnie/Large/Adult/Black/White	5700
05-05-2019 4	05-05-2019	Wildlife/Aco Pickup Pickup location: 1231 S Capitol St, Pekin, IL 61554	Lohnes, Pam		#173808/U/Other/Raccoon Small/Baby/Brown/Black	5729
05-05-2019 5	05-05-2019	Wildlife/Aco Pickup Pickup location: 1231 S Capitol St, Pekin, IL 61554	Lohnes, Pam		#173809/U/Other/Raccoon Small/Baby/Brown/Black	5729
05-05-2019 3	05-05-2019	Wildlife/Aco Pickup Pickup location: 1231 S Capitol St, Pekin, IL 61554	Lohnes, Pam		#173807/U/Other/Raccoon Small/Baby/Brown/Black	5729
05-06-2019 3	05-06-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee	Rosalene Schmall	#146627/F/Cat/Dsh Eliza/Medium/Adult/Gray	5737
05-06-2019 1	05-06-2019	Owner Surrender/Aco Pickup Pickup location: 2032 Westgate Drive, Apt 4, Pekin, IL 61554	Lohnes, Pam	Sasha Staeker (sp?)	#173810/M/Dog/Mastiff Chubs/Large/Adult/Brown/Black	5730
05-06-2019 2	05-06-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Hannah Gately	#173828/M/Dog/Pit Bull Haze/Medium/Adult	
05-06-2019 7	05-06-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes		John Alexander	#173836/F/Cat/Dsh Spinoff/Small/Kitten/Tortoise Shell	
05-06-2019 9	05-06-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes		John Alexander	#173838/M/Cat/Dsh Maximum Security/Small/Kitten/Black	
05-06-2019 4	05-06-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee	Ashley Maloney	#170510/M/Dog/Bloodhound Desoto/Large/Adult/Red	5737
05-06-2019 8	05-06-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes		John Alexander	#173837/M/Cat/Dsh Gray Magician/Small/Kitten/Gray	
05-06-2019 10	05-06-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes		John Alexander	#173839/M/Cat/Dsh Code Of Honor/Small/Kitten/Black	
05-06-2019 13	05-06-2019	Stray/Aco Pickup Pickup location: 5th & Hamilton, Pekin, IL 61554	Lohnes, Pam		#173864/U/Rabbit/Bunny Rabbit Small/Baby/White/Gray	5743
05-07-2019 8	05-07-2019	Stray/Aco Pickup Pickup location: 1009 Irene St, Pekin, IL 61554	Lohnes, Pam	Breanna Deforest	#122470/F/Dog/Pit Bull Bella/White/Tan	5753

Tazewell County Animal Control

Record count on this entire report: 199

Run Date: 05-31-2019 08:12:51 AM by Ryan Sanders

FAX: (309) 925-3633

Case Intake Register 05-01-2019 to 05-30-2019Group By Municipality
Order By Intake Date
Page Number: 13 of 21

Municipality:	PEKIN					
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
05-07-2019 4	05-07-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#173923/M/Rabbit/Rex George/Small/Adult	
05-07-2019 9	05-07-2019	Confiscated/Aco Pickup Pickup location: 1402 1/2 State St, Pekin, IL 61554	Lohnes, Pam	David Haslett	#171764/F/Dog/Chihuahua Mollie/Black/Brown	5752
05-07-2019 1	05-07-2019	Owner Surrender/Citizen Turn-in Pickup location: Not specified or see notes		Sasha Staeker (sp?)	#173871/F/Dog/Pit Bull Mercedes/Medium/Adult/Black	
05-07-2019 5	05-07-2019	Owner Surrender/Citizen Turn-in Pickup location: Not specified or see notes			#173924/F/Cat/Dsh Ella/Small/Adult/Gray/Tabby	
05-08-2019 16	05-08-2019	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Lohnes, Pam	Kendra Radcliff	#133874/M/Dog/Labrador Retriever Max/Medium/Adult/Black	5764
05-08-2019 8	05-08-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Terry Biggs	#154822/M/Dog/Aussie Ballo/Medium/Adult/Brown	
05-08-2019 3	05-08-2019	Wildlife/Aco Pickup Pickup location: 1712 St Clair Road, Pekin, IL 61554	Harms, Jaymee		#173986/U/Other/Raccoon Small/Baby/Black/Tan	5757
05-08-2019 4	05-08-2019	Wildlife/Aco Pickup Pickup location: 1712 St Clair Road, Pekin, IL 61554	Harms, Jaymee		#173988/U/Other/Raccoon Small/Baby/Black/Tan	5757
05-08-2019 12	05-08-2019	Wildlife/Aco Pickup Pickup location: 1114 S 2nd St, Pekin, IL 61554	Lohnes, Pam		#174013/U/Other/Squirrel Small/Baby/Brown	5762
05-09-2019 4	05-09-2019	Wildlife/Aco Pickup Pickup location: 1010 S 14th St, Pekin, IL 61554	Sanders, Ryan		#174028/U/Snake/Corn Snake Small/Adult/Brown/White	5768
05-09-2019 12	05-09-2019	Quarantine/Aco Pickup Pickup location: 2003 Broadway St, Pekin, IL 61554	Lohnes, Pam	Kathryn Huddleston	#174035/M/Dog/Dachshund Milo/Small/Adult/Black/White	5774
05-09-2019 6	05-09-2019	Stray/Aco Pickup Pickup location: 1107 N 8th St, Pekin, IL 61554	Harms, Jaymee	Richard Martis	#165458/F/Dog/Husky Sasha/Medium/Adult/Tri	5771
05-09-2019 5	05-09-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Tina Olsen	#174029/F/Cat/Dih Nala/Small/Kitten/Orange/Tabby	
05-10-2019 4	05-10-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes		Catherine Wolfe	#143365/F/Dog/Husky Delilah/Medium/Adult/Black/White	5776
05-10-2019 1	05-10-2019	Wildlife/Aco Pickup Pickup location: 900 N 5th St, Pekin, IL 61554	Harms, Jaymee		#174040/U/Other/Opossum Small/Baby/Gray	
05-12-2019 1	05-12-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#174081/M/Dog/Gsd Overtime/Large/Adult	
05-13-2019 5	05-13-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Linda Bennett	#140586/F/Dog/Brittany Spaniel Brittany/White/Orange	
05-13-2019 3	05-13-2019	Stray/Aco Pickup Pickup location: 1713 S 2nd St, Pekin, IL 61554	Harms, Jaymee	Shay Hill	#162771/M/Dog/Pit Bull Dave/Large/Adult/Black	5789

Tazewell County Animal Control

Record count on this entire report: 199

Run Date: 05-31-2019 08:12:51 AM by Ryan Sanders

FAX: (309) 925-3633

Case Intake Register 05-01-2019 to 05-30-2019Group By Municipality
Order By Intake Date
Page Number: 14 of 21

Municipality:	PEKIN							
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call		
05-13-2019 9	05-13-2019	Stray/Citizen Turn-in Pickup location: 21314 Il Rt 9, Tremont, IL 61568			#174142/U/Cat/Dh Medium/Adult/Gray	5886		
05-14-2019 4	05-14-2019	Other/Aco Pickup Pickup location: 1201 Oakridge, D, Pekin, IL 61554	Lohnes, Pam	Debra Wilson	#103742/M/Dog/Beagle Buddy/Tricolor	5796		
05-14-2019 6	05-14-2019	Wildlife/Aco Pickup Pickup location: 218 Schramm Drive, Pekin, IL 61554	Harms, Jaymee		#174207/U/Rabbit/Wild Small/Baby/Brown	5799		
05-15-2019 7	05-15-2019	Owner Surrender/Aco Pickup Pickup location: 704 Grandview Avenue, Pekin, IL 61554	Harms, Jaymee	Taira...	#163692/F/Dog/Heeler Lola/Medium/Adult/Red	5814		
05-15-2019 1	05-15-2019	Stray/Aco Pickup Pickup location: Dollar General, Pekin, IL 61554	Harms, Jaymee	Dale Backes	#174220/F/Dog/Terrier Dobey/Small/Brown	5804		
05-16-2019 5	05-16-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee	Michelle And...	#128052/F/Dog/Pit Bull Star/Large/Tricolor/White	5815		
05-16-2019 2	05-16-2019	Returned Adoption/Owner Turn-in Pickup location: Not specified or see notes		Jessica Digenova	#172071/M/Cat/Dsh Jameson/Small/Kitten/Orange/Tabby			
05-16-2019 3	05-16-2019	Returned Adoption/Owner Turn-in Pickup location: Not specified or see notes		Jessica Digenova	#172584/M/Cat/Dmh Alabaster/Small/Kitten/Orange			
05-16-2019 6	05-16-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee	Michelle And...	#174257/M/Dog/Pit Bull Rodeo/Large/Adult/Black/White	5815		
05-16-2019 9	05-16-2019	Stray/Aco Pickup Pickup location: 1112 S 8th St, Pekin, IL 61554	Lohnes, Pam	Hillary Spangler	#174277/M/Dog/Labrador Retriever Falcon/Medium/Adult/Brown	5819		
05-16-2019 10	05-16-2019	Stray/Aco Pickup Pickup location: 1112 S 8th St, Pekin, IL 61554	Lohnes, Pam	Hillary Spangler	#174279/F/Dog/Labrador Retriever Elodie/Medium/Adult/Brown/White	5819		
05-16-2019 7	05-16-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee	Michelle And...	#174259/F/Dog/Pit Bull Novall/Large/Adult/Black/Tan	5815		
05-16-2019 8	05-16-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee		#174261/F/Dog/Chihuahua Small/Adult/Blonde	5815		
05-17-2019 8	05-17-2019	Stray/Aco Pickup Pickup location: 1257 Hawthorn, Pekin, IL 61554	Homerin, Charlena	Cari Ranney	#39748/F/Dog/Maltese Maddie/White	5831		
05-19-2019 2	05-19-2019	Stray/Aco Pickup Pickup location: 101 S Capitol, Pekin, IL 61554	Homerin, Charlena	Monique Sheff	#157018/F/Dog/English Bulldog Gracie/Small/Adult/Brown/White	5834		
05-19-2019 1	05-19-2019	Stray/Aco Pickup Pickup location: 101 S Capitol, Pekin, IL 61554	Homerin, Charlena	Monique Sheff	#157019/M/Dog/English Bulldog Jaxs/Small/Brindle/White	5834		
05-20-2019 2	05-20-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Benjamin Stone	#174316/F/Cat/Dsh Skye/Brown			
05-20-2019 9	05-20-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Michelle Colvin	#174329/F/Cat/Dsh Feral/Gray			

Tazewell County Animal Control**Case Intake Register 05-01-2019 to 05-30-2019**

Record count on this entire report: 199

Group By Municipality

Run Date: 05-31-2019 08:12:51 AM by Ryan Sanders

Order By Intake Date

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Municipality:	PEKIN					
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
05-20-2019 11	05-20-2019	Stray/Aco Pickup Pickup location: Mcnaughten Park, Pekin, IL 61554	Lohnes, Pam		#174332M/Cat/Dsh Chonk/Medium/Adult/Orange/Tabby	5846
05-20-2019 14	05-20-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#174337F/Cat/Dmh Loreal/Large/Adult/Calico	
05-20-2019 13	05-20-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam	Patrick Landrith	#174042F/Dog/Labrador Retriever Willow/Large/Adult/Brindle/Gray	5847
05-20-2019 12	05-20-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam	Patrick Landrith	#174043F/Dog/Labrador Retriever Izzy/Large/Adult/Brown	5847
05-20-2019 3	05-20-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Benjamin Stone	#174317F/Cat/Dsh Bacon/White/Gray	
05-20-2019 5	05-20-2019	Wildlife/Aco Pickup Pickup location: 501 Washington St, Pekin, IL 61554	Lohnes, Pam		#174319U/Bird/Duck Small/Baby/Yellow	5840
05-20-2019 10	05-20-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Michelle Colvin	#174330F/Cat/Dsh Gray	
05-20-2019 15	05-20-2019	Stray/Aco Pickup Pickup location: 108 Parkview Court, Pekin, IL 61554	Homerin, Charlena		#174338M/Cat/Dsh Parker/Small/Kitten/Gray/Tabby	5848
05-22-2019 3	05-22-2019	Wildlife/Aco Pickup Pickup location: 1511 Mechanic St, Pekin, IL 61554	Homerin, Charlena		#174430U/Other/Raccoon Large/Adult	5861
05-23-2019 3	05-23-2019	Stray/Aco Pickup Pickup location: Willow And Parkway, Pekin, IL 61554	Lohnes, Pam	Britney Carney	#162589M/Dog/American Staffordshire Terrier Snoop/Large/Adult/Blue/White	5866
05-23-2019 1	05-23-2019	Stray/Aco Pickup Pickup location: 2841 Allentown, Pekin, IL 61554	Lohnes, Pam	Sonni Morrow	#174443M/Dog/Shepherd Phoenix/Medium/Senior/Brown/Black	5863
05-24-2019 5	05-24-2019	Confiscated/Aco Pickup Pickup location: 107 Parkview, Apt3, Pekin, IL 61554	Lohnes, Pam	Nate Kettle	#174495U/Cat/Dsh Small/Kitten/Brown/Tabby	5869
05-24-2019 3	05-24-2019	Stray/Aco Pickup Pickup location: 1410 S 10th St, Pekin, IL 61554	Lohnes, Pam		#174487F/Cat/Dih Pantene/Small/Adult/Brown/White	5875
05-27-2019 3	05-27-2019	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Kautz, Chad	Catherine Wolfe	#143365F/Dog/Husky Delliah/Medium/Adult/Black/White	5891
05-27-2019 12	05-27-2019	Owner Surrender/Aco Pickup Pickup location: 622 S 12th St, Pekin, IL 61554	Kautz, Chad	Salem Parod	#159430M/Dog/Pit Bull Ragnar/Large/Adult/Chocolate/White	5895
05-27-2019 4	05-27-2019	Stray/Aco Pickup Pickup location: 343 Catherine St, Pekin, IL 61554	Kautz, Chad	Allison Green	#165636F/Dog/Labrador Retriever Ziva/Medium/Adult/Chocolate	5892
05-27-2019 7	05-27-2019	Stray/Aco Pickup Pickup location: 2214 Stoneybrook, Pekin, IL 61554	Kautz, Chad		#174504U/Cat/Dsh Small/Kitten/Orange	5893
05-27-2019 8	05-27-2019	Stray/Aco Pickup Pickup location: 2214 Stoneybrook, Pekin, IL 61554	Kautz, Chad		#174505U/Cat/Dsh Small/Kitten/Orange	5893

Tazewell County Animal Control

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Municipality:	PEKIN						
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call	
05-27-2019 9	05-27-2019	Stray/Aco Pickup Pickup location: 2214 Stoneybrook, Pekin, IL 61554	Kautz, Chad		#174506/U/Cat/Dsh Small/Kitten/Orange	5893	
05-27-2019 5	05-27-2019	Stray/Aco Pickup Pickup location: 2214 Stoneybrook, Pekin, IL 61554	Kautz, Chad		#174502/U/Cat/Dsh Small/Kitten/Black	5893	
05-27-2019 6	05-27-2019	Stray/Aco Pickup Pickup location: 2214 Stoneybrook, Pekin, IL 61554	Kautz, Chad		#174503/U/Cat/Dsh Small/Kitten/Black	5893	
05-27-2019 10	05-27-2019	Stray/Aco Pickup Pickup location: 2214 Stoneybrook, Pekin, IL 61554	Kautz, Chad		#174507/U/Cat/Dsh Small/Kitten/Gray	5893	
05-28-2019 7	05-28-2019	Stray/Aco Pickup Pickup location: 1511 Sara Lane, Apt 6, Pekin, IL 61554	Lohnes, Pam	Jennifer And Jason...	#122506/F/Dog/Pug Nala/Small/Adult/Black	5905	
05-28-2019 9	05-28-2019	Wildlife/Aco Pickup Pickup location: 2022 Windsor St, Pekin, IL 61554	Lohnes, Pam		#174533/U/Other/Raccoon Medium/Adult/Black/Tan	5908	
05-28-2019 11	05-28-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#174536/U/Cat/Dmh Medium/Adult/Brown/Black		
05-28-2019 12	05-28-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Angelica Lingentfelter	#173189/M/Cat/Dsh Leo/Small/Adult/Orange		
05-28-2019 2	05-28-2019	Wildlife/Citizen Turn-in Pickup location: Not specified or see notes			#174513/U/Other/Bat Small/Adult/Brown/Black		
05-28-2019 8	05-28-2019	Wildlife/Aco Pickup Pickup location: 1519 Lake, Pekin, IL 00000	Harms, Jaymee		#174530/U/Rabbit/Wild Small/Adult/Gray/Brown	5902	
05-28-2019 10	05-28-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#174535/F/Cat/Dmh Medium/Adult/Calico		
05-29-2019 6	05-29-2019	Euthanasia Request Bite/Owner... Pickup location: 2222 Sierra Drive, Pekin, IL 61554		Dan Hansen	#122905/M/Dog/Dachshund Bruno/Medium/Adult/Tan/White	5898	
05-29-2019 2	05-29-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Timothy Reed	#174546/M/Cat/Dsh Brown/Tabby		
05-29-2019 3	05-29-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Timothy Reed	#174547/U/Cat/Dsh Black		
05-29-2019 1	05-29-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Timothy Reed	#174545/F/Cat/Dsh Small/Adult/Tortoise Shell		
05-29-2019 7	05-29-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#174563/U/Cat/Dh Medium/Adult/Tabby/White	5913	
05-30-2019 2	05-30-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#174621/M/Cat/Dsh Hitler/Gray/White		
05-30-2019 4	05-30-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#174624/F/Cat/Dsh Moma/Gray/White		

Tazewell County Animal Control**Case Intake Register 05-01-2019 to 05-30-2019**

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Group By Municipality

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Order By Intake Date

FAX: (309) 925-3633

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Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
05-30-2019 5	05-30-2019	Owner Surrender/Owner Turn-in		Carl Hauk	#174625/F/Cat/Dsh	
Pickup location: Not specified or see notes						
End of Group	Group count:	91				



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Josie Esker, Assistant City Engineer

Sponsors:

AGENDA ITEM: Recieve Bids for the 2019 Sidewalk Improvement Project

ACTION REQUESTED: Receive and File four bids for the 2019 Sidewalk Improvement Project opened June 5, 2019.

DESCRIPTION: Receive and file bids from Illinois Civil Contractors Inc., Kemper Construction Inc., Otto Baum Company Inc., and C&G Concrete Construction Inc. for the 2019 Sidewalk Improvement Project

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check √ no more than 2 boxes.]

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/5/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY C&G Concrete Construction Co, Inc.		
Contractor's Name		
1906 Meadow Ave		
Street	P.O. Box	
East Peoria	IL	61611
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF TazewellCity of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2019 Sidewalk Improvements

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

Attachment: C & G CONCRETE CONSTRUCTION (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Clerk,
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 10:00 AM on June 5, 2019
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
City Hall, 111 S. Capitol St; Pekin, IL 61554 at 10:00 AM on June 5, 2019
 Address Time Date

DESCRIPTION OF WORK

Name 2019 Sidewalk Improvements Length: _____ feet (_____ miles)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement, installation of ADA ramps to PROWAG Standards

1. Plans and proposal forms will be available in the office of Josie Esker, Asst. City Engineer of Pekin IL
111 S. Capitol St; Pekin, IL 61554 jaesker@ci.pekin.il.us
 Address

2. ☐ Prequalification

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

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. Proposal of 2019 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement,
Installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 1, 2019
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin
 The amount of the check is _____ bid Bond (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.~~
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: C & G CONCRETE CONSTRUCTION (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements	\$99,494.00
--	-------------

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Remove & Replace CC&G	FOOT	721	\$38.00	\$27,398.00
2	Sidewalk Removal	SQ. FT.	1850	\$5.00	\$9,250.00
3	Asphalt Pavement Removal	SQ. YD.	1028	\$12.00	\$12,336.00
4	PCC Sidewalk, 4"	SQ. FT.	1985	\$20.00	\$39,700.00
5	Detectable Warnings	SQ. FT.	62	\$25.00	\$1550.00
6	Aggregate Base Course	TON	192	\$30.00	\$5,760.00
7	Traffic Control	L. SUM	1	\$2,000.00	\$2,000.00
8	Mobilization	L. SUM	1	\$ 1,500.00	\$1,500.00

Attachment: C & G CONCRETE CONSTRUCTION (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

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

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name C&G Concrete Construction Co, Inc.Signed By Patricia A. Slusher
 PresidentBusiness Address 1906 Meadow Ave East Peoria, IL 61611

Insert Names of Officers

 { President Patricia Slusher
 Secretary Curtis Slusher
 Treasurer Judith Slusher
Attest: Curtis Slusher
 Secretary

Attachment: C & G CONCRETE CONSTRUCTION (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 2019 Sidewalk Improvements
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE C&G Concrete Construction Co Inc as PRINCIPAL
 and Old Republic Surety Company as SURETY.

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 4th day of June, 2019

Principal

C&G Concrete Construction Co Inc

(Company Name)

By: Anthony Rush V-President
 (Signature and Title)

(Company Name)

By: _____
 (Signature and Title)

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

Old Republic Surety Company

(Name of Surety)

Surety

By: Blake E. Allison
 (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Macon

I, Stacy R Standley

do hereby certify that

, a Notary Public in and for said county,

Curtis Slusher and Blake E Allison

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

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

Given under my hand and notarial seal this 4th day of June, 2019

My commission expires May 25, 2021

Stacy R. Standley

(Notary Public)

"OFFICIAL SEAL"

STACY R STANDLEY

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 05-25-21

ELECTRONIC BID BOND

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

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GLENDA HOFFMAN, DANIEL A. MARTINI AND BLAKE E. ALLISON OF FORSYTH, IL.

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and mortgage guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$50,000,000.00) FOR ANY SINGLE OBLIGATION

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

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

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

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

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

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19th day of March, 2018.


Assistant Secretary



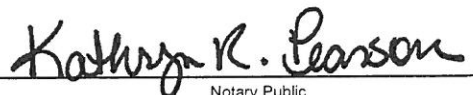
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of March, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2018

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

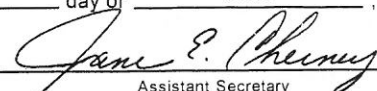
CERTIFICATE

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



40-1871

Signed and sealed at the City of Brookfield, WI this 4th day of June, 2019


Assistant Secretary

ORSC 22262 (3-06)

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Contractor	Illinois Civil Contractors, Inc.	
Street	420 Pinecrest Drive East Peoria, IL 61611	
P.O. Box		
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell
City of Pekin
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2019 Sidewalk Improvements
 SECTION NO. _____
 TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects	
Submitted/Approved/Passed	
☐ Mayor	☐ President of Board of Trustees
☒ Municipal Official	
Date	

Department of Transportation
☐ Released for bid based on limited review
Regional Engineer
Date

For County and Road District Projects	
Submitted/Approved	
Highway Commissioner	
Date	
Submitted/Approved	
County Engineer/Superintendent of Highways	
Date	

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

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Clerk,
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 10:00 AM on June 5, 2019
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
City Hall, 111 S. Capitol St; Pekin, IL 61555 at 10:00 AM on June 5, 2019
 Address Time Date

DESCRIPTION OF WORK

Name 2019 Sidewalk Improvements Length: _____ feet (_____ miles)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement, installation of ADA ramps to PROWAG Standards

1. Plans and proposal forms will be available in the office of Josie Esker, Asst. City Engineer of Pekin IL
111 S. Capitol St; Pekin, IL 61554 jaesker@ci.pekin.il.us
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. Proposal of 2019 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement,
Installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 1, 2019
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:~~ Section Number _____
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: ILLINOIS CIVIL CONTRACTORS INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Remove & Replace CC&G	FOOT	721		
2	Sidewalk Removal	SQ. FT.	1850		
3	Asphalt Pavement Removal	SQ. YD.	1028		
4	PCC Sidewalk, 4"	SQ. FT.	1985		
5	Detectable Warnings	SQ. FT.	62		
6	Aggregate Base Course	TON	192		
7	Traffic Control	L. SUM	1		
8	Mobilization	L. SUM	1		

SEE ATTACHED

Attachment: ILLINOIS CIVIL CONTRACTORS INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive

East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)

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

Fax: 309-694-5676

Quote To:

City of Pekin

Job Name:

Pekin 2019 Sidewalk Improvements Proj

Phone:

309-477-2300

Bid Date:

6/5/2019

Addendum(s):

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove & Replace CC&G	721.00	FOOT	73.00	52,633.00
2	Sidewalk Removal	1,850.00	SQFT	3.00	5,550.00
3	Asphalt Pavement Removal	1,028.00	SQYD	12.00	12,336.00
4	PCC Sidewalk 4"	1,985.00	SQFT	11.00	21,835.00
5	Detectable Warnings	62.00	SQFT	30.00	1,860.00
6	Aggregate Base Course	192.00	TON	48.00	9,216.00
7	Traffic Control	1.00	LSUM	2,300.00	2,300.00
8	Mobilization	1.00	LSUM	6,700.00	6,700.00
GRAND TOTAL					\$112,430.00

Attachment: ILLINOIS CIVIL CONTRACTORS INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

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

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name ILLINOIS CIVIL CONTRACTORS, INC.Signed By Michael L. Fehr
PresidentBusiness Address 420 PINECREST DRIVE EAST PEORIA
61611

Insert Names of Officers

President Michael L. Fehr
 Secretary JEFF FURST
 Treasurer Michael L. Fehr

Attest:

 Secretary

Attachment: ILLINOIS CIVIL CONTRACTORS INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

Route	2019 Sidewalk Improvements
County	Tazewell
Local Agency	City of Pekin
Section	

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Attachment: ILLINOIS CIVIL CONTRACTORS INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)



THE SILVER LINING®

Bond No. 2413296

POWER OF ATTORNEY

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

Blake E Allison

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

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

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

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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

Signed and sealed at West Bend, Wisconsin this 5th day of June, 2019.



Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

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

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF TazewellCity of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2019 Sidewalk Improvements

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Clerk,
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 10:00 AM on June 5, 2019
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
City Hall, 111 S. Capitol St; Pekin, IL 6155 at 10:00 AM on June 5, 2019
 Address Time Date

DESCRIPTION OF WORK

Name 2019 Sidewalk Improvements Length: _____ feet (_____ miles)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement, installation of ADA ramps to PROWAG Standards

1. Plans and proposal forms will be available in the office of Josie Esker, Asst. City Engineer of Pekin IL
111 S. Capitol St; Pekin, IL 61554 jaesker@ci.pekin.il.us
 Address

2. ☐ Prequalification

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

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

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

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

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

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

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

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

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

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. Proposal of 2019 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement,
Installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 1, 2019 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:~~ Section Number _____
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: KEMPER CONSTRUCTION INC (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Remove & Replace CC&G	FOOT	721	\$70.00	\$50,470.00
2	Sidewalk Removal	SQ. FT.	1850	\$2.50	\$4,625.00
3	Asphalt Pavement Removal	SQ. YD.	1028	\$45.00	\$46,260.00
4	PCC Sidewalk, 4"	SQ. FT.	1985	\$11.00	\$21,835.00
5	Detectable Warnings	SQ. FT.	62	\$40.00	\$2,480.00
6	Aggregate Base Course	TON	192	\$45.00	\$8,640.00
7	Traffic Control	L. SUM	1	\$6,000.00	\$6,000.00
8	Mobilization	L. SUM	1	\$6,500.00	\$6,500.00

Attachment: KEMPER CONSTRUCTION INC (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

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

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Kemper Construction Inc.Signed By Kara S. Fitzgerald
 PresidentBusiness Address 423 Enterprise Drive
Canton, IL 61520

Insert Names of Officers

President _____

Secretary Daniel R. Fitzgerald

Treasurer _____

Attest:

Daniel R. Fitzgerald
 Secretary

Attachment: KEMPER CONSTRUCTION INC (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

Route	<u>2019 Sidewalk Improvements</u>
County	<u>Tazewell</u>
Local Agency	<u>City of Pekin</u>
Section	

PAPER BID BOND

ELECTRONIC BID BOND



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GLENDA HOFFMAN, DANIEL A. MARTINI AND BLAKE E. ALLISON OF FORSYTH, IL.

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and mortgage guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$50,000,000.00) FOR ANY SINGLE OBLIGATION

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

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

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

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

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

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19th day of March, 2018.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of March, 2018, personally came before me, Alan Pavlic, and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2018

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

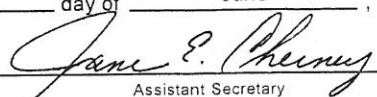
CERTIFICATE

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



40-1871

Signed and sealed at the City of Brookfield, WI this 5th day of June, 2019


Assistant Secretary



Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Otto Baum Co., Inc.		
Contractor's Name		
866 N. Main St		
Street		P.O. Box
Morton	IL	61550
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

City of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2019 Sidewalk Improvements

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

Attachment: OTTO BAUMCOMPANY, INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Clerk,
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 10:00 AM on June 5, 2019
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
City Hall, 111 S. Capitol St; Pekin, IL 61554 at 10:00 AM on June 5, 2019
 Address Time Date

DESCRIPTION OF WORK

Name 2019 Sidewalk Improvements Length: _____ feet (_____ mile)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement, installation of ADA ramps to PROWAG Standards

1. Plans and proposal forms will be available in the office of Josie Esker, Asst. City Engineer of Pekin IL
111 S. Capitol St; Pekin, IL 61554 jaesker@ci.pekin.il.us
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: OTTO BAUMCOMPANY, INC. (1765 : Receive Bids for the 2019 Sidewalk Improvement Project)

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. Proposal of 2019 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement,
Installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 1, 2019
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin
 The amount of the check is 5% Bid Bond (_____)
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:~~ Section Number _____
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If the proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: OTTO BAUMCOMPANY, INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

www.ottobaum.com

309-266-7114 ■ Fax 309-263-1050

866 N. Main St. ■ Morton, IL 61550

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

Contact: Austin Wissel, 309-266-7114Job Name: 2019 Sidewalk Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove & Replace CC&G	721.00	FOOT	65.88	47,499.4
2	Sidewalk Removal	1,850.00	SQFT	2.31	4,273.5
3	Asphalt Pavement Removal	1,028.00	SQYD	5.60	5,756.8
4	PCC Sidewalk 4"	1,985.00	SQFT	10.40	20,644.0
5	Detectable Warnings	62.00	SQFT	25.00	1,550.0
6	Aggregate Base Course	192.00	TON	50.54	9,703.6
7	Traffic Control	1.00	LSUM	2,081.25	2,081.2
8	Mobilization	1.00	LSUM	1,045.01	1,045.0
GRAND TOTAL					\$92,553.7

Attachment: OTTO BAUMCOMPANY, INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)



SCHEDULE OF PRICE

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Remove & Replace CC&G	FOOT	721	Please see attached	price list
2	Sidewalk Removal	SQ. FT.	1850		
3	Asphalt Pavement Removal	SQ. YD.	1028		
4	PCC Sidewalk, 4"	SQ. FT.	1985		
5	Detectable Warnings	SQ. FT.	62		
6	Aggregate Base Course	TON	192		
7	Traffic Control	L. SUM	1		
8	Mobilization	L. SUM	1		

Attachment: OTTO BAUMCOMPANY, INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

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

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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

Attachment: OTTO BAUMCOMPANY, INC. (1765 : Receive Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder Not applicable

Business Address _____

(If a partnership)

Firm Name Not applicable

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners {

(If a corporation)

Corporate Name Otto Baum Co., Inc.

Signed By _____

President

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

Insert Names of Officers {

President Terry BaumSecretary Jedd RocheTreasurer Scott Wallace

Attest: _____

Secretary

Attachment: OTTO BAUMCOMPANY, INC. (1765 : Recieve Bids for the 2019 Sidewalk Improvement Project)

RETURN WITH BID

Route	<u>2019 Sidewalk Improvements</u>
County	<u>Tazewell</u>
Local Agency	<u>City of Pekin</u>
Section	

WE _____ as PRINCIPAL

d _____ as SURETY,

Packet Pg. 105



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 2019 Sidewalk Improvements
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE Otto Baum Company, Inc. as PRINCIPAL

and Travelers Casualty & Surety Company of America as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 5th day of June, 2019

By: Terry L. Baum, President
 (Signature and Title)
 Otto Baum Company, Inc.
 (Company Name)

By: _____
 (Signature and Title)
 Otto Baum Company, Inc.
 (Company Name)

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

By: Robert E. Marvin
 (Signature of Attorney-in-Fact) Robert E. Marvin
 Travelers Casualty and Surety Company of America
 (Name of Surety)

STATE OF ILLINOIS,

COUNTY OF See attached

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

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

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

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

My commission expires _____
 (Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

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

Electronic Bid Bond ID Code

(Company/Bidder Name)

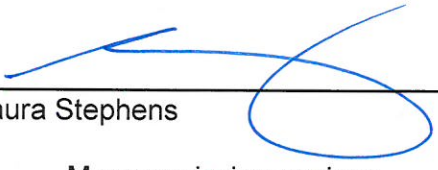
(Signature and Title)

Date

STATE OF TEXAS

COUNTY OF COLLIN

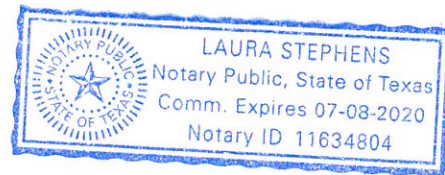
On this 5th day of June, 2019, before me personally appeared Robert E Marvin with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.



Laura Stephens

NOTARY STAMP

My commission expires:





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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault

Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **5th** day of **June**, 2019



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

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



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Michael Guerra, City Engineer

Sponsors:

AGENDA ITEM: 2019 Front Street and 5th Street Sewer Lining Bids

ACTION REQUESTED: Receive and File three bids received for this project opened May 21, 2019.

DESCRIPTION: The City received three bids for this project. Bids were from Insituform, J.C. Dillon and Hoerr Construction.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check √ no more than 2 boxes.]

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/4/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:



Specifications for

CITY OF PEKIN, IL

Front St. & 5th St. Sewer Lining

Pekin, IL

May 2019



City of Pekin

Department of Public Works

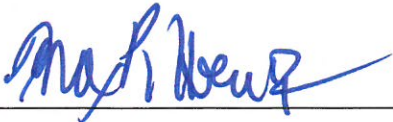
Addendum #1

CITY OF PEKIN, IL FRONT ST. & 5TH ST. SEWER LINING

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

1. Due to flooding along the river, additional photos of the Front Street site were requested. This addendum is to provide those pictures to all contractors and to answer questions asked during the pre-bid meeting.
 - a. See attached photos of Front Street
 - b. The city will make repairs to the rock shoulders on Front Street prior to construction so that traffic can be shifted over onto the shoulder during construction. The contractor shall still be responsible for traffic control.
 - c. There is no railroad requirement as part of this project.
 - d. The approximate pipe schedule for Front Street is as follows:
 - MH1 to MH2 65' of 30"
 - MH2 to MH3 165' of 30"
 - MH3 to MH4 508' of 30"
 - e. All four manholes are accessible. In the northernmost manhole, which is also the diversion chamber as shown in the plans, the 30 inch diameter pipe to be lined is offset from the lid. The City cannot confirm that it will be possible to insert the liner from MH1, but MH2 is directly above the pipe and can be used as the insertion point.
 - f. The Contractor can either divert the flow in MH1 or pump across land to an adjacent manhole or into the overflow basin approximately 80 feet away.

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

Acknowledged by : 

Date: 5-20-19

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

**BID FORM
CITY OF PEKIN, IL**

Front St. & 5th St. Sewer Lining

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Pekin
 111 South 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 60 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>5/17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </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. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: 5/20

- C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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 any thing 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.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	33" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	404	\$ 199. ⁰⁰	\$ 80,396. ⁰⁰
2	30" Circular Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	738	\$ 145. ⁰⁰	\$ 107,010. ⁰⁰
Total Base Bid Unit Price Items					\$ 187,406. ⁰⁰

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

6.01 N/A

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 15.06 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 Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

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.

ARTICLE 10 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Hoerr Construction, Inc.

By:

[Signature]



[Printed name]

Max P. Hoerr II

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Mike Kaisner

Title:

Estimator

Submittal Date:

5/20/19

Address for giving notices:

1416 County Road 200 NorthPO Box 65Goodfield, IL 61742

Telephone Number:

309-691-6653

Fax Number:

309-508-7990

Contact Name and e-mail address:

Max Hoerrinfo@hoerr.com

Bidder's License No.:

N/A
(where applicable)

BID BOND

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

BIDDER (Name and Address):

Hoerr Construction Inc
PO Box 65
Goodfield IL 61742

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

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

OWNER (Name and Address):

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

BID

Bid Due Date: May 21, 2019 10:00am
Description: Front Street & 5th Street Sewer Lining

BOND

Bond Number:

Date: May 21, 2019

Penal sum: Five percent of amount bid--- \$

(Words)

(Figures)

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

BIDDER

Hoerr Construction Inc

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title Estimator

SURETY

West Bend Mutual Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Blake E Allison

Print Name

Attorney-in-Fact

Title

Attest:

Signature Glenda Hoffman

Title Attorney-in-Fact

Note: 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 the 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 the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of Illinois

} ss:

County of Macon

On 21st day of May, 2019 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Blake E Allison

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

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

Stacy R. Standley

(Notary Public)





THE SILVER LINING®

Bond No. 2411175**POWER OF ATTORNEY**

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

Blake E Allison

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

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

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

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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

Signed and sealed at West Bend, Wisconsin this 21st day of May, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

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



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990

5/20/2019

Project: City of Pekin, IL – Front St. & 5th St. Sewer Lining, Subcontract and Supplier Information

List of Proposed Subcontractors

- None Anticipated

List of Proposed Suppliers

- CIPP Corp.
 - CIPP Resin manufactured by Interplastic Corp.
 - CIPP Catalysts manufactured by Akzo Nobel
 - CIPP Tube manufactured by Applied Felts

Thank you for the opportunity to bid this pipe lining project. If you have any questions please call me at (309) 691-6653.

Sincerely,

Mike Kaisner, Estimator / Project Manager
Hoerr Construction, Inc.

Attachment: HOERR CONSTRUCTION, INC (1755 : 2019 Front Street and 5th Street Sewer Lining Bids)



UTILITY
CONTRACTORS

P.O. Box 65
1416 County Road 200 N
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990

COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	496	8"	Jun-05	S
Rantoul, IL	Len Hadler (217) 892-2762	333 S. Tanner St., Rantoul, IL 61866	4,272	8-10"	Jul-05	S
Arcola, IL	Martin Vogel (217) 373-8900	1817 South Neil St., Ste. 100, Champaign, IL	2,390	8"	Aug-05	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	851	8"	Aug-05	S
Peoria, IL	Don Colclasure, Sr. (309) 275-7055	1805 W. Washington St., Bloomington, IL 6	110	12"	Aug-05	S
Morton, IL	Bob Wraight (309) 266-5361	120 N. Main St., Morton, IL 61550	6,975	8", 12"	Sep-05	S
White Hall, IL	Glenn Hill (217) 374-2345	116 E. Sherman St., White Hall, IL 62092	484	8"	Oct-05	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 N. Main St., Roanoke, IL 61561	400	8"	Sep-05	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61	321	8"	Jan-06	S
Peoria, IL	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	4,965	8-18"	Mar-06	S
Flanagan, IL	Morrie Duffy (815) 674-4405	PO Box 597, Flanagan, IL 61740	523	12"	Jan-06	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	430	8"	Feb-06	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	161	60"	Sep-06	H
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	290	8"	Oct-06	S
Champaign, IL	Erich Borgers (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	16,889	6-18"	Oct-06	S
Mendota, IL	Bob Larkin (815) 539-6307	800 Washington St., Mendota, IL 61342	4,992	8"	Nov-06	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61	2,162	8"	Nov-06	S
Galva, IL	Greg Thompson (309) 932-2555	210 Front Street, Galva, IL 61434-0171	2,360	8"	Nov-06	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	206	8"	Dec-06	S
Griggsville, IL	Kent Goewey (217) 833-2412	106 S. Corey, Griggsville, IL 62340	2,217	8"	Dec-06	S
Champaign, IL	Erich Borgers (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	512	10"	Dec-06	S
Morton, IL	A.J. Bimrose (309) 263-4001	120 N. Main St., Morton, IL 61550	141	24"	Jan-07	S
Fairbury, IL	Frank McPherson (815) 692-2911	201 W. Locust St., Fairbury, IL 61739	191	14"	Jan-07	S
Havana, IL	Jewel Bucy (309) 543-2526	107 N. High St., Havana, IL 62644	401	10"	Apr-07	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	1,004	8"	Apr-07	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61	132	8"	Jun-07	S
IL Cent. College, East Peoria, IL	Kevin Roberts (309) 694-5135	1 College Drive, East Peoria, IL 61635	145	18"	Jun-07	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	695	8"	Aug-07	S
WG/Caterpillar Inc., Peoria, IL	Building RPF	Cat LC 501 SW Jefferson, Peoria, IL 61630	139	6"	Aug-07	S
Coal Valley, IL	Ross Hall (309) 799-3604	900 1st St., Coal Valley, IL 61240	1,495	8-12"	Aug-07	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St., Rock Island, IL 61202	8,962	8-10"	Sep-07	S
East Moline, IL	Tim Kammner (309) 752-1595	1200 13th Ave, East Moline, IL 61244	5,900	8"	Sep-07	S
Moline, IL	John Browning (309) 736-5797	3635 4th Ave, Moline, IL 61265	2,573	8"-24"	Oct-07	S
Delavan, IL	Scott DeSplinter (309) 637-1890	401 SW Water St., Suite 209, Peoria, IL 61	284	8"	Nov-07	S
Caterpillar Inc, East Peoria, IL	Building KK	901 W. Washington St., East Peoria, IL 616	1,318	30"-48"	Nov-07	H
Caterpillar Inc, East Peoria, IL	Building KK	901 W. Washington St., East Peoria, IL 616	123	18"	Nov-07	S
Morton, IL	Phil Roecker (309) 266-5361	x217 2825 S. Fourth Ave, Morton, IL 61550	7,069	8"-15"	Nov-07	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	1,039	8" & 18"	Nov-07	S
R.A. Cullinan & Sons / GPSD	Bill Bimrose (309) 925-2711	PO Box 166, Tremont, IL 61568	281	8"	Dec-07	S

05 Total:
15,958

06 Total:
36,028



UTILITY
CONTRACTORS

Office: (309) 691-6653
P.O. Box 65
1416 County Road 200 N
Fax: (309) 508-7990
Goodfield, IL 61742

COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Urbana, IL	Brad Bennett (217) 384-2316	706 S. Glover Ave, Urbana, IL 61802	13,663	8"-24"	Dec-07	S
Champaign, IL	Erich Borgers (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	388	8"	Dec-07	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 N. Main St., Roanoke, IL 61561	1,060	8"	Dec-07	S
Avon, IL	Jessica Remy, Engineer (309) 833	McClure Engineering, 714 E. Jackson St., Avon, IL 61802	10,246	8"-10"	Jan-08	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61161	2,795	8"-10"	Feb-08	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	866	8"	Feb-08	S
Cuba, IL	George Soper, Engineer (309) 341	BCZ Inc, 188 East Simmons St, Galesburg, IL 61601	8,015	8"&12"	Apr-08	S
Canton, IL	Keith Plavec, Engineer (309) 647-	Maurer-Stutz Inc, 1670 E. Ash St, Canton, IL 61801	2,177	8"-12"	May-08	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	669	8"	May-08	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	12,407	8"-21"	Jul-08	S
Chippewa Lake, Princeville, IL	Rob Ingle (309) 385-2277	12809 Chippewa Dr, Princeville, IL 61559	149	12"	Jul-08	S
Knoxville, IL	George Soper, Engineer (309) 341	BCZ Inc, 188 East Simmons St, Galesburg, IL 61601	657	8"	Jul-08	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	15,224	8" - 18"	Aug-08	S
Morton, IL	Phil Roecker (309) 266-5361	x217 2625 S. Fourth Ave, Morton, IL 61550	7,249	8" - 18"	Sep-08	S
Hallock Township	Jim Troglio (309) 274-2848	21208 N. Blueridge Rd, Chillicothe, IL 61562	126	24"	Sep-08	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 N. Main St., Roanoke, IL 61561	653	8"	Sep-08	S
Coal Valley, IL	Ross Hall (309) 799-3604	900 1st St., Coal Valley, IL 61240	2,014	8", 12"	Sep-08	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St, Rock Island, IL 61202	4,291	8"	Sep-08	S
East Moline, IL	Tim Kammler (309) 752-1595	1200 13th Ave, East Moline, IL 61244	4,059	8", 12"	Oct-08	S
Moline, IL	Erica Williams (309) 797-0718	3635 4th Ave, Moline, IL 61265	159	12"	Oct-08	S
Cambridge, IL	Ed Dole, (309) 937-3380	101 N. Pleasant St, Cambridge, IL 61238	324	10"	Oct-08	S
Pontiac High School, Pontiac, IL	Jerry Jones (815) 844-6113	1100 S. Indiana Ave, Pontiac, IL 61764	340	8"	Oct-08	S
Urbana, IL	Brad Bennett (217) 384-2316	706 S. Glover Ave, Urbana, IL 61802	6,173	8" - 24"	Nov-08	S
Kankakee, IL	Vince Thompson (815) 933-0447	850 N. Hobbie, Kankakee, IL 60901	3,817	8"	Nov-08	S
Fairbury, IL	Frank McPherson (815) 682-2911	201 W. Locust St., Fairbury, IL 61739	1,743	10" - 12"	Nov-08	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	1,304	8", 18"	Dec-08	S
Caterpillar Inc, East Peoria, IL	East Peoria Campus	901 W. Washington St, East Peoria, IL 61616	452	18"	Dec-08	S
Washington, IL	Ken Newman (309) 444-3196	115 W. Jefferson, Washington, IL 61571	3,680	18"	Mar-09	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	10,556	8" - 15"	Jun-09	S
Mackinaw, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61506	3,251	8" - 12"	Jun-09	S
Normal, IL / Stark Excavating	Don Colclasure, Jr. (309) 828-503	1805 W. Washington St, Bloomington, IL 61801	475	33"	Jun-09	H
Champaign, IL	Erich Borgers (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	21,913	8" - 24"	Aug-09	S
Springfield, IL - CWLP	Patrick Giacomini (217) 757-8670	3100 Stevenson Drive, Springfield, IL 62703	3,459	39"-42"	Sep-09	H
Peoria, IL - Best Buy	Bill Joseph (309) 692-1135	5001 N. University Street	130	30"	Sep-09	S
Morton, IL	Phil Roecker (309) 266-5361	x217 2625 S. Fourth Ave, Morton, IL 61550	8,824	6"-15"	Oct-09	S
Coal Valley, IL	Ross Hall (309) 799-3604	900 1st St., Coal Valley, IL 61240	1,484	8"	Oct-09	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St, Rock Island, IL 61202	4,700	8"	Oct-09	S
Moline, IL	John Browning (309) 736-5797	3635 4th Ave, Moline, IL 61265	2,965	8" - 18"	Oct-09	S
East Moline, IL	Tim Kammler (309) 752-1595	1200 13th Ave, East Moline, IL 61244	4,826	8" - 12"	Oct-09	S

08 Total:
85,909



UTILITY
CONTRACTORS

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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	1,817	8" - 14"	Oct-09	S
Whiteside County	0	0	216	18" & 30"	Nov-09	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61	1,162	8" & 15"	Dec-09	S
Flanagan, IL	Phil Allyn, Engineer (309) 689-9887	7707 N. Knoxvill Ave, Ste 200, Peoria, IL	3,025	8" - 12"	Dec-09	S
Hoerr Construction, Peoria, IL	Max Hoerr (309) 691-6653	1601-D W. Luthy Dr, Peoria, IL 61615	70	6"	Jan-10	AMB
Springfield, IL - CWLP	Patrick Giacomini (217) 757-8670	3100 Stevenson Drive, Springfield, IL 62703	258	39"	Jan-10	H
Caterpillar Inc, East Peoria, IL	East Peoria Campus	901 W. Washington St, East Peoria, IL 616	269	12"	Feb-10	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	11,854	8" - 24"	Mar-10	S
Kankakee, IL	Vince Thompson (815) 933-0447	850 N. Hobbie, Kankakee, IL 60901	1,540	8" - 15"	Mar-10	S
Davenport, IA / Municipal Pipe Tool	Sharon Washcat (800) 798-4205	515 5th St, Hudson, IA 50843-0398	8,289	8" - 12"	Apr-10	S
Creve Coeur, IL	Jeff Sheffler (309) 694-4101	995 Wesley Road, Creve Coeur, IL 61610	369	8"	Apr-10	S
Effingham, IL / Farnsworth Engineers	Michelle Wilkins (217) 342-5303	201 E. Jefferson, Effingham, IL 62401	632	10"	May-10	S
Kankakee, IL	Vince Thompson (815) 933-0447	850 N. Hobbie, Kankakee, IL 60901	420	24"	May-10	S
Mackinaw, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	5,662	8" - 10"	Jun-10	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	785	15" - 18"	Jun-10	S
Pekin, IL	Joe Wuellner (309) 477-2300	111 S. Capitol St., Pekin, IL 61554	333	12"	Aug-10	S
Champaign, IL	Erich Borgers (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	19,109	8" - 21"	Aug-10	S
Urbana, IL	Brad Bennett (217) 384-2316	706 S. Glover Ave, Urbana, IL 61802	7,442	8" - 12"	Aug-10	S
HCR Manorcure, East Peoria, IL	Chris Phillips (309) 339-0460	500 Centennial Dr, East Peoria, IL 61611	195	10"	Aug-10	S
Coal Valley, IL	Ross Hall (309) 799-3604	900 1st St, Coal Valley, IL 61240	2,250	8"	Sep-10	S
Bunn-O-Matic	Bruce Bradbury (217) 585-7811	1400 Stevenson Dr, Springfield, IL 62703	27	6"	Sep-10	AMB
Midwest Foundation, East Peoria, IL	Tom Reuter (309) 925-2831	PO Box 1207, Tremont, IL 61568	170	24"	Sep-10	S
Morton, IL	Phil Roecker (309) 266-5361	x217 2625 S. Fourth Ave, Morton, IL 61550	63	20"	Sep-10	S
Hanover, IL / Municipal Pipe Tool	Sharon Washcat (800) 798-4205	515 5th St, Hudson, IA 50843-0398	11,681	8" - 12"	Sep-10	S
Peoria, IL - JC Dillon	0	0	243	18"	Sep-10	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St, Rock Island, IL 61202	5,954	8" - 18"	Nov-10	S
Moline, IL	Mark Orey (309) 524-2341	3635 4th Ave, Moline, IL 61265	6,799	8" - 18"	Nov-10	S
East Moline, IL	Tim Kammler (309) 752-1595	1200 13th Ave, East Moline, IL 61244	3,263	8" - 10"	Nov-10	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	1,153	10" & 24"	Nov-10	S
Lakeview Estates	0	0	141	21" & 30"	Nov-10	S
Knoxville, IL	George Soper, Engineer (309) 34	BCZ Inc, 188 East Simmons St, Galesburg,	1,654	8" & 12"	Nov-10	S
Mendota, IL	Tim Kimrey (815) 539-6307	607 8th Ave, Mendota, IL 61342	3,125	8" & 12"	Dec-10	S
Pontiac, IL	Todd Campbell (815) 844-5574	1024 W. Reynolds St, Pontiac, IL 61764	372	8"	Dec-10	S
O'Brien Bros. Plumbing / Caterpillar	Ted McSimov (309) 578-2495	1604 SW Adams St, Peoria, IL 61602	397	6"	Dec-10	S
Pekin, IL	Joe Wuellner (309) 477-2300	111 S. Capitol St., Pekin, IL 61554	174	36"	Jan-11	S
Galesburg Sanitary District	Harold Saline (309) 343-9087	2700 W. Main St, Galesburg, IL 61401	170	47"	Jan-11	H
Davis Houk / University of IL (UIUC)	John Kaczmarek, UIUC (217) 333 1501	S. Oak St, Champaign, IL 61820	600	4" - 8"	May-11	S, AMB
Wyanet, IL	Jack Kusek, Engineer (815) 433-2	McClure Engineering, 1138 Columbus St, O	242	10"	May-11	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. East, Mackinaw, IL 61755	6,325	8" & 12"	May-11	S



**UTILITY
CONTRACTORS**

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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Bloomington, IL / Stark Excavating	Don Colclasure, Jr. (309) 828-503	1805 W. Washington St., Bloomington, IL 6	790	12"	May-11	S
Decatur, IL	Paul Caswell (217) 424-2747	1 Gary K. Anderson Plaza, Decatur, IL	11,874	8" - 28"	Jun-11	S
Galva, IL	Greg Thompson (309) 932-2555	210 Front Street, Galva, IL 61434-0171	4,002	8" - 10"	Jun-11	S
Creve Coeur, IL	Jeff Sheffler (309) 694-4101	995 Wesley Road, Creve Coeur, IL 61610	600	8"	Jun-11	S
Moline, IL	Mark Orey (309) 524-2341	3635 4th Ave. Moline, IL 61265	860	8"	Jun-11	S
C	Bob Shaw (309) 477-2325	1208 Koch St, Pekin, IL 61554	273	12"	Jun-11	S
Pontiac, IL	Todd Campbell (815) 844-5573	1023 W. Reynolds St, Pontiac, IL 61764	8,444	8" - 24"	Jul-11	S
Pontiac, IL	Todd Campbell (815) 844-5573	1023 W. Reynolds St, Pontiac, IL 61764	190	32" oval	Jul-11	H
Macomb, IL	Daryl Phillips (309) 833-2088	233 Center St, Macomb, IL 61455	990	8" & 12"	Jul-11	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61	35,941	8" - 18"	Aug-11	S
Urbana, IL	Brad Bennett (217) 384-2316	706 S. Glover Ave, Urbana, IL 61802	11,087	6" - 12"	Sep-11	S
Limestone High School	Rusty Russell (309) 697-6271	4201 Airport Rd, Bartonville, IL 61607	190	8" - 10"	Sep-11	S
Bolingbrook, IL / IL American Water	Harold Smith (630) 739-8830	1000 Internationale Parkway, Woodridge, IL	7,004	8"	Sep-11	S
Lincoln, IL / IL American Water - EMC	Dave Kitzmiller (217) 828-2018	4725 Brecht Lane, Godfrey, IL 62035	388	15"	Oct-11	S
Champaign, IL	Erich Borgers (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	16,563	8" - 24"	Oct-11	S
Arcola, IL	Chad Larimore, Engineer (217) 37125 W.	Church St, Champaign, IL 61820	2,587	8"	Nov-11	S
Coal Valley, IL	Alan Wilson (309) 799-3604	900 1st St., Coal Valley, IL 61240	2,039	8" & 12"	Nov-11	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St, Rock Island, IL 61202	5,789	8" - 15"	Nov-11	S
East Moline, IL	Tim Kammiller (309) 752-1595	1200 13th Ave, East Moline, IL 61244	3,409	8" & 12"	Nov-11	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	2,391	8" & 12"	Nov-11	S
Brandt Construction Co, Milan, IL	Troy Stimpson (309) 787-4644	700 4th St West, Milan, IL 61264	125	15"	Nov-11	S
Moline, IL	Mark Orey (309) 524-2341	3635 4th Ave, Moline, IL 61265	2,025	8"	Nov-11	S
Cambridge, IL	Ed Dole, (309) 937-3380	101 N. Pleasant St, Cambridge, IL 61238	5,509	8"	Nov-11	S
Urbana Champaign Sanitary District	Mark Radi (217) 367-3409	1100 E. University Ave, Urbana, IL 61803	3,717	8"	Dec-11	S
Village of North Pekin	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	41	36"	Dec-11	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	82	15"	Dec-11	S
Lake Wildwood Homeowners Assoc.	Penny Scott (309) 387-2082	335 Wildwood Dr, Groveland, IL 61535	93	42"	Dec-11	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	696	12" & 18"	Dec-11	S
University of IL / Williams Bros. Constr.	Steve Scott, WBCI (309) 688-0411	PO Box 1366, Peoria, IL 61654	827	6" - 15"	Dec-11	S
Hanna City, IL - Farnsworth Group	Brandon Lott, PE (309) 689-9888	7707 N. Knoxville Ave, Sie 200, Peoria, IL 61654	8,647	8" & 12"	Jan-12	S
Fairbury, IL	Frank McPherson (815) 692-2911	201 W. Locust St., Fairbury, IL 61739	4,330	21" & 30"	Feb-12	S
Metamora, IL	Stan Sayre (309) 367-2581	102 N. Davenport, Metamora, IL 61548	29,614	8" - 12"	Mar-12	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	8,029	8" - 12"	Mar-12	S
East Galesburg, IL	George Soper, Engineer (309) 341-BCZ Inc.	188 East Simmons St, Galesburg, IL	5,313	8"	Apr-12	S
Tazewell County Highway Dept.	Dave Shuermann (309) 696-0485	21308 IL Route 9 Tremont, IL 61568	154	15"	Apr-12	S
Enchanted Gardens Mobile Home Park	Eric Hasselbacher (309) 303-3967	508 Reagan Drive Eureka, IL 61530	610	8"	Apr-12	S
Bolingbrook, IL / IL American Water	Harold Smith (630) 739-8830	1000 Internationale Parkway, Woodridge, IL	6,937	8" - 15"	Apr-12	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	60	24"	Apr-12	S
Cuba, IL	George Soper, Engineer (309) 341-BCZ Inc.	188 East Simmons St, Galesburg, IL	4,717	8" - 15"	May-12	S

11 Total:
136,037



UTILITY
CONTRACTORS

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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Macomb, IL	Daryl Phillips (309) 833-2088	233 Center St, Macomb, IL 61455	1,354	8" - 12"	May-12	S
Knoxville, IL	George Soper, Engineer (309) 341-BCZ Inc.	188 East Simmons St, Galesburg, IL 61607	726	8"	Jun-12	S
Caterpillar Inc, East Peoria, IL	East Peoria Campus	901 W. Washington St, East Peoria, IL 61616	652	6" & 8"	Jul-12	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. East, Mackinaw, IL 61755	6,503	8" - 10"	Jun-12	S
Tremont, IL	Brian Hild (309) 925-5711	211 S. Samson St, Tremont, IL 61568	299	12"	Jul-12	S
Morton, IL	Phil Roecker (309) 266-5361	x217 2625 S. Fourth Ave, Morton, IL 61550	8,075	8" - 15"	Aug-12	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	540	10" & 12"	Aug-12	S
Peoria, IL / GPSD - Various Projects	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	17,612	8" - 15"	Aug-12	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 N. Main St., Roanoke, IL 61561	10,371	8" - 12"	Aug-12	S
Cincinnati Twp, Pekin, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	246	12"	Aug-12	S
Kankakee, IL	Vince Thompson (815) 933-0447	850 N. Hobbie, Kankakee, IL 60901	353	12"	Aug-12	S
Westville, IL	Andy Hanflan, PE (217) 342-5668	104 N. Second St, Suite A, Effingham, IL 61734	190	12"	Aug-12	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	480	10" - 12"	Aug-12	S
Medina Township, Mossville, IL	Frank Sturm, PE (309) 692-8500	7336 N. University St., Peoria, IL 61614	140	18"	Aug-12	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2332 E. Washington, East Peoria, IL 61611	3,686	8"	Sep-12	S
Le Roy, IL	Scott Bryant (309) 962-3211	710 E. Maple, Le Roy, IL 61752	641	14"	Oct-12	S
North Pekin, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	50	24" - 18"	Oct-12	S
Creve Coeur, IL	Jeff Sheffler (309) 694-4101	995 Wesley Road, Creve Coeur, IL 61610	402	8"	Oct-12	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	223	15" & 18"	Oct-12	S
Lincoln, IL/American Water - EMC	Darrell Palmer (217) 732-4030	W. Kickapoo St, Lincoln, IL 62656	1,365	12" & 18"	Oct-12	S
Coal Valley, IL	Alan Wilson (309) 799-3604	900 1st St, Coal Valley, IL 61240	4,775	8" - 18"	Oct-12	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St, Rock Island, IL 61202	6,853	8" - 18"	Nov-12	S
East Moline, IL	Tim Kammler (309) 752-1595	1200 13th Ave, East Moline, IL 61244	6,478	8" - 18"	Nov-12	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	3,009	8" & 10"	Nov-12	S
Moline, IL	Mark Orey (309) 524-2341	3635 4th Ave, Moline, IL 61265	7,013	8" - 18"	Nov-12	S
Cambridge, IL	Ed Dole, (309) 937-3380	101 N. Pleasant St, Cambridge, IL 61238	4,945	8"	Nov-12	S
Tazewell County Highway Dept.	Dave Shuermann (309) 696-0485	21308 IL Route 9 Tremont, IL 61568	183	30"	Nov-12	S
Prophetstown, IL	Terry Heitkamp, PE (815) 562-9061	515 Lincoln Highway, Rochelle, IL 61068	11,609	6" - 15"	Dec-12	S
Metamora, IL	Stan Sayre (309) 367-2581	102 N. Davenport, Metamora, IL 61548	20,135	8" - 10"	Dec-12	S
Germantown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd, Germantown Hills 61548	1,182	8"	Jan-13	S
Medina Township, Mossville, IL	Frank Sturm, PE (309) 692-8500	7336 N. University St., Peoria, IL 61614	163	15"	Jan-13	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	178	15"	Jan-13	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	1,298	12" - 15"	Jan-13	S
Galesburg Sanitary District	Marshall Schrader (309) 342-0131	2700 W. Main St, Galesburg, IL 61401	589	42"	Jan-13	H
Wyanet, IL	Jack Kusek, Engineer (815) 433-2	McClure Engineering, 1138 Columbus St, O	3,644	8" - 10"	Feb-13	S
Mendota, IL	Tim Kimrey (815) 539-6307	607 8th Ave, Mendota, IL 61342	7,084	8" - 15"	Mar-13	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61607	79	15"	Mar-13	S
St. Charles, IL	Mike Burnett (630) 443-3925	2 East Main Street, St. Charles, IL 60174	302	30"	Mar-13	S
Hamilton, IL	Rick Beal (309) 833-4954	704 East Jackson, Macomb, IL 61455	18,011	8" - 10"	Apr-13	S

12 Total:
187,319



UTILITY
CONTRACTORS

P.O. Box 65
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Office: (309) 691-6653
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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
St. Charles, IL	Mike Burnett (630) 443-3925	2 East Main Street, St. Charles, IL 60174	5,788	8'-15"	Apr-13	S
A.D.M. Peoria, IL	Mike Schechinger (309) 669-1713	1 Edmund St, Peoria, IL 61602	315	6"-8" transition	Apr-13	S
Galesburg Sanitary District	Marshall Schrader (309) 342-0131	2700 W. Main St, Galesburg, IL 61401	2,621	8"-24"	Apr-13	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	239	15"	Apr-13	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	100	15"	Apr-13	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. East, Mackinaw, IL 61755	6,211	8" & 10"	May-13	S
Peoria, IL / G.P.S.D	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	5,396	8'-18"	May-13	S
Normal, IL	Keith Simpson (309) 454-9768	P.O. Box 589, Normal, IL 61761	296	8"	May-13	S
IL American Water Co. - Various	Harold Smith (630) 739-8830	1000 Internationale Parkway, Woodridge, IL	15,755	8"	May-13	S
Havana, IL	Jewel Bucy (309) 543-2526	107 N. High St, Havana, IL 62644	1,204	12" & 24"	Jun-13	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	328	12"-15"	Jun-13	S
IL Cent. College, Peoria, IL	Kevin Roberts (309) 694-5135	1 College Drive, East Peoria, IL 61635	802	8"	Jul-13	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	193	10"	Jul-13	S
Montgomery Twp. IL	Art Wiegand (309) 275-1687	200 N Eureka St Goodfield, IL 61742	133	12"	Jul-13	S
Flanagan, IL	Jeremy Highland (815) 867-0174	101 West South Street, Flanagan, IL 61740	607	10"	Jul-13	S
Elmwood Park, IL	Dino Braglia (708) 955-7103	11 Conti Parkway, Elmwood Park, IL 60707	4,563	12"-18"	Aug-13	S
Highland Park, IL	Leif Dickinson (847) 343-1996	1150 Half Day Road, Highland Park, IL 6001	12,362	6"-10"	Aug-13	S
North Chicago, IL	Josh Wheeler (224) 387-9891	1850 Lewis Avenue, North Chicago, IL 6006	3,064	8", 10", 15"	Aug-13	S
Lake Forest, IL	Bernard Pondexter (847) 810-355	800 North Field Drive, Lake Forest, IL 6004	7,211	6"-20"	Aug-13	S
Lake Forest, IL	Bernard Pondexter (847) 810-355	800 North Field Drive, Lake Forest, IL 6004	145	30"	Aug-13	S
Glencoe, IL	Christine Van Dorick (847) 461-1167	5 Village Court, Glencoe, IL 60022	12,251	8"-12"	Aug-13	S
LaGrange Park, IL	Brendan McLaughlin (708) 352-2593	937 Barnsdale Road, La Grange Park, IL 6016	5,145	12", 15", 21"	Aug-13	S
Tobin Brothers - Mahomet, IL	Mike Tobin (309) 685-7641	2010 NE Perry Avenue, Peoria, IL 61603	75	6"	Aug-13	S
IL American Water Co. DuPage County	Harold Smith (630) 739-8830	1000 Internationale Parkway, Woodridge, IL	25,244	8"	Sep-13	S
Germantown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd, Germantown Hills, IL 6154	1,029	8"	Sep-13	S
ICCI - Liesure Acres, Washington, IL	Jay Austin (309) 694-4224	420 Pinecrest Drive, East Peoria, IL 61611	720	12", 15", 18"	Sep-13	S
La Grange, MO	Mark Bross (573) 221-0020	Klingner & Assoc PC, 4510 Paris Gravel Rd	6,852	6", 8", 12"	Sep-13	S
Savanna, IL	Matt Hansen (815) 284-3381	Willett Hofmann & Assoc, Inc. 809 E. 2nd S	8,400	8", 10", 12", 15"	Oct-13	S
Knoxville, IL	George Soper, Engineer (309) 341-BCZ Inc,	188 East Simmons St, Galesburg, IL	1,161	8"	Oct-13	S
Bonnie Brae Forest Manor Sanitary District	Paul St. Aubyn, Engineer	AECOM, 303 E. Wacker Dr, Suite 1400, Ch	2,743	8"	Oct-13	S
IL American Water	Harold Smith (630) 739-8830	1000 Internationale Parkway, Woodridge, IL	2,542	8"	Oct-13	S
Montgomery Twp. IL	Art Wiegand (309) 275-1687	200 N Eureka St Goodfield, IL 61742	62	15"	Oct-13	S
Village of Bartonville	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	579	12", 15"	Oct-13	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	105	12"	Oct-13	S
Komatsu	Pete Willi (309) 672-7369	2300 NE Adams St, Peoria, IL 61603	232	24"	Oct-13	S
Olio Township	Ron Hartler (309) 467-5249	1427 CR 700N, Eureka, IL 61530	50	42"	Oct-13	S
Tazewell County Highway Dept.	Dave Shuermann (309) 696-0485	21308 IL Route 9 Tremont, IL 61568	82	36"	Oct-13	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	398	8"-18" Transitions	Oct-13	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61	171	8"-10" Transition	Oct-13	S



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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	%COMPLETE	Water/ Ambient
Effingham, IL	Michelle Wilkins (217) 342-5303	PO Box 648 Effingham, IL 62401	8,731	6'-21"	Nov-13	S
IL American Water Co. Homer Glen	Harold Smith (630) 739-8830	1000 Internationale Parkway, Woodridge, IL	3,165	15"-32"	Nov-13	S
Batavia, IL / RJN Group	Joe Sullivan (630) 346-2877	200 W. Front Street Wheaton, IL 60187	6,985	6'-12"	Nov-13	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	1,729	8", 12"	Dec-13	S
Marquette Heights, IL	Rick Crum (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61	243	8"	Dec-13	S
West Chicago, IL / RJN Group	Joe Sullivan (630) 346-2877	200 W. Front Street Wheaton, IL 60187	4,527	8", 10"	Dec-13	S
St. Charles, IL	Dave Todd (630) 762-7071	2 E. Main Street, St. Charles, IL 60174-198	739	24", 30"	Dec-13	S
Round Lake Park, IL	Frank J. Furlan (847) 662-4568	3233 Grand Ave Ste 4 Waukegan, IL 60085	3,490	8", 10", 12"	Jan-14	S
Urbana, IL	John Lyons (217) 384-2387	706 S. Glover Ave. Urbana, Illinois 61802	14,807	6'-30"	Feb-14	S
Urbana Champaign Sanitary District	Mark Radi (217) 367-3409	1100 E. University Ave, Urbana, IL 61803	16,884	8", 10", 12"	Mar-14	S
BNWRD Bloomington, IL	Duane Lindeman (309) 827-4396	2015 W. Oakland Ave, Bloomington, IL 617	1,179	42"	Apr-14	S
Eureka, IL	Neal McAlister (309) 467-6014	121 W Center St Eureka, IL 61530	352	10"	Apr-14	S
Medina Township, Mossville, IL	Frank Sturm, PE (309) 692-8500	7336 N. University St., Peoria, IL 61614	202	15"	Apr-14	S
Clinton, IL / Crystal Sewer & Water	Rick Petrovic (815) 744-8888	1733 Terry Dr. Joliet, IL.. 60436	9,418	6'-15" + Transitions	Apr-14	S
St. Charles, IL	Dave Todd (630) 762-7071	2 E. Main Street, St. Charles, IL 60174-198	6,206	8", 10", 12", 15"	May-14	S
Naperville, IL	Tony Conn (630) 305-5567	1200 W. Ogden Avenue Naperville, IL 6056	57,643	8", 10", 12", 15"	May-14	S
Abingdon, IL / B.C.&Z	Neal Smith (309) 343-9282	188 E Simmons St, Galesburg, IL 61401	3,883	8", 12"	May-14	S
Fairbury, IL	Frank McPherson (815) 692-2911	201 W. Locust St., Fairbury, IL 61739	4,473	0", 12", 14", 15", 21", 24"	May-14	S
Glenview, IL / DiMeo Bro's	John DiMeo (847) 640-2240	720 Richard Ln, Elk Grove Village, IL 60007	1,718	21", 27", 30", 36", 42"	Jun-14	S
IAWC Valley Marina	Eric LaReau (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	21,801	8", 10"	Jun-14	S
Eureka, IL	Neal McAlister (309) 467-6014	121 W Center St Eureka, IL 61530	2,201	6", 8", 10"	Jun-14	S
Washington TWP	Dave Weaver	PO Box 96, Washington, IL 61571	50	15"	Jun-14	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	189	18"	Jun-14	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. East, Mackinaw, IL 61755	5,353	8" & 24"	Jun-14	S
Morrison, IL	Gary Tresenriter (815) 772-7657	500 W Winfield St, Morrison, IL 61270	218	15"	Jun-14	S
JC Dillon	Chris Dillon (309) 689-1596	1515 W Luthy Dr, Peoria, IL 61612	1,069	15", 18", 20", 21", 30"	Jul-14	S
Quincy, IL	Jeff Conte (217) 228-4527	730 Maine St, Quincy, IL 62301	1,524	10", 18", 21", 24", 36"	Jul-14	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	80	21"	Jul-14	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	18,973	10", 12", 15", 18", 30"	Sep-14	S
Highland Park, IL	Leif Dickinson (847) 343-1996	1150 Half Day Road, Highland Park, IL 600	8,527	6", 8", 15"	Aug-14	S
Havana, IL	Jewel Bucy (309) 543-2526	107 N. High St, Havana, IL 62644	2,563	10", 18", 21"	Aug-14	S
Lake Forest, IL	Bernard Pondexter (847) 810-355	800 North Field Drive, Lake Forest, IL 6004	1,955	10", 12", 15", 30"	Aug-14	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	1,584	10", 12", 15", 18", 21"	Aug-14	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 N. Main St., Roanoke, IL 61561	798	8"	Aug-14	S
North Chicago, IL	Josh Wheeler (224) 387-9891	1850 Lewis Avenue, North Chicago, IL 6006	4,205	8", 10", 12"	Aug-14	S
Lombard, IL	David Trais (630) 297-9042	255 East Wilson Ave, Lombard, IL 60148	2,260	8", 10", 12"	Sep-14	S
Naperville, IL Storm	David Kerr (630) 417-2380	180 Fort Hill Dr, Naperville, IL 60540	22,116	10", 12", 15", 18", 30"	Sep-14	S
Morton, IL	Phil Roecker (309) 266-5361	x2172625 S. Fourth Ave, Morton, IL 61550	3,268	8" & 12"	Sep-14	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	1,052	8"	Sep-14	S

13 Total:
193,823



UTILITY
CONTRACTORS

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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	454	24"	Sep-14	S
Urbana, IL	Brad Bennett (217) 384-2316	706 S. Glover Ave, Urbana, IL 61802	11,650'	10", 12", 21", 30", 3	Oct-14	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N Eureka St Goodfield, IL 61742	170	12"	Oct-14	S
Henderson Lake	Joe Henderson (765) 793-8502	Covington, IN	131	36"	Oct-14	S
Urbana Champaign Sanitary District	Mark Radi (217) 367-3409	1100 E. University Ave, Urbana, IL 61803	4,127	8"	Oct-14	S
Mt. Carroll, IL	Rusty Handel (815) 244-4424	302 North Main Street Mt. Carroll, IL 61053	3,221	8", 10" & 12"	Oct-14	S
Danville Sanitary District	Tom Stone (217) 918-0846	16161 Grape Creek Rd. Danville, IL 61834	9,986'	8", 10", 12", 15", 42"	Oct-14	S
Farmington, IL	Dave Eilers (309) 251-0944	322 E. Fort St, Farmington, IL 61531	229	8"	Oct-14	S
Crystal Lake, IL	Andrew Resek (815) 356-3700	x41 100 W. Woodstock St. Crystal Lake, IL 600	10,548	8"	Oct-14	S
LeRoy, IL	Scott Bryant (309) 962-3211	710 E. Maple, Le Roy, IL 61752	394	8"	Oct-14	S
Metamora TWP, IL	Jim Schertz (309) 696-4383	809 N. Wiedman St. Metamora, IL 61548	70	48"	Nov-14	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	139	21", 24", 42"	Nov-14	S
IAWC Arbury - Mokena, IL	Eric LaReau (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	30,392'	10", 12", 15", 24", 3	Dec-14	S
Orion, IL	Chris Lundberg (309) 526-8987	1202 4th St. Orion, IL 61273	1,155	8"	Nov-14	S
Bloomington, IL	Ryan Otto (309) 434-2225	115 East Washington Street, Bloomington, IL	10	6"	Nov-14	AMB
Libertyville - National Power Rodding	Reid Ruprecht (312) 907-5292	2500 W. Arthington St Chicago, IL 60612	296	10" & 15"	Nov-14	S
Galesburg Sanitary District	Marshal Schrader (309) 342-0131	2700 W. Main St. Galesburg, IL 61401	658	43"	Dec-14	S
IAWC	Eric LaReau (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	739	21"	Dec-14	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	322	8"	Dec-14	S
Champaign, IL	Jeff Crabtree (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	550	8"	Dec-14	S
Illinois State University	Mike Johnson (309) 438-2732	100 S Fell Ave Suite 102, Normal, IL 61790	39	4" & 6"	Dec-14	AMB
BNWRD Bloomington, IL	Duane Lindeman (309) 827-4396	2015 W. Oakland Ave. Bloomington, IL 617	4,207	18" & 27"	Jan-15	S
Winfield, IL	Dan Watson, PE (630) 232-0827	324 W. State St., Geneva, IL 60134	1,281	8" & 10"	Jan-15	S
Palos Heights, IL	(708) 361-1806	7607 W. College Dr, Palos Heights, IL 6046	3,406	8", 10", 15", 24	Jan-15	S
Bushnell, IL	David Raymond (309) 313-3632	138 E. Hall, Bushnell, IL 61422	5,948	8", 10", 18"	Jan-15	S
Germantown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd, Germantown Hills 61548	1,221	8"	Jan-15	S
Cambridge, IL	Ed Dole, (309) 937-3380	101 N. Pleasant St, Cambridge, IL 61238	2,447	8" & 10"	Feb-15	S
Round Lake Park, IL	Frank J. Furlan (847) 662-4568	3233 Grand Ave Ste 4 Waukegan, IL 60085	3,274	8"	Feb-15	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St, Rock Island, IL 61202	7,409	8", 10", 15"	Feb-15	S
Lake Windermere	Jim Flannigan	1395 Fairfax Ct, Tremont, IL 61568	260	24"	Feb-15	S
East Moline, IL	Tim Kammler (309) 752-1595	1200 13th Ave, East Moline, IL 61244	8,388	6", 8", 12", 15"	Mar-15	S
Galesburg Sanitary District	Marshal Schrader (309) 342-0131	2700 W. Main St, Galesburg, IL 61401	161	12"	Mar-15	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	2,052	8"	Mar-15	S
Macomb, IL	Jason (309) 313-3751	233 Center St, Macomb, IL 61455	3,965'	8", 10", 12", 21", 24"	Mar-15	S
Germantown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd, Germantown Hills 61548	548	8"	Apr-15	S
Bloomington, IL	Ryan Otto (309) 434-2225	115 East Washington Street, Bloomington, IL	17,154'	12", 13", 15", 18", 2	May-15	S
Berger Exc. / Huntly, IL	Matt Golden (847) 980-9694	200 W. Superior Street Suite 303E, Chicago	3,293	8"	Apr-15	S
Leander Const. / Pekin, IL	Bobby Asbury, (309) 647-7400	24472 Co Rd 6, Canton, IL 61520	4,344	21", 30", 32"	May-15	S

14 Total:
295,321



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Iron Hustler Excavation	Rob Frederick (309) 691-9894	1604 W Detweiler Dr, Peoria, IL 61615	150	24"	Apr-15	S
Limestone Twp, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	50	24"	Apr-15	S
Park Ridge, IL	Nick Webber (847) 384-5457	505 Butler Pl, Park Ridge, IL 60068	7,219'	10", 12", 15", 18", 2	May-15	S
Flanagan, IL	Jeremy Highland (815) 867-0174	101 West South Street, Flanagan, IL 61740	439	19"	Apr-15	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	104	36"	Apr-15	S
Evanston, IL	Laura Biggs, (847) 448-4311	2100 Ridge Ave, Evanston, IL 60201	3,609'	10", 12", 15", 18", 2	May-15	S
Tremont, IL	Brian Hild (309) 925-5711	211 S. Samson St, Tremont, IL 61568	454	15"	May-15	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	1,567	8", 24"	May-15	S
Limestone Twp, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	109	15"	May-15	S
West Peoria, IL	Henry Strube	2506 West Rohmann Ave, West Peoria, IL	96	18"	May-15	S
Airy's Inc / IAWC	Jim Welling (708) 429-0660	7455 W. Duwan Dr., Tinley Park, IL 60477	118	12" & 15"	May-15	S
UCSD	Mark Radi (217) 367-3409	1100 E. University Ave, Urbana, IL 61803	405	15"	May-15	S
Dillon/East Peoria	Chris Dillon (309) 689-1596	1515 W Luthy Dr, Peoria, IL 61612	127	15"	May-15	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. East, Mackinaw, IL 61755	3,288	8"	May-15	S
Naperville Storm	David Kerr (630) 417-2380	180 Fort Hill Dr, Naperville, IL 60540	15,960'	2", 15", 18", 21", 24"	Jun-15	S
Unit 5 School District	Doug Johnson (309) 275-1153	1999 Eagle Rd., Normal, IL 61761	182	8"	Jun-15	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	330	15"	Jun-15	S
Highland Park, IL	Wayne Bauer, (847) 926-1150	1150 Half Day Road, Highland Park, IL 6001	12,282	6", 8", 9", 10"	Jul-15	S
Dillon/COP	Chris Dillon (309) 689-1596	1515 W Luthy Dr, Peoria, IL 61612	282	18", 24", 30"	Jul-15	S
Morton, IL	Phil Roecker (309) 266-5361	x2172625 S. Fourth Ave, Morton, IL 61550	405	8"	Jul-15	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	110	18"	Jul-15	S
Limestone Twp, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	36	15"	Jul-15	S
Lake Forest, IL	Bernard Pondexter (847) 810-355	800 North Field Drive, Lake Forest, IL 6004	5,869	8", 10"	Jul-15	S
Manteno, IL	Keith Mulholland, PE (815) 932-7	367 S. Schuyler Ave, Kankakee, IL 60901	5,462	8", 10", 15", 18"	Jul-15	S
A. Lamp/Hinsdale, IL	Anthony Iacullo (847) 891-6000	1900 Wright Blvd., Schaumburg, IL 60193	1,476	12"	Jul-15	S
North Chicago, IL	Josh Wheeler (224) 387-9891	1850 Lewis Avenue, North Chicago, IL 6006	1,615	8"	Jul-15	S
Gurnee, IL	David DePino (847) 599-7550	325 N. O'Plaine Rd., Gurnee, IL 60031	4,036	8"	Jul-15	S
Limestone Twp, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	56	15"	Jul-15	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	313	12" & 18"	Jul-15	S
Lincolnshire, IL	Terry Hawkins, (847) 913-2383	One Olde Half Day Rd, Lincolnshire, IL 600	2,162	8", 18"	Aug-15	S
Wheeling, IL	Jeff Wolgram (847) 279-6928	77 W. Hintz Rd, Wheeling, IL 60090	5,793	8", 12", 15"	Aug-15	S
Arlington Heights, IL	Jeff Musinski, (847) 368-5806	222 North Ridge Ave, Arlington Heights	7,543	8", 10"	Aug-15	S
Limestone Twp, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	452	15", 12", 30"	Aug-15	S
Bartonville, IL	FCI, Bernie Nordstrom (309) 697-124	Roosevelt St, Bartonville, IL 61607	151	21"	Aug-15	S
Washington, IL	Saddlebrook Estates HOA	250 Circle Shore Dr, Washington, IL 61571	181	24"	Aug-15	S
Hollis TWP, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	46	30"	Aug-15	S
Dillon, Caterpillar	Chris Dillon (309) 689-1596	1515 W Luthy Dr, Peoria, IL 61612	185	8"	Aug-15	S
MBI Pipelining/Joliet	Pat Wunsch (262) 790-5060	4215 N. 124th St Brookfield, WI 53005	8,900'	10", 12", 15", 18", 2	Sep-15	S
Mundelein / Allegeny Casualty	Mark Lee (847) 983-8828	5836 Lincoln, Suite 200, Morton Grove, IL	586	18"	Sep-15	S



UTILITY
CONTRACTORS

P.O. Box 65
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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Bensenville	Mehul Patel, (630) 594-1196	717 E. Jefferson, Bensenville, IL 60106	6,272	8", 10"	Sep-15	S
DuPage County DOT	Ryan Singer	421 N. County Farm Rd, Wheaton, IL 6018	368	36" & 48"	Sep-15	S
Lombard, IL / R.W. Duntleman	Lello Brandonisio, (630) 953-150	600 S. Lombard Rd, Addison, IL 60101	2,722	8"	Sep-15	S
Limestone Twp, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	55	36"	Oct-15	S
Metamora TWP, IL	Jim Schertz (309) 696-4383	809 N. Wiedman St. Metamora, IL 61548	52	48"	Oct-15	S
St. Charles, IL	Dave Todd (630) 762-7071	2 E. Main Street, St. Charles, IL 60174-198	9,238	8", 10", 12", 15"	Oct-15	S
Champaign, IL	Jeff Crabtree (217) 403-4700	702 Edgebrook Dr., Champaign, IL 61820	18,403	8", 10", 15", 18", 21", 2"	Oct-15	S
Glen Ellyn, IL	Jeff Perrigo (630) 547-5512	30 S. Lambert Rd, Glen Ellyn, IL 60137	9,006	0	Oct-15	S
Morton, IL	Phil Roecker (309) 266-5361	x2172625 S. Fourth Ave, Morton, IL 61550	258	8"	Oct-15	S
Limestone Twp, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	1,204	8", 12", 15", 18", 24"	Oct-15	S
Metamora TWP, IL	Jim Schertz (309) 696-4383	809 N. Wiedman St. Metamora, IL 61548	43	30"	Oct-15	S
Tazewell County Highway Dept.	Dave Shuermann (309) 696-0485	21308 IL Route 9, Tremont, IL 61568	675	12", 15", 24", 48"	Oct-15	S
Illinois State University	Mike Johnson (309) 438-2732	100 S Fell Ave Suite 102, Normal, IL 61790	95	12"	Oct-15	S
Colchester, IL / Laverdiere Const.	John Lundgren (309) 837-1258	4055 W. Jackson St, Macomb, IL 61455	7,905	8", 10"	Oct-15	S
Crystal Sewer & Water	Rick Petrovic (815) 744-8888	1733 Terry Dr. Joliet, IL 60436	102	6"	Oct-15	S
Quincy, IL	Jeff Conte (217) 228-4527	730 Maine St. Quincy, IL 62301	1,931	8", 18", 24", 30"	Oct-15	S
Adams Co. Courthouse	(217) 277-2100	521 Vermont St., Quincy, IL 62301	235	12", 15", 18"	Oct-15	S
Brandenburg / Waukegan OMC	Adam McNamara (312) 528-1122	2625 S. Loomis St, Chicago, IL 60608	1,764	18" & 36"	Oct-15	S
Airy's Inc	Jim Welling (708) 429-0660	7455 W. Duval Dr., Tinley Park, IL 60477	130	8"	Oct-15	S
Pontiac, IL	Todd Campbell (815) 844-5574	1024 W. Reynolds St, Pontiac, IL 61764	2,719	12", 18", 21"	Oct-15	S
Washington TWP	Richard Cole	Washington, IL	140	12"	Oct-15	S
Eureka, IL	Neal McAlister (309) 467-6014	121 W Center St Eureka, IL 61530	2,363	8", 15"	Nov-15	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	67	12", 15"	Nov-15	S
Creve Coeur, IL	Jeff Sheffler (309) 694-4101	995 Wesley Road, Creve Coeur, IL 61610	1,117	8", 12", 14"	Nov-15	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	52	18"	Nov-15	S
Buffalo Grove, IL	Kyle Johnson (847) 459-2523	51 Raupp Blv., Buffalo Grove, IL 60089	7,545	8"	Nov-15	S
Coal Valley, IL	Alan May (309) 799-3604	900 1st St, Coal Valley, IL 61240	2,242	8"	Nov-15	S
Moline, IL	Mark Orey (309) 524-2341	3635 4th Ave, Moline, IL 61265	2,875	10", 12", 15", 18", 2"	Nov-15	S
Bartlett, IL	Dan Dinges (630) 837-0811	228 S. Main St., Bartlett, IL 60103	5,731	8"	Nov-15	S
Highland Park, IL	Wayne Bauer, (847) 926-1150	1150 Half Day Road, Highland Park, IL 6003	359	8"	Nov-15	S
Lake County DOT, IL	Paul Guardi (847) 878-9125	600 W. Winchester Rd, Libertyville, IL 6004	83	24"	Nov-15	S
Rock Island, IL	Bob Horton (309) 732-2236	1309 Mill St, Rock Island, IL 61202	6,662	6", 8", 10"	Nov-15	S
Metamora, IL	Stan Sayre (309) 367-2581	102 N. Davenport, Metamora, IL 61548	197	24"	Nov-15	S
Glen Ellyn, IL	Jeff Perrigo (630) 547-5512	30 S. Lambert Rd, Glen Ellyn, IL 60137	640	21"	Nov-15	S
East Moline, IL	Tim Kammiller (309) 752-1595	1200 13th Ave, East Moline, IL 61244	9,727	8", 10"	Dec-15	S
Western Springs, IL	Brian Gilmore (630) 719-7577	950 Warrensville Rd, Ste. 101 Lisle, IL 6053	560	36"	Dec-15	S
Palos Heights, IL	(708) 361-1806	7607 W. College Dr, Palos Heights, IL 6046	2,280	8", 12", 24"	Dec-15	S
IAWC Orland Hills, IL	Eric LaReau (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	1,782	8", 10", 12", 15"	Dec-15	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	2,279	8"	Dec-15	S



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CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Glendale Heights, IL	Jeff McCumber (630) 260-6040	300 Civic Center Plaza, Glendale Heights, IL	1,627	8", 12", 18"	Dec-15	S
Cordova, IL	Jim Boone (309) 738-3557	906 Main Ave, Cordova, IL 61242	1,222	8"	Dec-15	S
Galva, IL	Greg Thompson (309) 932-2555	210 Front Street, Galva, IL 61434-0171	1,174	8"	Dec-15	S
IAWC Valley View	Eric LaReau (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	17,043	8", 10", 12"	Dec-15	S
Peoria, IL / GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	494	8"	Jan-16	S
Worth TWP	Ron Kieffer (309) 383-4360	524 Town Hall Rd., Metamora, IL 61548	103	36"	Jan-16	S
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	370	12" & 15"	Jan-16	S
Glencoe, IL	Christine Van Dorick (847) 461-1167	5 Village Court, Glencoe, IL 60022	7,630	8", 10"	Jan-16	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N Eureka St Goodfield, IL 61742	78	18" & 21"	Jan-16	S
Bloomington, IL	Ryan Otto (309) 434-2225	115 East Washington Street, Bloomington, IL	3,865	8", 12", 15", 18", 24"	Jan-16	S
Bartonville, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	646	18" & 21"	Jan-16	S
Lake County DOT, IL	Paul Guardi (847) 878-9125	600 W. Winchester Rd, Libertyville, IL 6004	222	24" & 60"	Jan-16	S
Galesburg Sanitary District	Marshall Schrader (309) 342-0131	2700 W. Main St, Galesburg, IL 61401	691	48"	Jan-16	S
Havana, IL	Jewel Bucy (309) 543-2526	107 N. High St, Havana, IL 62644	183	24"	Jan-16	S
Bartlett, IL	Dan Dinges (630) 837-0811	228 S. Main St., Bartlett, IL 60103	6,806	8"	Feb-16	S
Glen Ellyn, IL	Jeff Perrigo (630) 547-5512	30 S. Lambert Rd, Glen Ellyn, IL 60137	5,826	8"	Feb-16	S
Normal, IL	Keith Simpson (309) 454-9768	P.O. Box 589, Normal, IL 61761	1,888	24", 30", 36"	Feb-16	S
Pekin, IL	Joe Wuellner (309) 477-2300	111 S. Capitol St., Pekin, IL 61554	196	12"	Feb-16	S
Germantown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd, Germantown Hills 61548	254	12", 15", 18"	Feb-16	S
Prospect Heights, IL	Jim O'Neal (847) 456-4206	8 N. Elmhurst Rd., Prospect Heights, IL 600	111	8"	Mar-16	S
Wheaton, IL	Russell Peacock (630) 260-2040	303 W. Wesley St., Wheaton, IL 60187	10,354	8", 10", 12", 15", 24"	Mar-16	S
Cincinnati Twp, Pekin, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	147	15" & 36"	Mar-16	S
Avon, IL	Megan Crook, Engineer (309) 833	McClure Engineering, 714 E. Jackson St., N	14,140	8", 10", & 12"	Mar-16	S
Bloomingtondale TWP	Anthony Neri, GC	Neri Brothers Construction Inc.,	994	21" & 24"	Mar-16	S
Winfield, IL	Dan Watson, PE (630) 232-0827	324 W. State St., Geneva, IL 60134	4,845	8", 10", 12", 15"	Mar-16	S
Bushnell, IL	Megan Crook, Engineer (309) 833	McClure Engineering, 714 E. Jackson St., N	5,073	10", 12", 18"	Mar-16	S
Champaign County, IL	Jeff Blue, PE	1605 E. Main St., Urbana, IL 61802	296	8"	Mar-16	S
Cambridge, IL	Ed Dole, (309) 937-3380	101 N. Pleasant St, Cambridge, IL 61238	1,007	8", 10"	Mar-16	S
Marquette Heights, IL	David Ghadina (309) 453-8473	715 Lincoln Road, Marquette Heights, IL 61	1,067	8"	Mar-16	S
Champaign, IL	Jeff Crabtree (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	815	8"	Mar-16	S
Brackney Inc. / Brownsburg, IN	Doug Bruns (765) 265-2387	P.O. Box 221 Brookville, IN 47012	6,439	8", 10", 12", 15", 18"	Apr-16	S
Marshall, IL	Jason Goble (217) 465-5306	330 N. Central Ave., Paris, IL 61944	3,663	15", 18", 24", 30", 33"	Apr-16	S
Lake Forest, IL	Bernard Pondexter (847) 810-355	800 North Field Drive, Lake Forest, IL 6004	10,319	8"	Apr-16	S
Brandenburg / Waukegan OMC	Adam McNamara (312) 528-1122	2625 S. Loomis St, Chicago, IL 60608	126	36"	Apr-16	S
Highland Park, IL	Wayne Bauer, (847) 926-1150	1150 Half Day Road, Highland Park, IL 600	11,877	6", 8", 10", 21"	Apr-16	S
Lake County DOT, IL	Paul Guardi (847) 878-9125	600 W. Winchester Rd, Libertyville, IL 6004	130	24"	Apr-16	S
Mason City, IL	Wayne Dixon	145 S. Main St., Mason City, IL 62864	1,744	14", 21", 24"	Apr-16	S
Mason City TWP, IL	Anthony Armour	110 S. Logan, Mason City, IL 62664	46	24"	Apr-16	S
Effingham, IL	Michelle Wilkins (217) 342-5303	PO Box 648 Effingham, IL 62401	11,986	8", 10", 12", 15"	Apr-16	S



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Algonquin, IL	Andy Warmus (309) 658-2754	2200 Harnish Drive, Algonquin, IL 60102	3,713	8" 12" 14"	Apr-16	S
Gurnee, IL	David Defino (847) 599-7550	325 N. O'Plaine Rd., Gurnee, IL 60031	1,540	8"	May-16	S
Urbana, IL	Justin Swinford (217) 384-2343	706 S. Glover Ave. Urbana, Illinois 61802	10,995	6" 8" 10" 12" 15" 24"	May-16	S
Palatine, IL	Matthew Barry (847) 705-5200	148 W. Illinois Ave., Palatine, IL 60067	6,142	8" 10" 18"	May-16	S
Bloomington, IL	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL	7,655	3" 10" 12" 15" 24" 36"	Oct-16	S
Pine Lakes Golf Course, Washington, IL	Mike Maxheimer	25130 Schuck Rd., Washington, IL 61517	125	24"	May-16	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	304	8"	May-16	S
Pekin, IL	Joe Wuellner (309) 477-2300	111 S. Capitol St., Pekin, IL 61554	289	12"	May-16	S
Winnetka, IL	Susan Chen (847) 716-3532	510 Green Bay Rd., Winnetka, IL 60093	4,582	10" 12" 15"	Jun-16	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. East, Mackinaw, IL 61755	3,648	8"	Jun-16	S
Ladd, IL	Doug Englehardt (815) 878-5506	121 N. Main Ave. Ladd, IL 61329	405	24"	Jun-16	S
Rock Falls, IL	Matt Hansen (815) 284-3381	Willett Hofmann & Assoc, Inc. 809 E. 2nd St	311	24"	Jun-16	S
IDOT - Marshall & Woodford Co	Imad Mohamed (309) 671-3657	IDOT Region 3/4 Office, Peoria, IL	276	24" 36"	Jun-16	S
Lockport, IL	Amy Wagner (815) 838-0549 ext 17112	3 Prime Blvd., Lockport, IL 60441	7,725	8" 10" 12" 27" 30"	Jun-16	S
Rolling Meadows, IL	Kevin Casey (847) 963-0500	3600 Kirchoff Rd., Rolling Meadows, IL 6001	5,254	8" 10" 12"	Jun-16	S
Arlington Heights, IL	Jeff Musinski, (847) 368-5806	222 North Ridge Ave, Arlington Heights	10,814	8" 10" 12"	Jun-16	S
Champaign, IL	Minelly Cruz-Montez (217) 403-4770	Edgebrook Dr., Champaign, IL 61820	21,472	10" 12" 15" 18" 21" 24"	Jul-16	S
Glen Ellyn, IL	Jeff Perrigo (630) 547-5512	30 S. Lambert Rd, Glen Ellyn, IL 60137	14,619	8" 10" 12"	Jul-16	S
Airy's / IAWC Mount Prospect	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	26,655	6" 8" 10" 12" 18"	Oct-16	S
Marquette Heights, IL	David Ghadina (309) 453-8473	715 Lincoln Road, Marquette Heights, IL 61	278	15"	Aug-16	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N Eureka St Goodfield, IL 61742	141	15" 18"	Aug-16	S
Pekin, IL	Mike Guerra (309) 477-2300	111 S. Capitol St., Pekin, IL 61554	1,207	8" 24"-18" transition	Aug-16	S
Lincoln, IL	Tim Ferguson (217) 622-9479	700 Broadway St., Lincoln, IL 62656	5,359	8" 12" & 18"	Aug-16	S
East Peoria, IL	Jackie Harrmann (309) 397-1025	2232 E. Washington, East Peoria, IL 61611	1,332	8"	Aug-16	S
Germantown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd, Germantown Hills 61548	133	8" 15" & 18"	Aug-16	S
Lake County, IL	Heather Galen (847) 377-7141	650 W. Winchester Rd Libertyville, IL 60048	4,139	8" 10" 12"	Sep-16	S
Laverdiere / Beardstown, IL	Jon Lundgren (309) 837-1258	4055 W. Jackson St, Macomb, IL 61455	1,843	15" 18" 24" 48"	Sep-16	S
Bartonville, IL / Pat Meyer	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	97	15" 24" Transition	Sep-16	S
Naperville Storm	Bob Mealer (630) 420-6095	180 Fort Hill Dr, Naperville, IL 60540	16,607	0" 12" 15" 18" 21" 24"	Oct-16	S
Mount Prospect, IL	Matt Overem (847) 392-6000	50 S. Emerson St., Mount Prospect, IL 6005	8,725	5" 18" 21" 24" 30" 36"	Nov-16	S
Lincolnshire, IL	Terry Hawkins, (847) 913-2383	One Olde Half Day Rd, Lincolnshire, IL 600	4,067	8" 12" 21"	Oct-16	S
Airy's / IAWC Fernway Orland Park, IL	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	22,364	8" 10"	Dec-16	S
Airy's / Orland Park	Tom Land (708) 429-0660	7455 W. Duwan Dr., Tinley Park, IL 60477	365	12"	Nov-16	S
Washington, IL	Kevin Schone (309) 745-3503 ext 301	Walnut, Washington, IL 61571	130	18"	Nov-16	S
LHX - Northwestern University	Pat Clarke (847) 256-3800	3636 Lake Ave Wilmette, IL 60091	1,617	12" 15" 18"	Nov-16	S
Tazewell County Highway Dept.	Dave Shuermann (309) 696-0485	21308 IL Route 9 Tremont, IL 61568	1,566	24" 30" 36" 42" 48"	Dec-16	S
Airy's / IAWC Mount Prospect Phase 2	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	15,781	8" 10"	Dec-16	S
Carpentersville, IL	Bob Cole (224) 293-1600	1075 Tamarac Dr. Carpentersville, IL 6011C	4,957	8" 10" 12"	Nov-16	S
CBBEL / Northlake, IL	William Loftus, CBBEL (847) 823- 9575 W. Higgins Rd., Suite 600 Rosemont,		759	15"	Dec-16	S



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CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	%COMPLETE	Water/ Ambient
Streamwood, IL	Matt Mann, P.E. (630) 736-3850	565 S. Bartlett Rd., Streamwood, IL 60107	6,757' 0"	15", 18", 21", 24", 30"	Dec-16	S
Airy's / IAWC Mount Prospect Phase 3	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL	18,203	8"	Dec-16	S
Eureka, IL	Neal McAlister (309) 467-6014	121 W Center St Eureka, IL 61530	2,508	8", 15"	Dec-16	S
Abingdon, IL	Greg Schisler (309) 368-6951	114 E. Meek St., Abingdon, IL 61410	705	8"	Dec-16	S
Coal Valley, IL	Alan May (309) 799-3604	900 1st St., Coal Valley, IL 61240	2,137	8"	Dec-16	S
East Moline, IL	Tim Karmmler (309) 752-1595	1200 13th Ave, East Moline, IL 61244	9,768	8", 10", 12", 24"	Dec-16	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	1,060	8"	Dec-16	S
Pontiac, IL	Jake Kinkaid (815) 844-5574	1024 W. Reynolds St, Pontiac, IL 61764	4,015	8", 10"	Jan-17	S
Gencini Con / Streator, IL - Prafke	Jeremy Palm (815) 672-2517	204 S. Bloomington St., Streator, IL 61364	6,325	8"	Jan-17	S
Garden Home SD, Garden Homes, IL	Martin King (630) 388-8411	3701 W 116th St, Garden Homes, IL 60803	2,220	8", 12"	Jan-17	S
Streator, IL - Capacity Upgrade	Jeremy Palm (815) 672-2517	204 S. Bloomington St., Streator, IL 61364	7,773	24", 41", 48"	Feb-17	S
Crystal Lake, IL	Andrew Resek (815) 356-3700 x41	100 W. Woodstock St. Crystal Lake, IL 600	6,466	8"	Feb-17	S
Bloomington, IL	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL	18,358	10", 12", 15", 18", 24", 30"	May-17	S
Park Ridge, IL	Efren Solis (847) 384-5457	505 Butler Pl, Park Ridge, IL 60068	12,893' 0"	12", 15", 18", 24", 30"	Feb-17	S
Palos Heights, IL	Carl Schramm (708) 361-1806	7607 W. College Dr, Palos Heights, IL 6046	404	12"	Feb-17	S
Laverdiere / Beardstown, IL	Jon Lundgren (309) 837-1258	4055 W. Jackson St, Macomb, IL 61455	1,239	18", 21", 24"	Feb-17	S
Marquette Heights, IL	David Ghadina (309) 453-8473	715 Lincoln Road, Marquette Heights, IL 61	1,771	12"	Mar-17	S
Enchanted Gardens Mobile Home Park	Eric Hasselbacher (309) 303-3961	508 Reagan Drive Eureka, IL 61530	230	8"	Mar-17	S
Mount Prospect Park District	Bob Smith, (815) 219-0817	1000 W. Central Rd, Mount Prospect, IL 60	360	8"-12" transition	Mar-17	S
Glen Ellyn, IL	Jeff Perrigo (630) 547-5512	30 S. Lambert Rd, Glen Ellyn, IL 60137	1,554	6", 8", 10"	Mar-17	S
East Peoria, IL	Dennis Barron (309) 698-4716	2232 E. Washington, East Peoria, IL 61611	2,488	8", 10"	Mar-17	S
Fulton, IL	Matt Hansen (815) 284-3381	415 11th Ave., Fulton, IL 61252	9,982	8", 12", 15"	Mar-17	S
Elk Grove TWP, IL	Mark Toll, ENG (847) 480-5757	450 Skokie Blvd # 105, Northbrook, IL 6006	5,398	8", 10"	Apr-17	S
Washington, IL	Kevin Schone (309) 745-3503 ext 301	Walnut, Washington, IL 61571	580	8"	Apr-17	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 N. Main St., Roanoke, IL 61561	2,178	8"	Apr-17	S
Palatine, IL	Matthew Barry (847) 705-5200	148 W. Illinois Ave., Palatine, IL 60067	5,756	8", 10", 12"	Apr-17	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N Eureka St Goodfield, IL 61742	50	24"	Apr-17	S
NHS Property Management	Jon Symmonds (309) 689-1700	810 W. Trailcreek Dr., Peoria, IL 61614	386' 2"	18"-15" transitio	Apr-17	S
Mount Prospect, IL	Casey Botterman (847) 392-6000	50 S. Emerson St., Mount Prospect, IL 6005	10,424	8"-36"	May-17	S
IVP/Gilman, IL	Neil Piggus (815) 614-3447	586 William Latham Dr., Suite B Bourbonna	847	12"	May-17	S
Evanston, IL	Hannah Goods, (847) 448-4311	2100 Ridge Ave, Evanston, IL 60201	4,351' 9"	10", 12", 15", 21"	May-17	S
City of Peoria, IL	Beth Underwood, (309) 494-8814	3505 N. Dries Lane, Peoria, IL 61604	1,170	15", 18"	May-17	S
Limestone TWP, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	194	15"	May-17	S
Palos Heights, IL	Carl Schramm (708) 361-1806	7607 W. College Dr, Palos Heights, IL 6046	1,040	8"	May-17	S
Bensenville, IL	Mehul Patel (630) 594-1196	717 E. Jefferson, Bensenville, IL 60106	5,113	8", 12"	May-17	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. Fast, Mackinaw, IL 61755	6,458	8"	May-17	S
Rolling Meadows, IL	Kevin Casey (847) 963-0500	3600 Kirchoff Rd., Rolling Meadows, IL 6001	1,313	0	May-17	S
DOT - Brandt Construction	Troy Simpson (309) 787-4644	700 4th St West, Milan, IL 61264	370	30" & 42"	May-17	S
Bellevue, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL	146	24", 18"	May-17	S

16 Total:
373,560

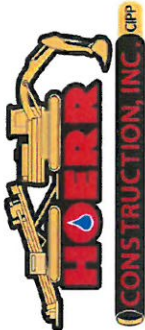


UTILITY
CONTRACTORS

P.O. Box 65
1416 County Road 200 N
Goodfield, IL 61742
Office: (309) 691-6653
Fax: (309) 508-7990

COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	% COMPLETE	Water/ Ambient
Sycamore, IL	Mark Bushnell (815) 8954557	308 W. State St., Sycamore, IL 60178	1,037	8"	May-17	S
Gough Cons/Crown Point, IN	Steve Drabick (219) 756-2200	2200 E. 88th Dr., Merrillville, IN 46410	6,603	8"-18"	May-17	S
Lombard, IL	Ray Hoving (630) 620-3598	1051 S. Hammerschmidt Ave., Lombard, IL	5,794	8", 10"	May-17	S
GPSD	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	8,020	8", 10", 18", 21"	Jul-17	S
Homer Glen, IL	Tom Land (708) 429-0660	7455 W. DuVan Dr., Tinley Park, IL 60477	304	15"	Jul-17	S
Arlington Heights, IL	Jeff Musinski, (847) 368-5806	222 North Ridge Ave, Arlington Heights	10,576	8", 10"	Jul-17	S
Worth TWP, IL	Ron Kieffer (309) 383-4360	524 Town Hall Rd., Metamora, IL 61548	83	18", 36"	Jul-17	S
Creve Coeur, IL	Jeff Sheffler (309) 694-4101	995 Wesley Road, Creve Coeur, IL 61610	2,363	8", 12"	Jul-17	S
Havana, IL	Jewel Bucy (309) 543-2526	107 N. High St, Havana, IL 62644	174	24"	Jul-17	S
Carol Stream, IL	Bill Cleveland (630) 665-7050	500 N. Gary Ave., Carol Stream, IL 60188	1,190	8", 10", 12"	Jul-17	S
IDOT - UCM	Dan Swisher (309) 671-3333	401 Main St # 900, Peoria, IL 61602	298	36"	Jul-17	S
Mundelein, IL	Rob Greenfield (847) 949-3264	440 E. Crystal St., Mundelein, IL 60060	4,697	8" & 10"	Aug-17	S
Oak Lawn, IL	Doug Youngblood, PE (651) 252-7650	7650 Currell Blvd., Suite 300, Woodbury, M	3,778	8", 10", 12"	Aug-17	S
Lake Forest, IL	Bernard Pondexter (847) 810-355	800 North Field Drive, Lake Forest, IL 6004	6,438	8"	Aug-17	S
Peru, IL	Adam Ossola (815) 223-3344	3017 5th St., Peru, IL 61354	339	24"	Aug-17	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N. Eureka St Goodfield, IL 61742	40	24"	Aug-17	S
Olio TWP, IL	Ron Harter (309) 467-5249	1427 CR 700N, Eureka, IL 61530	35	30"	Aug-17	S
Highland Park, IL	Wayne Bauer, (847) 926-1150	1150 Half Day Road, Highland Park, IL 600	23,974	8", 10", 12", 15"	Oct-17	S
Kewanee, IL	Terri Hill (309) 852-2611	401 East 3rd St., Kewanee, IL 61443	605	8"	Aug-17	S
City of Peoria, IL	Beth Underwood, (309) 494-8814	3505 N. Dries Lane, Peoria, IL 61604	333	12"	Aug-17	S
Washington, IL	Kevin Schone (309) 745-3503 ext 301	Walnut, Washington, IL 61571	314	12"	Aug-17	S
East Peoria, IL	Dennis Barron (309) 698-4716	2232 E. Washington, East Peoria, IL 61611	201	8"	Aug-17	S
Naperville Storm	Bob Mealer (630) 420-6095	180 Fort Hill Dr, Naperville, IL 60540	16,753	8", 10", 12", 15"	Oct-17	S
Oak Lawn / Airy's Inc.	Tom Land (708) 429-0660	7455 W. DuVan Dr., Tinley Park, IL 60477	522	8"	Sep-17	S
Buffalo Grove, IL	Darin Monico, PE (847) 459-2523	51 Raupp Blv., Buffalo Grove, IL 60089	3,307	24"	Oct-17	S
K-Five/IDOT	Bill Jennings (630) 257-5600	999 Oakmont Plaza Dr, Suite 200 Westmon	392	24", 30", 36"	Oct-17	S
Elmhurst, IL	Chris Dufort (630) 530-3036	986 S. Riverside Dr., Elmhurst, IL 60126	16,466	8"-27"	Oct-17	S
Eureka, IL	Neal McAlister (309) 467-6014	121 W Center St Eureka, IL 61530	2,611	8", 18"	Oct-17	S
McLean Co.	Luke Hohulin, (309) 663-9445	102 S. Towanda Barnes Rd, Bloomington, IL	78	30"	Oct-17	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N. Eureka St Goodfield, IL 61742	90	18"	Oct-17	S
Washington, IL	Kevin Schone (309) 745-3503 ext 301	Walnut, Washington, IL 61571	303	18"	Oct-17	S
Coal Valley, IL	Alan May (309) 799-3604	900 1st St., Coal Valley, IL 61240	1,317	12", 15"	Oct-17	S
Moline, IL	Mark Orey (309) 524-2341	3635 4th Ave, Moline, IL 61265	4,141	12"	Oct-17	S
East Moline, IL	Tim Kammler (309) 752-1595	1200 13th Ave, East Moline, IL 61244	10,649	8"	Oct-17	S
Glendale Heights, IL	Jeff McCumber (630) 260-6040	300 Civic Center Plaza, Glendale Heights, IL	261	42"	Oct-17	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	1,354	8	Oct-17	S
Cambridge, IL	Ed Dole, (309) 937-3380	101 N. Pleasant St, Cambridge, IL 61238	975	12	Nov-17	S
City of Peoria, IL	Beth Underwood, (309) 494-8814	3505 N. Dries Lane, Peoria, IL 61604	274	12", 15"	Nov-17	S
DuPage County	Ryan Singer (630) 407-6900	421 N. County Farm Rd, Wheaton, IL 6018	847	24", 42"	Nov-17	S



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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Lincolnshire, IL	Terry Hawkins, (847) 913-2383	One Olde Half Day Rd, Lincolnshire, IL 60031	4,767	8", 12"	Nov-17	S
Gurnee, IL	David Defino (847) 599-7550	325 N. O'Plaine Rd., Gurnee, IL 60031	206	18"	Nov-17	S
St. Charles, IL	Dave Todd (630) 762-7071	2 E. Main Street, St. Charles, IL 60174-198	5,722	8", 10", 12", 15", 27"	Jan-18	S
Tazewell County Highway Dept.	Dave Shuermann (309) 696-0485	21308 IL Route 9 Tremont, IL 61568	1,416	24", 30", 36"	Nov-17	S
Geneva, IL	James Childress, (630) 232-1551	1800 South St, Geneva, IL 60134-2547	5,732	6", 8", 10", 12"	Dec-17	S
Bloomington, IL	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL	3,270	8", 10", 12", 15", 20"	Dec-17	S
Batavia, IL	Tim Grimm, (630) 454-2756	200 N. Raddant Rd, Batavia, IL 60510	5,041	6", 8", 10", 12", 24"	Dec-17	S
IDOT Various Locations	Bob Hack, (309) 671-3658	401 Main St, Peoria, IL 61602-1111	2,061	18", 24", 30", 36", 60"	Jan-18	S
Sterling, IL	Brad Schrader, (815) 632-6657	1605 Ave L, Sterling, IL 61081	196	8"	Dec-17	S
Frankfort, IL	Tony Minette, (815) 469-2177	432 W. Nebraska St, Frankfort, IL 60423	6,036	8"	Dec-17	S
Air/s/ Homer Glen, IL	Tom Land (708) 429-0660	7455 W. Duwan Dr., Tinley Park, IL 60477	140	36"	Dec-17	S
IDOT Various Locations	Bob Hack, (309) 671-3658	401 Main St, Peoria, IL 61602-1111	2,061	18", 24", 30", 36", 60"	Jan-18	S
St. Charles, IL	Dave Todd (630) 762-7071	2 E. Main Street, St. Charles, IL 60174-198	5,722	8", 10", 12", 15", 27"	Jan-18	S
Heritage Lake, Mackinaw, IL	Ric Creasy (309) 691-0224	311 SW Water St #215, Peoria, IL 61602	236	15"	Jan-18	S
Wood Dale, IL / RJN Group	Catherine Buckley P.E., (630) 682-200 W. Front Street Wheaton, IL 60187	40 E. Center Ave, Lake Bluff, IL 60044	6,859	8"	Jan-18	S
Lake Bluff, IL	Jeff Hanson, P.E., (847) 283-6884	40 E. Center Ave, Lake Bluff, IL 60044	3,097	8", 21", 24", 30"	Jan-18	S
Sandwich, IL / Strand & Associates	Glenn Tranowski (608) 251-4843	1170 South Houbolt Rd, Joliet, IL 60431	2,933	8"	Feb-18	S
Woodridge / NPR	Reid Ruprecht (312) 907-5292	2500 W. Arthington St Chicago, IL 60612	351	8"	Feb-18	S
Naperville, IL	Katy Librizzi (630) 305-5994	1200 W. Ogden Avenue Naperville, IL 60566	14,897	8", 10", 16"	Feb-18	S
Morrison, IL	Jason Stoll (815) 266-1877	200 W. Main St, Morrison, IL 61270-2400	6,466	6"-12"	Feb-18	S
Effingham, IL	Mike French (217) 342-5300	201 E. Jefferson, Effingham, IL 62401	14,718	6"-12", 27"	Feb-18	S
Washington, IL	Kevin Schone (309) 745-3503 ext 301	Walnut, Washington, IL 61571	190	8", 12"	Feb-18	S
Peoria, IL - Peoria Storm	Beth Underwood, (309) 494-8814	3505 N. Dries Lane, Peoria, IL 61604	523	10", 12", 18"	Mar-18	S
Medina Township, Mossville, IL	Frank Sturm, PE (309) 692-8500	7336 N. University St., Peoria, IL 61614	417	12", 15"	Mar-18	S
Bloomington, IL / Stark Excavating	Don Colclasure, Jr. (309) 828-503	1805 W. Washington St., Bloomington, IL 6	113	15"	Mar-18	S
Mundelein, IL	Rob Greenfield (847) 949-3264	440 E. Crystal St., Mundelein, IL 60060	1,498	8", 10"	Mar-18	S
Marshall, IL	Jason Goble (217) 465-5306	330 N. Central Ave., Paris, IL 61944	8,417	6"-36"	Mar-18	S
South Elgin, IL	Dan Watson, PE (630) 232-0827	324 W. State St., Geneva, IL 60134	1,660	30"	Mar-18	S
Joliet, IL CN Railway	Owen Dean, RJN/City of Joliet (815) 50 W. Jefferson St, Joliet, IL 60432	2117 State St, Suite 200, Bettendorf, IA 527	3,259	8", 24", 30"	Mar-18	S
Mt Carroll, IL	Abby Mouw (319) 536-3489	2117 State St, Suite 200, Bettendorf, IA 527	1,095	8" & 12"	Apr-18	S
Lisle, IL	Eric Kucin (630) 271-4173	925 Burlington Ave, Lisle, IL 60532	2,261	8"	Apr-18	S
Morton Grove, IL	Kevin Lochner (847) 470-5235	7840 Nagle Ave, Morton Grove, IL 60053	5,109	8" & 12"	Apr-18	S
IDOT	Bob Hack, (309) 671-3658	401 Main St, Peoria, IL 61602-1111	196	24" & 36"	Apr-18	S
Mackinaw, IL	Mike Schopp (309) 357-5821	100 E. East, Mackinaw, IL 61755	3,864	8"	Apr-18	S
Bloomington, IL	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL	10,688	8", 10", 12", 15"	Apr-18	S
Highland Park, IL	Wayne Bauer, (847) 926-1150	1150 Half Day Road, Highland Park, IL 6003	26,100	8"-15"	Jul-18	S
PJ Hoerr Vale Church	Luke Thoelke, (309) 434-2225	115 East Washington Street, Bloomington, IL	127	10"	May-18	S
Washington, IL	Kevin Schone (309) 745-3503 ext 301	Walnut, Washington, IL 61571	335	8"	May-18	S
Champaign, IL	Jeff Crabtree (217) 403-4710	702 Edgebrook Dr., Champaign, IL 61820	396	15"	May-18	S



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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N Eureka St Goodfield, IL 61742	40	18"	May-18	S
Cat Mossville	Loyd Hurn (309) 675-7471	RT 29 Rensch Rd. Bldg AC, Dock-29, P.O. Box 101, Roanoke, IL	1,172	6", 12"	May-18	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 Main St, Roanoke, IL	1,157	8"	May-18	S
PPI / Ottawa, IL	Chad Wilson (815) 433-0080	1551 W. Norris Dr, Ottawa, IL 61350	6,937	8"-22"	Jun-18	S
Sireator, IL	Jeremy Palm (815) 672-2517	204 S. Bloomington St., Sireator, IL 61364	435	10", 15", 30"	Jun-18	S
Lake County, IL	Heather Galen (847) 377-7141	650 W. Winchester Rd Libertyville, IL 60048	952	10"	Jun-18	S
Naperville Storm	Dave Naley, (630) 548-2981	400 S. Eagle St, Naperville, IL 60540	63	48"	Jun-18	S
Palatine, IL	Mark Grabowski, (847) 202-6962	148 W. Illinois Ave., Palatine, IL 60067	6,563	6"-21"	Jun-18	S
Mount Prospect, IL	Casey Botterman (847) 392-6000	1700 West Central Road, Mount Prospect, IL 60056	24,686	8"-30"	Jun-18	S
Lombard, IL	Brian Jack (630) 620-3598	1051 S. Hammerschmidt Ave., Lombard, IL 60110	5,423	8", 10", 15"	Jun-18	S
Limestone TWP, IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	180	12", 18", 21"	Jun-18	S
Marquette Heights, IL	David Ghadina (309) 453-8473	715 Lincoln Road, Marquette Heights, IL 61151	161	12"	Jun-18	S
Bensenville, IL	Mehul Patel, (630) 594-1196	717 E. Jefferson, Bensenville, IL 60106	5,783	8"	Jul-18	S
Midlothian, IL	Tom Nagle, Robinson Eng (708) 210-045	W. Lincoln Highway, Frankfort, IL 60130	6,307	8", 10", 12", 15"	Jul-18	S
Plainfield, IL	Tom McGreevy, Performance Piping (309) 275-1687	1551 W. Norris Dr, Ottawa, IL 61350	5,659	8"-24"	Jul-18	S
Chatham, IL	Jim Michael, CMT Engineers (217) 275-0000	Washington St, Springfield, IL 627	1,016	12"-24"	Jul-18	S
IAWC - Washington, IL	Eric Larson (309) 566-4133	8400 N. University, Peoria, IL 61615	1,612	8"	Jul-18	S
GPSD 2561	Jim Sloan (309) 272-4850	2322 S. Darst St, Peoria, IL 61607-2093	10,185	8"-36"	Aug-18	S
Germanatown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd, Germanatown Hills, IL 61541	42	21"	Jul-18	S
Spring Valley, IL	Jeff Norton (815) 664-4221	400 W. 1st St, Spring Valley, IL 61362	107	31"-23" transition	Aug-18	S
East Peoria, IL	Todd Ellis (309) 427-7653	2232 E. Washington, East Peoria, IL 61611	215	12"	Aug-18	S
Arcola, IL	Josh Pistorius, Halverson Const. (620) N. 19th St, Springfield, IL 62702		676	12"	Aug-18	S
UCSD - Champaign-Urbana, IL	Mark Radi (217) 367-3409	1100 E. University Ave, Urbana, IL 61803	15,136	8"-21"	Dec-18	S
Wilmette, IL	Danielle Horn (847) 853-7628	1200 Wilmette Ave, Wilmette, IL 60091	22,752	8"-21"	Aug-18	S
Sandwich, IL / Strand & Associates	0	0	260	15"	Aug-18	S
Joliet Silver Cross	Owen Dean RJN	0	782	8"-12"	Aug-18	S
Northbrook - MH Asphalt	0	0	830	8" & 10"	Aug-18	S
Limestone TWP, IL	Rick Allinder	0	150	15"	Aug-18	S
Arlington Heights, IL	Jeff Musinski, (847) 368-5806	222 North Ridge Ave, Arlington Heights	13,838	8"-21"	Sep-18	S
Joliet CN Railroad	Owen Dean RJN	0	524	24"	Aug-18	S
Lake Forest, IL	0	0	12,897	8"-30"	Sep-18	S
Naperville Storm	0	0	4,130	8"-30"	Aug-18	S
Moline, IL	0	0	65	8"	Sep-18	S
Rolling Meadows, IL	0	0	11,125	8"-21"	Sep-18	S
Washington, IL	Kevin Schone (309) 745-3503 ext 0	0	74	24"	Sep-18	S
John Keno	0	0	236	12" & 15"	Sep-18	S
Winnetka, IL	0	0	5,148	8"-10"	Oct-18	S
Wheeling, IL	Jeff Wolgram (847) 279-6928	77 W. Hintz Rd, Wheeling, IL 60090	4,750	8" & 12"	Oct-18	S
Naperville Sanitary	Tony Conn (630) 305-5567	0	21,845	8"-10"	Nov-18	S



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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Lake-In-The-Hills SD	0	0	1,759	12"	Oct-18	S
Kenilworth, IL	0	0	1,969	9" 21"	Oct-18	S
Naperville TWP	0	0	52	15"	Oct-18	S
Glenview, IL	0	0	16,094	8"-21"	Dec-18	S
Heritage Lake, Mackinaw, IL	0	0	506	15" & 18"	Oct-18	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	0	101	30" & 36"	Oct-18	S
McLean Co., IL	Luke Hohulin, (309) 663-9445	0	778	18"-48"	Oct-18	S
Northbrook, IL	0	0	261	10"	Oct-18	S
Lincolnshire, IL	0	0	4,513	8"-10"	Oct-18	S
Carpentersville, IL	0	0	3,007	6"-10"	Nov-18	S
PPI / Ottawa, IL	0	0	1,044	8"-12"	Nov-18	S
Cambridge, IL	Ed Dole, (309) 937-3380	0	1,457	8"-10"	Nov-18	S
Wyoming, IL	0	0	910	10"	Nov-18	S
Coal Valley, IL	0	0	1,614	8",12"	Nov-18	S
Batavia, IL	0	0	6,249	6"-15"	Nov-18	S
Moline, IL	0	0	2,417	8"	Nov-18	S
East Moline, IL	Tim Kammner (309) 752-1595	0	12,863	8"	Nov-18	S
Eureka, IL	0	0	2,566	8"	Nov-18	S
IAWC - Washington, IL	Eric Larson (309) 566-4133	0	2,021	8"	Nov-18	S
Limestone TWP, IL	Rick Allinder	0	174	12"	Nov-18	S
IAWC - Mount Prospect, IL	Henry Maradiaga (630) 538-1041	0	21,368	8"-12"	Nov-18	S
Silvis, IL	Jim Grafton (309) 792-9181	0	811	8"	Nov-18	S
Carbon Cliff, IL	0	0	429	8"	Dec-18	S
Streamwood, IL	0	0	3,582	0	Dec-18	S
Geneva, IL	0	0	4,673	0	Dec-18	S
Danville, IL	0	0	174	8"	Dec-18	S
2018 Total						408,893

Project dollar amounts may be obtained by
request from project owners or a
Construction representative

Total: 2,537,110 feet
480.5 miles
Date of report: 12/31/2018



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 2635

Hoerr Construction, Inc.

P. O. Box 65 GOODFIELD, IL 61742

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$80,173,000.00

012	DRAINAGE	\$27,075,000
013	DRAINAGE CLEANING	\$1,625,000
014	ELECTRICAL	\$4,900,000

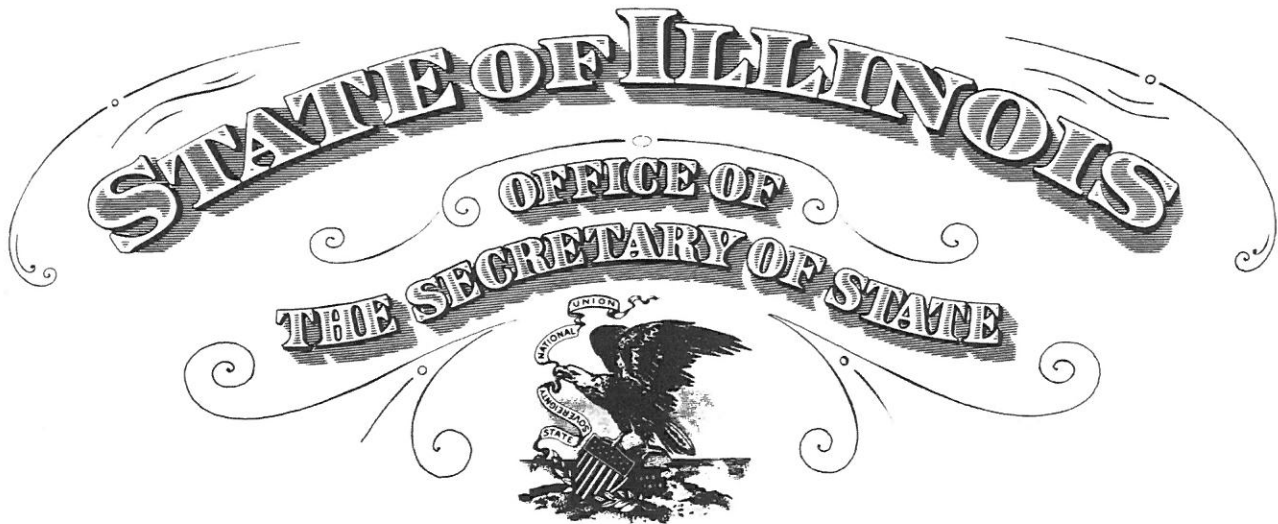
THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/4/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/5/2019.

Tim Bell

Engineer of Construction

File Number

5761-511-7



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

HOERR CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 29, 1993, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 15TH
day of FEBRUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1904601860 verifiable until 02/15/2020
 Authenticate at: <http://www.cyberdriveillinois.com>

Attachment: HOERR CONSTRUCTION, INC (1755 : 2019 Front Street and 5th Street Sewer Lining Bids)

ARTICLE 1 – BID RECIPIENT**1.01 This Bid is submitted to:**

City of Pekin
111 South 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 60 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	5/17/2019

- 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. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: 5/20/19

- C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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 any thing 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.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	33" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	404	\$ 300.00	\$ 121,200.00
2	30" Circular Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	738	\$ 285.00	\$ 210,330.00
Total Base Bid Unit Price Items					\$ 331,530.00

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

6.01 N/A

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 15.06 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 Bid Bond;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

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.

ARTICLE 10 – BID SUBMITTAL

BIDDER: *(Indicate correct name of bidding entity)*

J.C. Dillon, Inc.

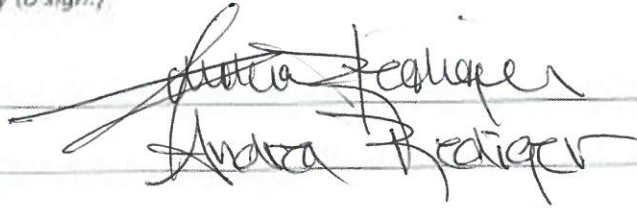
By:

(Signature)*(Printed name)*

Chris Dillon

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(Signature)*(Printed name)*

Andrea Rediger

Title:

Vice President

Submittal Date:

5/21/2019

Address for giving notices:

PO Box 3590 Peoria, IL 61612

Telephone Number:

309-689-1596

Fax Number:

309-689-1599

Contact Name and e-mail address:

Chris Dillon

chrisdillon@jcdilloninc.com

Bidder's License No.:

(where applicable)



Plumbing . Heating . Utilities . Trenchless Technologies . Hydro excavation

5/21/2019

City of Pekin
111 South Capital St
Pekin, IL 61554

RE: Bid-Front St and 5th St. CIPP
5/21/19 @ 10:00 AM CST

Enclosed

1. Bid Form
2. Bid Bond
3. Addendum 1
4. List on Sub-contractors-none
5. List of references

J.C. Dillon, Inc.

A handwritten signature in blue ink, appearing to read "Chris Dillon".

Chris Dillon
Vice President

1515 West Luthy Dr. PO Box 3590 Peoria, IL. 61612 | 220 Emerson Place, Suite 101 F Davenport, IA. 52801

www.jcdilloninc.com



BID BOND

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

BIDDER (Name and Address):

J.C. Dillon, Inc.
1515 W. Luthy Drive
Peoria, IL 61615

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

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER (Name and Address):

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

BID

Bid Due Date: May 21, 2019 10:00am
Description: Front Street & 5th Street Sewer Lining

BOND

Bond Number:

Date: May 21, 2019

Penal sum 5% of accompanying bid

(Words)

S

(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

J.C. Dillon, Inc.

(Seal)

Bidder's Name and Corporate Seal

SURETY

Hudson Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

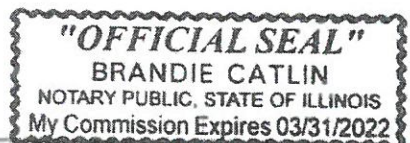
Attorney-in-fact

Title

Attest:

Signature

Title





BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Kotula, Brian DiPaola

of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of January, 20 19 at New York, New York.



Attest
Dina Daskalakis, Corporate Secretary

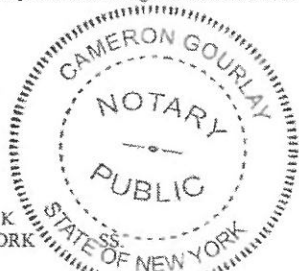
HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 16th day of January, 20 19 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Press the hand of the undersigned and the seal of said Company this 21st day of May, 20 19

By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Attachment: J.C. DILLON, INC. (1755 : 2019 Front Street and 5th Street Sewer Lining Bids)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL FRONT ST. & 5TH ST. SEWER LINING

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

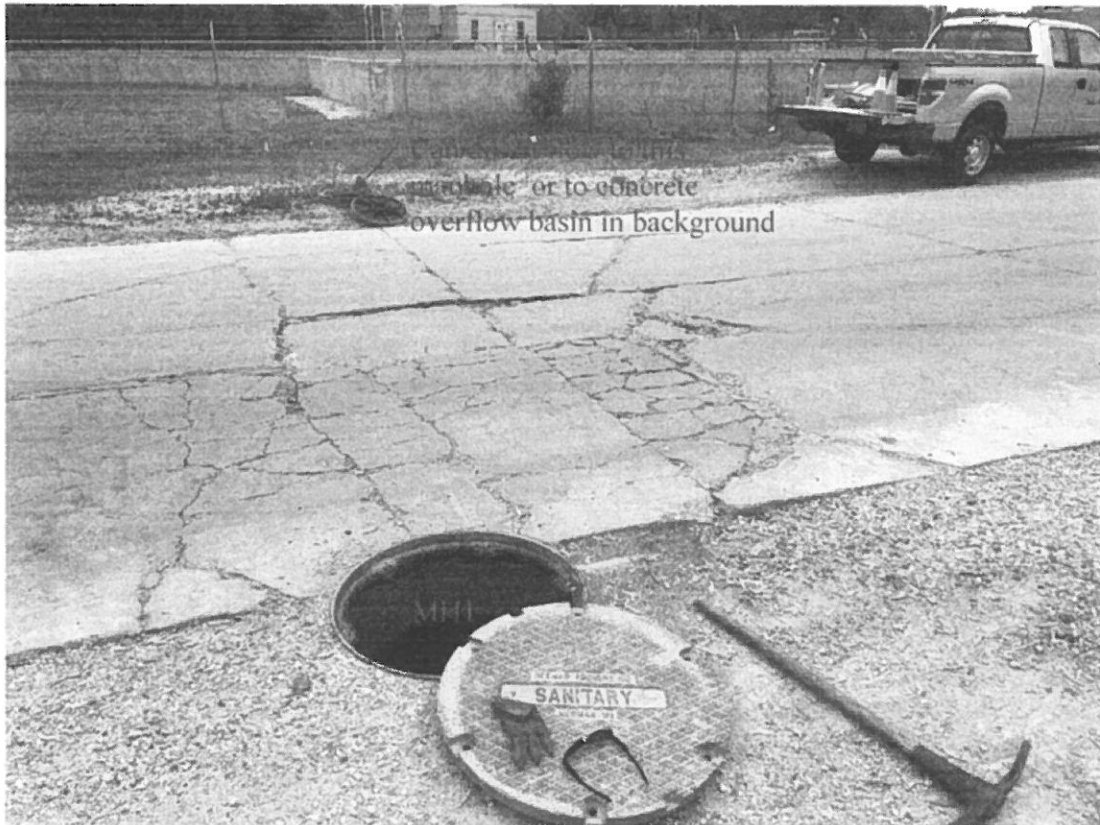
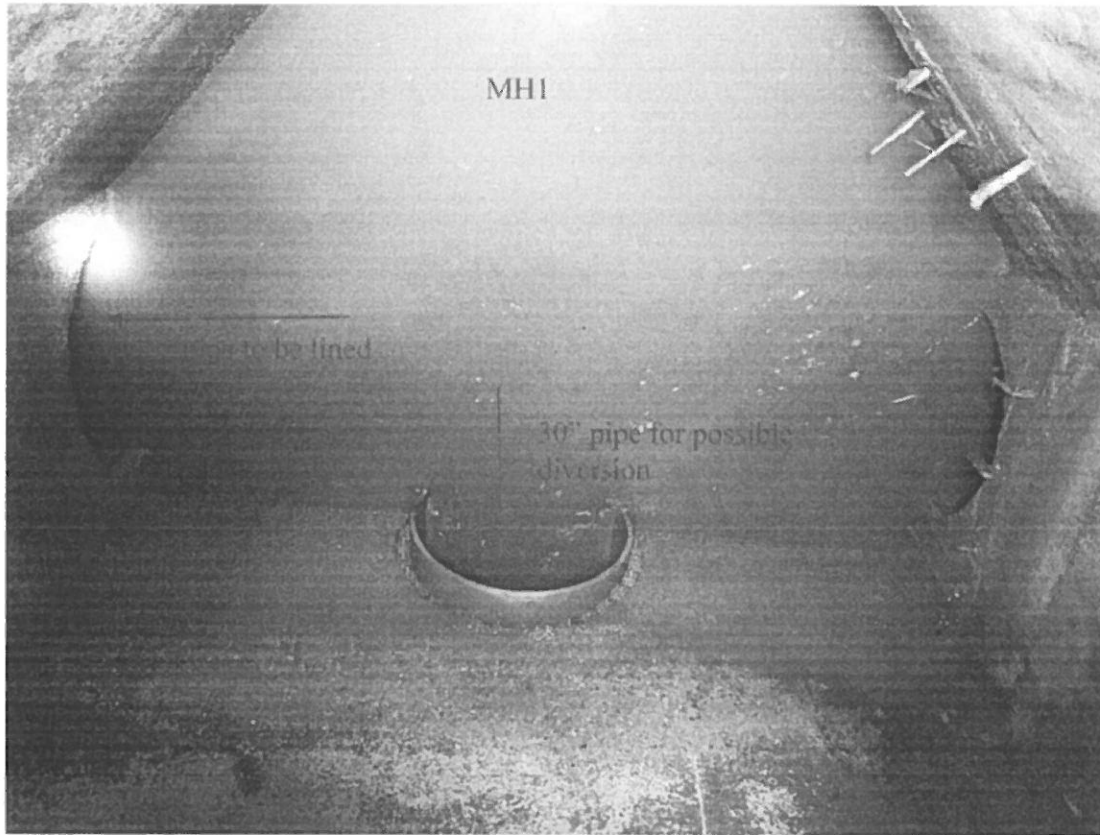
1. Due to flooding along the river, additional photos of the Front Street site were requested. This addendum is to provide those pictures to all contractors and to answer questions asked during the pre-bid meeting.
 - a. See attached photos of Front Street
 - b. The city will make repairs to the rock shoulders on Front Street prior to construction so that traffic can be shifted over onto the shoulder during construction. The contractor shall still be responsible for traffic control.
 - c. There is no railroad requirement as part of this project.
 - d. The approximate pipe schedule for Front Street is as follows:
 - MH1 to MH2 65' of 30"
 - MH2 to MH3 165' of 30"
 - MH3 to MH4 508' of 30"
 - e. All four manholes are accessible. In the northernmost manhole, which is also the diversion chamber as shown in the plans, the 30 inch diameter pipe to be lined is offset from the lid. The City cannot confirm that it will be possible to insert the liner from MH1, but MH2 is directly above the pipe and can be used as the insertion point.
 - f. The Contractor can either divert the flow in MH1 or pump across land to an adjacent manhole or into the overflow basin approximately 80 feet away.

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

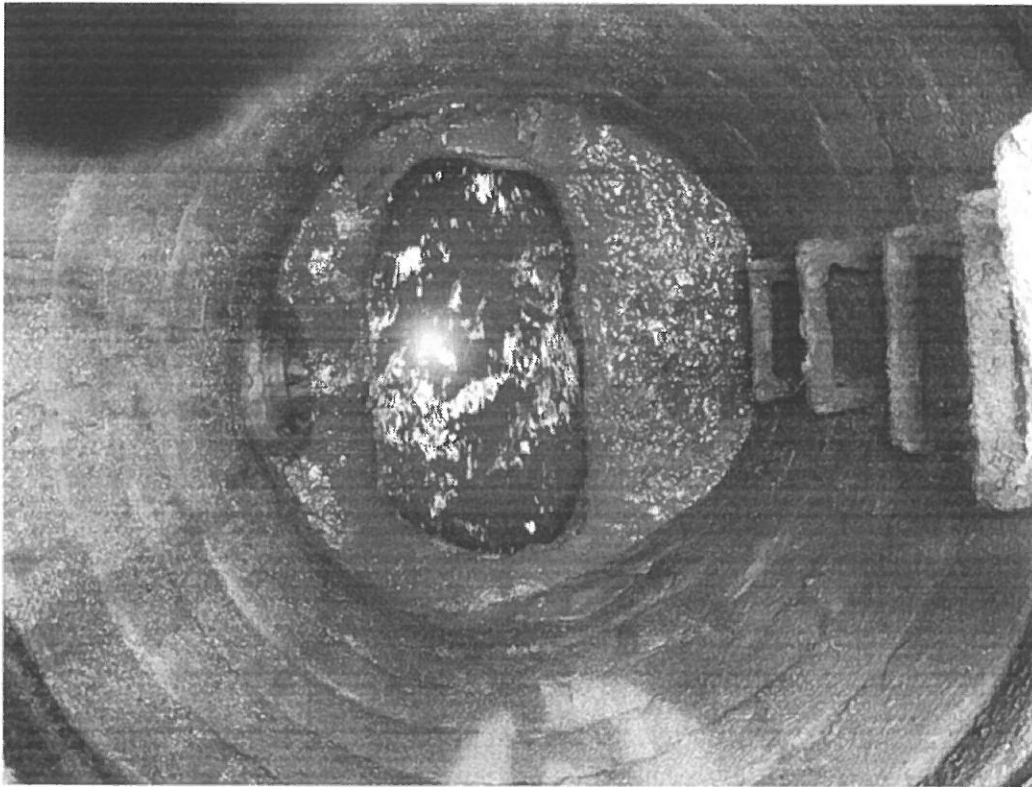
Acknowledged by : 

Chris Dillon, J.C. Dillon, Inc.

Date: 5/21/19



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



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

Date	Project #	Project Name	Character	Owner Contact	Owner Number	email	Engineer	Engineer Contact	Engineer	Type	Size	Footage	Project Manager	Year
4/15/2016	900-14-362	ASSIC 2016 2400 Madira CIP	City of Peoria	Andrea Koppenstein	309-494-8800	akoppenst@peoriagov.org	City of Peoria	Andrea Koppenstein	309-494-8800	Storm Sewer	21	146	Chris Dillon	Nick Canney
4/17/2016	900-14-362	ASSIC 2016 5015 Mansfield Dr CIP	City of Peoria	Andrea Koppenstein	309-494-8800	akoppenst@peoriagov.org	City of Peoria	Andrea Koppenstein	309-494-8800	Storm Sewer	18	112	Chris Dillon	Nick Canney
4/25/2016	900-14-362	ASSIC 2016 Hampshire Rd CIP	City of Peoria	Andrea Koppenstein	309-494-8800	akoppenst@peoriagov.org	City of Peoria	Andrea Koppenstein	309-494-8800	Storm Sewer	15	258	Chris Dillon	Nick Canney
5/1/2016	900-14-362	ASSIC 2016 Austin and Grandview CIP	City of Peoria	Andrea Koppenstein	309-494-8800	akoppenst@peoriagov.org	City of Peoria	Andrea Koppenstein	309-494-8800	Storm Sewer	24	186	Chris Dillon	Nick Canney
5/11/2016	900-14-362	ASSIC 2016 Austin and Grandview CIP	City of Peoria	Andrea Koppenstein	309-494-8800	akoppenst@peoriagov.org	City of Peoria	Andrea Koppenstein	309-494-8800	Storm Sewer	16	40	Chris Dillon	Nick Canney
5/13/2016	900-16-453	Clearwood and Westbrook	Greater Peoria Sanitary District	Tim Leach	309-272-4840	leach@peoriadist.org	Greater Peoria Sanitary District	Tim Leach	309-272-4840	Sanitary Sewer	8" 10" 12" 15"	4900	Chris Dillon	Nick Canney
5/4/2016	900-16-453	Morton Township Box CIP	Morton Township	Greg Menold	309-303-5567	gm@menoldinc.com	Morton Township	Greg Menold	309-303-5567	Storm Sewer	27" 36"	30	Chris Dillon	Nick Canney
6/7/2016	900-16-458	Holts Township CIP	Holts Township	Dennis Beckman	309-697-6252	beckman@holts.org	Holts Township	Dennis Beckman	309-697-6252	Storm Sewer	21"	66	Chris Dillon	Nick Canney
6/12/2016	900-16-464	Cabana St Storm Sewer Jct CIP	City of Macomb	Keith Plais	309-647-7831	keith@peoriadist.org	City of Macomb	Keith Plais	309-647-7831	Storm Sewer	48"	165	Chris Dillon	Nick Canney
6/12/2016	900-16-464	Cabana St Storm Sewer Jct CIP	City of Macomb	Keith Plais	309-647-7831	keith@peoriadist.org	City of Macomb	Keith Plais	309-647-7831	Storm Sewer	48"	165	Chris Dillon	Nick Canney
8/1/2016	900-16-468	AWR IL Rte 162 & 1255 NWA 162 CIP	Illinois American Water	Henry Maradiga	630-778-8859	herry.ma@iawater.com	Illinois American Water	Henry Maradiga	630-778-8859	Sanitary Sewer	8"	2500	Chris Dillon	Nick Canney
8/1/2016	900-16-468	AWR IL Rte 162 & 1255 NWA 162 CIP	Illinois American Water	Henry Maradiga	630-778-8859	herry.ma@iawater.com	Illinois American Water	Henry Maradiga	630-778-8859	Sanitary Sewer	8"	2500	Chris Dillon	Nick Canney
7/1/2016	900-16-473	E Sandford Road CIP	Village of Hixley	Jeff Kaizer	630-238-3331	jeff@hixley.com	Village of Hixley	Jeff Kaizer	630-238-3331	Storm Sewer	30" 36" 42"	82	Chris Dillon	Nick Canney
8/20/2016	900-16-477	IAW Group 2, Project 1 8" CIP	Illinois American Water	Chris Paulson	309-566-4114	cpaulson@iawater.com	Illinois American Water	Chris Paulson	309-566-4114	Water Main	8"	450	Chris Dillon	Nick Canney
9/1/2016	900-16-480	ASSIC 2016 Grandview and Davidson CIP	City of Peoria	Andrea Koppenstein	309-494-8800	akoppenst@peoriagov.org	City of Peoria	Andrea Koppenstein	309-494-8800	Storm Sewer	48"	87	Chris Dillon	Nick Canney
9/1/2016	900-16-480	ASSIC 2016 Grandview and Davidson CIP	City of Peoria	Andrea Koppenstein	309-494-8800	akoppenst@peoriagov.org	City of Peoria	Andrea Koppenstein	309-494-8800	Storm Sewer	48"	87	Chris Dillon	Nick Canney
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10/1/2016	900-16-480	ASSIC 2016 Grandview and Davidson CIP	City of Peoria	Andrea Koppenstein	309-494-88									

Completed or under Contract

Department of Public Works

Addendum #1

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

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

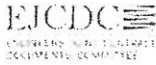
1. Due to flooding along the river, additional photos of the Front Street site were requested. This addendum is to provide those pictures to all contractors and to answer questions asked during the pre-bid meeting.
 - a. See attached photos of Front Street
 - b. The city will make repairs to the rock shoulders on Front Street prior to construction so that traffic can be shifted over onto the shoulder during construction. The contractor shall still be responsible for traffic control.
 - c. There is no railroad requirement as part of this project.
 - d. The approximate pipe schedule for Front Street is as follows:
 - MH1 to MH2 65' of 30"
 - MH2 to MH3 165' of 30"
 - MH3 to MH4 508' of 30"
 - e. All four manholes are accessible. In the northernmost manhole, which is also the diversion chamber as shown in the plans, the 30 inch diameter pipe to be lined is offset from the lid. The City cannot confirm that it will be possible to insert the liner from MH1, but MH2 is directly above the pipe and can be used as the insertion point.
 - f. The Contractor can either divert the flow in MH1 or pump across land to an adjacent manhole or into the overflow basin approximately 80 feet away.

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

Acknowledged by : 

Date: 5/17/19

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



BID BOND

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

BIDDER (Name and Address):

Insituform Technologies USA, LLC

17988 Edison Avenue

Chesterfield, MO 63005

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

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER (Name and Address):

City of Pekin, IL

111 South Capitol Street

Pekin, IL 61554

BID

Bid Due Date: May 21, 2019 10:00am

Description: Front Street & 5th Street Sewer Lining

BOND

Bond Number: **N/A**

Date: **May 21, 2019**

Penal sum **Five Percent of the Amount Bid**
(Words)

\$ 5% of the Amount Bid
(Figures)

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

BIDDER

SURETY **Travelers Casualty and Surety**

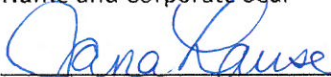
Insituform Technologies USA, LLC (Seal)

Company of America (Seal)

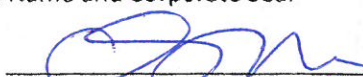
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

Jana Lause

Print Name

Ashley Miller

Print Name

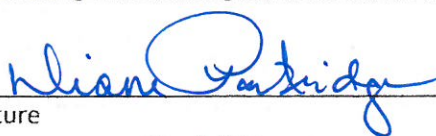
Contracting & Attesting Officer

Title

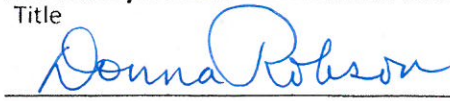
Attorney-in-Fact

Title

Attest:


Signature

Attest:


Signature

Title

Diane Partridge
Contracting & Attesting Officer

Title **Donna Robson, Witness**

State of Missouri
County of St. Louis

On 5/21/2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ashley Miller known to me to be Attorney-in-Fact of

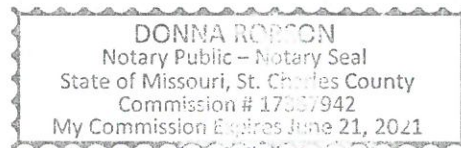
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

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



Donna Robson, Notary Public



My Commission Expires: _____



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 21 day of May, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

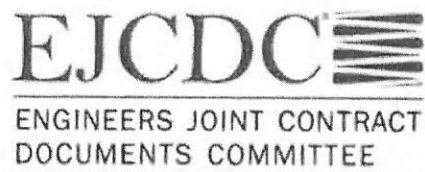
**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Attachment: INSITUFORM TECHNOLOGIES, LLC (1755 : 2019 Front Street and 5th Street Sewer Lining Bids)

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

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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**BID FORM
CITY OF PEKIN, IL**

Front St. & 5th St. Sewer Lining

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Pekin
111 South 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 60 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</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. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: MAY 14, 2019

- C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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 any thing 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.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	33" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	404	\$235.00	\$94,940.00
2	30" Circular Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	738	\$153.00	\$112,914.00
Total Base Bid Unit Price Items					\$207,854.00

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

6.01 N/A

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 15.06 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 Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

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.

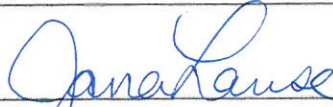
ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Insituform Technologies USA, LLC

By:

[Signature]



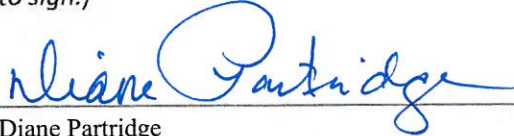
[Printed name]

Jana Lause, Contracting & Attesting Officer

[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest:

[Signature]



[Printed name]

Diane Partridge

Title:

Contracting & Attesting Officer

Submittal Date:

May 21, 2019

Address for giving notices:

17988 Edison Avenue

Chesterfield, MO 63005

Telephone Number:

636-530-8000

Fax Number:

636-530-8701

Contact Name and e-mail address:

jlause@aegion.com

Bidder's License No.:

N/A

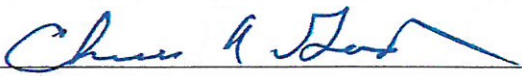
(where applicable)

INSITUFORM TECHNOLOGIES USA, LLC**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies USA, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JANUARY 20, 2012

0381859-4

ILLINOIS CORPORATION SERVICE C
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703-4261

RE INSITUFORM TECHNOLOGIES USA, LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND THE APPROVED APPLICATION FOR ADMISSION.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF THIS MONTH OF QUALIFICATION NEXT YEAR. FAILURE TO TIMELY FILE WILL RESULT IN A \$300 PENALTY AND/OR REVOCATION. A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT THE ADDRESS ON OUR RECORDS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE. VISIT WWW.CYBERDRIVEILLINOIS.COM TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Attachment: INSITUFORM TECHNOLOGIES, LLC (1755 : 2019 Front Street and 5th Street Sewer Lining Bids)

Form **LLC-45.5**
June 2010

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

Illinois Limited Liability Company Act
Application for Admission to
Transact Business

SUBMIT IN DUPLICATE

Type or Print Clearly.

This space for use by Secretary of State.

Filing Fee: \$500

Penalty: \$ —

Approved: *jd*

FILE #:

03818594

This space for use by Secretary of State.

FILED

JAN 20 2012

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: INSITUFORM TECHNOLOGIES USA, LLC
2. Assumed Name: _____
(This item is only applicable if the company name in item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)
3. Jurisdiction of Organization: Delaware
4. Date of Organization: 12/22/1983
5. Period of Duration: Perpetual
(Enter Perpetual unless there is a Date of Dissolution provided in the agreement, in which case enter that date.)
6. Address of the Office required to be maintained in the jurisdiction of its organization or, if not required, of the Principal Place of Business: (P.O. Box alone or c/o is unacceptable.)
17988 Edison Ave.
Number Street Suite #
Chesterfield, MO 63005
City, State ZIP Code
7. Registered Agent: Illinois Corporation Service Company
First Name Middle Name Last Name
Registered Office: 801 Adlai Stevenson Drive
(P.O. Box alone or c/o is unacceptable.) Number Street Suite #
Springfield Sangamon County Illinois 62703
City Zip Code
8. If applicable, Date on which Company first conducted business in Illinois: Upon Filing

(continued on back)

03818594
01/20/12

LLC-45.5

9. Purpose(s) for which the Company is Organized and Proposes to Conduct Business in Illinois: _____

Any act or activity for which limited liability companies may be organized, under the Limited Liability Company Act of Delaware and permitted under the Illinois Limited Liability Act.

10. The Limited Liability Company: (check one)

- a. ☒ is managed by the **manager(s)** (List names and addresses.)

Joe Burgess 17988 Edison Ave., Chesterfield, MO 63005

David F. Morris 17988 Edison Ave., Chesterfield, MO 63005

David Martin 17988 Edison Ave., Chesterfield, MO 63005

- b. ☐ has management vested in the **members(s)** (List names and addresses.)

11. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

12. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or county wherein the LLC is formed.

13. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: January 9, 2012
Month, Day, Year

David F. Morris
Signature

David F. Morris, Manager
Name and Title (type or print)

If applicant is signing for a Company or other Entity, state Name of Company and indicate whether it is a member or manager of the LLC.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "INSITUFORM TECHNOLOGIES USA, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "INSITUFORM TECHNOLOGIES USA, INC." TO "INSITUFORM TECHNOLOGIES USA, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:35 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.



2024080 8100V

111355550

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264916

DATE: 12-30-11

Attachment: INSITUFORM TECHNOLOGIES, LLC (1755 : 2019 Front Street and 5th Street Sewer Lining Bids)

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "INSITUFORM TECHNOLOGIES USA, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:35 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.

2024080 8100V

111355550

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264916

DATE: 12-30-11

Attachment: INSITUFORM TECHNOLOGIES, LLC (1755 : 2019 Front Street and 5th Street Sewer Lining Bids)

Sewer Lining

				ESTIMATE		Insituform		J.C. Dillon		Hoerr Construction			
Item No	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	33" Tear Drop Complete, 5th St.	Foot	404	\$137.00	\$55,348.00	\$235.00	\$94,940.00	\$300.00	\$121,200.00	\$199.00	\$80,396.00		
2	30" Round Complete, Front St.	Foot	738	\$150.00	\$110,700.00	\$153.00	\$112,914.00	\$285.00	\$210,330.00	\$145.00	\$107,010.00		
	Totals				\$166,048.00		\$207,854.00		\$331,530.00		\$187,406.00		
	As Read						\$207,854.00		\$331,530.00		\$187,406.00		



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: David Hess, IT

Sponsors:

AGENDA ITEM: Copier Lease Agreement

ACTION REQUESTED: To approve a 63 month lease with GFI Digital for 13 copiers covering all Departments and Facilities.

DESCRIPTION: The IT Department is requesting the City of Pekin enter into a lease agreement with GFI Digital for a term of 63 months to replace our aging copier fleet. This lease will condense all copiers in the City under one contract. This will yield better pricing and better serviceability due to copier standardization. The overwhelming majority of our copier fleet are nearing the end of serviceable life and have begun to impact daily operations.

FINANCIAL IMPACT: 63 mo. @ \$1610.00 base rate per mo. Plus page cost for overages

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Less down time due to aging copier fleet

IMPACT IF DENIED: Continued down time and work slow down

ALTERNATIVES: Purchase Copiers outright for higher costs and supplies costs

RELATED TO EFFICIENCY STUDY: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check √ no more than 2 boxes.]

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/4/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:



MAINTENANCE AGREEMENT

BILL TO
SHIP TO

<i>Company</i> City of Pekin			<i>Company</i> Same		
<i>Address</i> 111 S. Capitol St.			<i>Address</i>		
<i>City</i> Pekin	<i>State</i> IL	<i>Zip</i> 61554	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Phone</i> (309) 477-2300	<i>Fax</i> (309) -		<i>Phone</i>	<i>Fax</i>	
<i>Contact</i> David Hess			<i>Contact</i>		
<i>PO#</i>			<i>Contact for Meter Read</i>		

EQUIPMENT:

Model See Maintenance Breakdown Serial # _____ Equipment ID # _____

PROGRAM TYPE:

Supply Inclusive: Includes parts, labor, drums, toner and developer; does not include paper or staples

CONTRACT TERMS:

Length of Contract <u>63</u>	Contract Start Date <u>Upon Delivery</u>	Contract Base Billing Cycle <u>Monthly</u>	
B/W Monthly Base Rate <u>\$0.00</u>	# Monthly of Copies/Prints <u>0</u>	Pick a item B/W Overage <u>See Breakdown</u>	
Color Monthly Base Rate <u>\$0.00</u>	# Monthly of Copies/Prints <u>0</u>	Pick a item Color Overage <u>See Breakdown</u>	
Beginning Meter Read _____		Beginning Meter Read Date _____	

SPECIAL INSTRUCTIONS * Refer to Sec 9 for Customer Initial

City of Pekin
COMPANY NAME

GFI DIGITAL, INC.
COMPANY NAME

AUTHORIZED SIGNATURE **DATE**

WITNESS DATE

Adam Reiss Senior Account Manager

PRINT NAME & TITLE

PRINT NAME & TITLE

Attachment: GFI Maintenance Agreement 3-7-2019 (1741 : Copier Lease Agreement)

MAINTENANCE AGREEMENT TERMS & CONDITIONS

GFI Digital agrees to provide maintenance service as required at the installation address specified on the equipment contracted. All charges specified are those currently in effect and are subject to change only at the time of annual renewal. If the charges are increased the customer may, as of the effective date of such increase, terminate this Agreement by written notice to GFI Digital. Otherwise the new charges shall become effective upon the date specified in the renewal notice. GFI Digital service calls are limited to normal working hours (Monday through Friday, 8:00a.m. to 5:00p.m.).

1. Trained technicians will respond to all service calls within eight working hours or less from the time a call is placed.
2. All parts worn or broken through normal use of equipment will be replaced under the maintenance agreement. Subject to maintenance agreement plan chosen).
3. All labor charges will be covered under the maintenance agreement.
4. All mileage charges will be covered under the maintenance agreement.
5. Loaner equipment will be provided in the event that the equipment covered under the maintenance agreement cannot be repaired on site.
6. Should the equipment covered under the maintenance agreement be traded in for a new model from GFI Digital during the life of this agreement, the unused balance will be pro-rated toward maintenance of the new equipment.
7. Parts and labor for repairs made necessary by accident, negligence, theft, vandalism, lightening, loss of power or current fluctuation, fire, water or other casualty is not covered under this maintenance agreement.
8. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal workday will be charged at published rates for service time and expense, but without charge for parts covered by this agreement. Normal workday is defined as Monday through Friday 8:00am to 5:00pm.
9. Technical/IT calls that are performed as a result of the customer changing or upgrading their network and/or Computers will be charged at a rate of \$120.00 per hour after the initial install is completed.

Customer Initial _____

For service as specified on the equipment listed, the undersigned agrees to pay in advance the total amount due as specified to GFI Digital, in accordance with the terms specified. GFI Digital reserves the right to delay service if your account is delinquent.

The undersigned represent that they are the owner of the equipment or that they have the owner's authority to enter in to this Agreement.

This Agreement is subject to acceptance by GFI Digital. It takes effect on the Contract Start Date and continues in effect for the specified period and will remain in force thereafter, with automatic renewal at the prevailing rates, until cancelled by either party. Either party may cancel this contract with a 30 day written notice.



APPLICATION NO.

AGREEMENT NO.

8.1.b

provided
by:**Dealer Lease Agreement**

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to **Customer**. The words "Lessor," "we," "us" and "our" refer to **U.S. Bank Equipment Finance, a division U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

CUSTOMER INFORMATION

FULL LEGAL NAME

City of Pekin

STREET ADDRESS

111 S. Capitol St.

CITY

STATE

ZIP

PHONE

FAX

Pekin

IL

61554

(309) 477-2300

(309) -

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

FULL LEGAL NAME

GFI Digital, Inc.

STREET ADDRESS

12163 Prichard Farm Rd.

CITY

STATE

ZIP

PHONE

FAX

Maryland Heights

MO

63043

314-997-6300

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

Ricoh IM C6000

Ricoh IM C6000

Ricoh IM C6000

Ricoh MP 4055SP

Ricoh MP C307

Ricoh MP C307

Ricoh IM C3500

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☒ See attached Schedule A**TERM AND PAYMENT INFORMATION**

63

Payments* of

\$1,652.00

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no bo checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

____ Customer's Ini

____ Customer's Ini

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

City of Pekin

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing bel your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you r contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

City of Pekin

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DA

27542 (2017)

Page 1 of 2

Rev. 12/01/2

Packet Pg. 178

Attachment: Straight Lease Agreement 3-7-2019 (1741 : Copier Lease Agreement)

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software ("Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by you. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, with notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on us (except on our income) or you, or on the Equipment, its lease, its ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property tax we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates, ceases to exist or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against any amounts you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) complete and audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after the fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, and shall be reasonably detailed without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 60 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also use other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terror and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper defined by the UCC, a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such document electronically or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cell provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE BY A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ALL OUR WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

Maintenance Combined Equipment Breakdown

- ☐ Group Billing (all equipment listed is on one invoice with one base rate, copies/prints per month and overages)
- ☒ Individual Billing (all equipment is listed on one invoice with base rates, copies/prints per month and overages invoiced per machine)

BEGINNING METER READ DATE: _____

Model	Serial Number	Beginning Meter Read	Mono Base Rate	# of Copies	Total	Overages	Color Base Rate	# of copies	Total	Overages
IM C6000			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
IM C6000			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
IM C6000			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
MP 4055SP			\$0.00800	0		\$0.00800	\$0.05750	0		
MP C307			\$0.01450	0		\$0.01450	\$0.11110	0		\$0.11110
MP C307			\$0.01450	0		\$0.01450	\$0.11110	0		\$0.11110
IM C3500			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
IM C3500			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
IM C3500			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
IM C3500			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
IM C3500			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
IM C3500			\$0.00800	0		\$0.00800	\$0.05750	0		\$0.05750
MP C307			\$0.01450	0		\$0.01450	\$0.11110	0		\$0.11110

City of Pekin

Company Name

GFI Digital, Inc.

Company Name

Authorized Signature

Sales Rep Signature

Print Name & Title

Adam Reiss Senior Account Manager

Print Name & Title

** Grand total of overages should equal the sum of all overage rates divided by the number of machines

Dealer Schedule "A"

Attachment: Ricoh Dealer Schedule A (1741 : Copier Lease Agreement)



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Michael Guerra, City Engineer

Sponsors: Bob Schaich, Network Administrator

David Hess, IT

Kurt Nelson, Fire Chief

John Dossey, Police Chief

John Lebegue, Building & Inspections

AGENDA ITEM: Managed GIS Services Agreement with Cloudpoint

ACTION REQUESTED: To approve the two year agreement with Cloudpoint Geographics, Inc. for GIS Services in the amount of \$178,800.00.

DESCRIPTION: This agreement with Cloudpoint Geographics, Inc. (Cloudpoint) is for Geographic Information System (GIS) services for the City of Pekin. These services are needed to maintain our GIS system that the City currently has in place to ensure the continued operation of the programs that utilize the information. After the departure of the GIS administrator in 2018, the City did not have adequate staff to maintain the GIS system for the City of Pekin. Therefore a request for proposals was sought for the services. Cloudpoint was the only respondent the City received as it is a specialized market for these services. Cloudpoint is a qualified firm to perform the services requested by the City.

This agreement is needed as the GIS system is a vital piece of electronic infrastructure utilized by almost all departments within the City. The GIS system is comprised of computer servers; informational databases that house information for assets in the City; software that utilizes the databases; and aerial imagery. Examples of how and where the GIS system is used include:

- Type, size, depth and location of sewers in the City;
- Address locations for the 911 responses;
- Zoning information for zoning maps;
- Street light locations;
- Traffic sign locations;
- Street information for different types of street maps;
- No parking locations; and
- Routing information for solid waste collection.

However with the complexity of how this information is used and integrated with several other software programs, the maintenance of the system is critical. This contract is to ensure the system is running properly; critical upgrades are installed; and allows for some additional GIS services to be provided. Cloudpoint staff are very familiar with the City's current GIS system and has the knowledge needed to maintain the system.

This agreement is for two years with it ending April 30, 2021. Since Cloudpoint was the only respondent to the request for proposals, City staff met with Cloudpoint to review the proposed services. During the review it was determined that not all the services proposed were required and Cloudpoint amended their proposal. Therefore, the cost of the services provided is \$7,450 a month with any additional work authorized billed at an hourly rate. This amount was budgeted in the Department of Public Work's FY 20 Budget.

Staff recommends approval.

FINANCIAL IMPACT: The agreement is for \$7,450 a month which equates to the annual amount of \$89,400. The total agreement will be for \$178,800. This amount has been proposed in the Department of Public Works Budget for FY 20.

Department of Public Works proposed FY 20 Budget
100-007-569000 Other Contractual Services \$90,000.

NEIGHBORHOOD CONCERNS: The availability of up to information for public maps and a more efficient City staff.

IMPACT IF APPROVED: The agreement will be entered into and Cloudpoint will Manage the City's GIS services.

IMPACT IF DENIED: The agreement will not be entered into and the City will remain without the ability to update or maintain the GIS system.

ALTERNATIVES: Hire a full time staff member to the GIS administrator.

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/4/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:

City of Pekin Agreement for Professional Managed GIS Services

This Agreement is made on this _____ day of _____ 2019, by and between Cloudpoint Geographics, Inc. (hereinafter referred to as Cloudpoint), and the City of Pekin, (hereinafter referred to as City).

Whereas, the initial term of this contract shall commence on May 1st, 2019 and continue through and including April 30th, 2021 at which time the Contract shall conclude unless extended by agreement of both parties.

Whereas, it has been proposed and agreed that Cloudpoint shall provide professional managed GIS services as submitted in the proposal dated February 27th and amended March 19, 2019.

Whereas, Cloudpoint shall provide various and specified administrative and operational duties for the City.

Whereas, The City has the following objectives in mind that they would like to prioritize as part of this contract:

1. Maintain current GIS system and support existing user base
2. Improve workflows between office and field staff using GIS technology
3. Provide a more streamlined approach to GIS data collection & data maintenance
4. Increase transparency of government through data sharing where applicable
5. Increase utilization GIS for enhanced location-based decision making
6. More fully recognize the benefits of current GIS software licensing and existing server(s)
7. Improve the visibility of Pekin GIS within the county and around the region
8. Partner with a professional services provider to obtain full-use of GIS technology
9. Decrease the dependence on manual processes that limit efficiencies

Whereas, Cloudpoint shall undertake the following non-exclusive list of duties including, but not limited to

I. PROJECT APPROACH

1. Cloudpoint team proposes to deliver these services and communicate with the Client.
 - a) Dedicated client manager to be the primary contact for communications and support
 - b) Onsite support will be limited to amount designated in the Scope of Services
 - c) Quarterly GIS update meetings (onsite) with key personnel to review GIS progress and discuss future plans

- d) Onsite meetings relating to GIS needs with internal departments, contractors, consultants, & other governmental agencies as needed
- e) Communications via phone, email, or impromptu web meetings as needed

II. SYSTEM MAINTENANCE & ADMINISTRATION

1. Cloudpoint will provide, but not limited to, these services that will be included as part of the maintenance of the existing enterprise GIS system.

- a) Review of all GIS software licensing and annual maintenance contracts
- b) General consultation for GIS planning
- c) Correspondence with other agencies such as the county or neighboring communities for obtaining or exchanging pertinent GIS data
- d) Coordination with 3rd party software vendors requesting GIS access or information
- e) Setup of editing environment in ArcGIS Desktop or ArcGIS Online
- f) ArcGIS Online account administration (managing users, groups, and galleries)
- g) Assistance with GIS network architecture design
- h) Coordination with Esri representatives on user licensing, account management and Enterprise Agreement Subscriptions.
- i) Administration of the following enterprise applications:
- j) ArcGIS Server
- k) ArcGIS Online
- l) Portal for ArcGIS
- m) Support of advanced enterprise GIS applications such as GeoEvent Extension
- n) ArcGIS Enterprise (Server / Portal) administration (includes database administration, troubleshooting, upgrades & optimization of all enterprise web services, software updates, and license management)
- o) Bi-weekly syncing of GIS data layers with the server
- p) Departmental mapping requests (small projects requiring less than 4 hours)
- q) Training on GIS web, desktop, or mobile applications via remote connection (up to 1 full day per month available in 1/2 day increments)
- r) Desktop software upgrades
- s) Troubleshooting connection issues to GIS servers and editing workflows
- t) Maintain all active feature services & GIS layers as outlined in Attachment A (does not include onsite GPS data collection)
- u) On call remote GIS technical support (available M-F 8AM-5PM CST) including:
- v) Deployment & end-user support for Esri-based mobile GIS applications (Collector, Survey123, Workforce, Navigator)
- w) Support for Trimble and EOS GPS equipment & integration with GIS system
- x) Configuration of up to three (3) Esri-based ArcGIS web mapping applications* per year and integrated with ArcGIS Enterprise, ArcGIS Online, or Portal services or for use with Esri-based mobile apps.

Examples include: Truck Routes, Zoning Maps, etc.

- y) Internal (Client side) or external (public facing) web maps for sharing & publishing GIS data layers
- z) Collector maps for collecting GIS data with mobile devices
 - aa) Survey123 collection forms integrated with online Maps
 - bb) Workforce projects for dispatchers and field workers
 - cc) Routine edits and updates to base layers including roads, addresses, parcels, buildings, utilities, and street assets

III. ADDITIONAL SERVICES (OPTIONAL)

1. The Cloudpoint team offers a variety of optional services that may be added onto this proposal via addendum or separate contract. These additional offerings are provided by Cloudpoint and its partner companies and include but are not limited to:
 - a) Open Data Portal development (allows public to download GIS data from web portal)
 - b) Real-time GIS Integration & Monitoring
 - c) Data Collection Services (GPS, LiDAR, UAV, Aerial imagery)
 - d) Smart Cities implementation
 - e) Municipal Wireless Networks / IT Services

IV. REQUIREMENTS

1. The City agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services
 - a) Provide adequate office space including office furniture and computer hardware for providing onsite services as outlined herein
 - b) Maintain and keep current all Esri software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
 - c) Maintain the necessary hardware or devices to accomplish the tasks listed in the scope of services herein
 - d) Provide remote access to Cloudpoint staff for administering GIS system & services
 - e) Shall provide one ArcGIS Online user account to Cloudpoint staff for administration of the account

V. DELIVERABLES

1. Following is a complete list of all project deliverables:

Deliverable	Description
GIS services & support	Onsite or remote GIS technical support, training, troubleshooting, and system maintenance. Onsite work will be limited to thirty-two (32) hours per month.
Quarterly update meetings	Quarterly meetings with City Staff to provide a GIS updates and discuss any issues that may arise

Monthly reports	Monthly reports on the status of the GIS system and the listing of services provided
Other	Custom scripts or automation tools used as part of the data updates or incorporated into the final workflow(s)

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE BY THE PARTIES TO THIS AGREEMENT, AS CONTAINED BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. COMPENSATION:

- A.** The City agrees to pay Cloudpoint Geographics for these services at the following rate(s).

Description	Price
Professional GIS Services (per month with 2-yr agreement)	\$7,450.00

II. TERMS

- A. Software:** This proposal does not include any software licensing or maintenance fees for GIS software.
- B. Performance of Services:** The Consultant shall perform the services outlined in this proposal in accordance with these terms and conditions.
- C. Additional Services:** Special projects not listed as part of this scope of services shall be compensated at the standard hourly rates provided to the Client. For these projects, an estimate of hours and cost shall be provided to the Client for review prior to Cloudpoint beginning any work.
- D. Amendments:** No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party.
- E. Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services during normal business hours. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- F. Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an

account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

- G. Indemnification:** Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Agreement, except to the extent caused by the negligent or intentional act or omission of the Indemnitee or its agents.
- H. Insurance:** Consultant shall maintain an errors and omissions policy in the amount of \$1,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$1,000,000.00. Certificates of insurance shall be provided to Client and Client shall be named as an additional insured under the policy.
- I. Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.
- J. Certification, Guarantees and Warranties:** The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.
- K. Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes included, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- L. Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- M. Termination of Service:** This Agreement may be terminated within thirty (30) days of providing written notification at any time by either party should the other party fail to perform its obligation hereunder.

SIGNATURES:

In witness thereof, the City of Pekin, IL and Cloudpoint Geographics, Inc. agree to the terms as outlined herein on this _____ day of _____, _____ A.D.

Signed – City of Pekin

Signed- Cloudpoint Geographics, Inc.

Name

Jonathan J. Hodel, P.E., GISP
Name

Title

President
Title

Address

107 W. Ann St., PO Box 1017
Address

City, State, Zip

Roanoke, IL 61561
City, State, Zipcode

Attachment: Cloudpoint Agreement (1675 : Managed GIS Services Agreement with Cloudpoint)



CLOUDPOINT
GEOGRAPHICS

PROPOSAL FOR PROFESSIONAL GIS SERVICES

Managed GIS Services for City of Pekin, IL



Abstract

The following proposal is provided to the City of Pekin for GIS services consisting of administration of the Client's enterprise GIS system built on the ArcGIS platform including technical support and maintenance.

February 25, 2019

By: Jonathan Hodel, PE, GISP
Cloudpoint Geographics, Inc.
107 W. Ann St., Roanoke, IL 61561
www.cloudpointgeo.com



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COVER LETTER

Mr. Michael Guerra, P.E.
City Engineer
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Re: Proposal for Professional GIS Services

Dear Mr. Guerra:

I would like to thank you for the recent opportunity to discuss your agency's GIS needs. Cloudpoint Geographics is pleased to provide this proposal to the City of Pekin for managed professional GIS services to provide technical support and maintenance for the City's GIS Network.

As you know, Cloudpoint Geographics is a professional GIS services provider with a strong focus on municipal and local government solutions. All of these solutions are delivered through the trusted Esri platform and specifically tailored to municipal governments in areas such as public works, utilities, zoning & permitting, land records, transportation, and infrastructure management. Our company has been providing managed GIS services including enterprise implementation, project management, onsite and remote technical support & training, and field inventories, to customers throughout Illinois and Wisconsin since 2011. We have GIS professionals and professional engineers on staff with a specific focus on building upon and improving our client's GIS systems to help them make informed, data-driven decisions. Upon your review, you will find that Cloudpoint has unmatched dedication to meeting our Client's needs and exceeding their expectations and is perfectly suited for a project such as this. If you have questions on this proposal, please contact me at jhodel@cloudpointgeo.com or (877) 377-8124.

Sincerely,

Jonathan J. Hodel, President
Cloudpoint Geographics, Inc.





OVERVIEW

The City of Pekin Public Works Department (hereinafter referred to as the Client) is responsible for the maintenance and upkeep of the City of Pekin's solid waste collection, street and wastewater systems. This includes plowing and snow removal during the winter months and repairing damaged sections and cracks during the summer months. The Client is currently seeking assistance with its GIS system to maintain and improve its data organizational structure and enhance its data sharing capabilities among its departments and end users. By utilizing Cloudpoint's professional services, the Client can expect to identify opportunities to improve the level of service and realize potential costs savings.

Cloudpoint Geographics, Inc. has developed solutions and provides ongoing support for many communities throughout Illinois and the surrounding area, allowing them to take advantage of the latest GIS technology available and helping them to develop long term strategies that will yield benefits for years to come. Most importantly, the Cloudpoint team provides the communication and support for these solutions that ensure Client staff can ramp up quickly and realize immediate benefits of using the technology.

Cloudpoint is pleased to submit this proposal for professional GIS services to support the City of Pekin in achieving its goals for optimizing its use of GIS technology and receiving the greatest return on investment possible. This proposal outlines the services that will be provided along with associated costs. The services outlined herein will be limited to the Client's public works department however may be made available to other departments such as police & fire via a separate contract.

OBJECTIVES

The Client has the following objectives in mind that they would like to prioritize as part of this contract:

- Maintain current GIS system and support existing user base
- Improve workflows between office and field staff using GIS technology
- Provide a more streamlined approach to GIS data collection & data maintenance
- Increase transparency of government through data sharing where applicable
- Increase utilization GIS for enhanced location-based decision making
- More fully recognize the benefits of current GIS software licensing and existing server(s)
- Improve the visibility of Pekin GIS within the county and around the region
- Partner with a professional services provider to obtain full-use of GIS technology
- Decrease the dependence on manual processes that limit efficiencies



SCOPE OF SERVICES

Cloudpoint Geographics proposes the following services to the City of Pekin:

PROJECT APPROACH

The Cloudpoint team is privileged in having past opportunity to work with the Client regarding the setup, deployment, and maintenance of their enterprise system and various GIS applications within the Public Works department. As part of this proposed project Cloudpoint hopes to continue providing a high level of quality GIS services as proposed herein. The following information outlines how the Cloudpoint team proposes to deliver these services and communicate with the Client.

- Dedicated client manager to be the primary contact for communications and support
- Onsite technical assistance for end-user training or GIS system support and maintenance to be provided up to one (1) day per week
- Quarterly GIS update meetings (onsite) with key personnel to review GIS progress and discuss future plans
- Onsite meetings relating to GIS needs with internal departments, contractors, consultants, & other governmental agencies as needed
- Communications via phone, email, or impromptu web meetings as needed

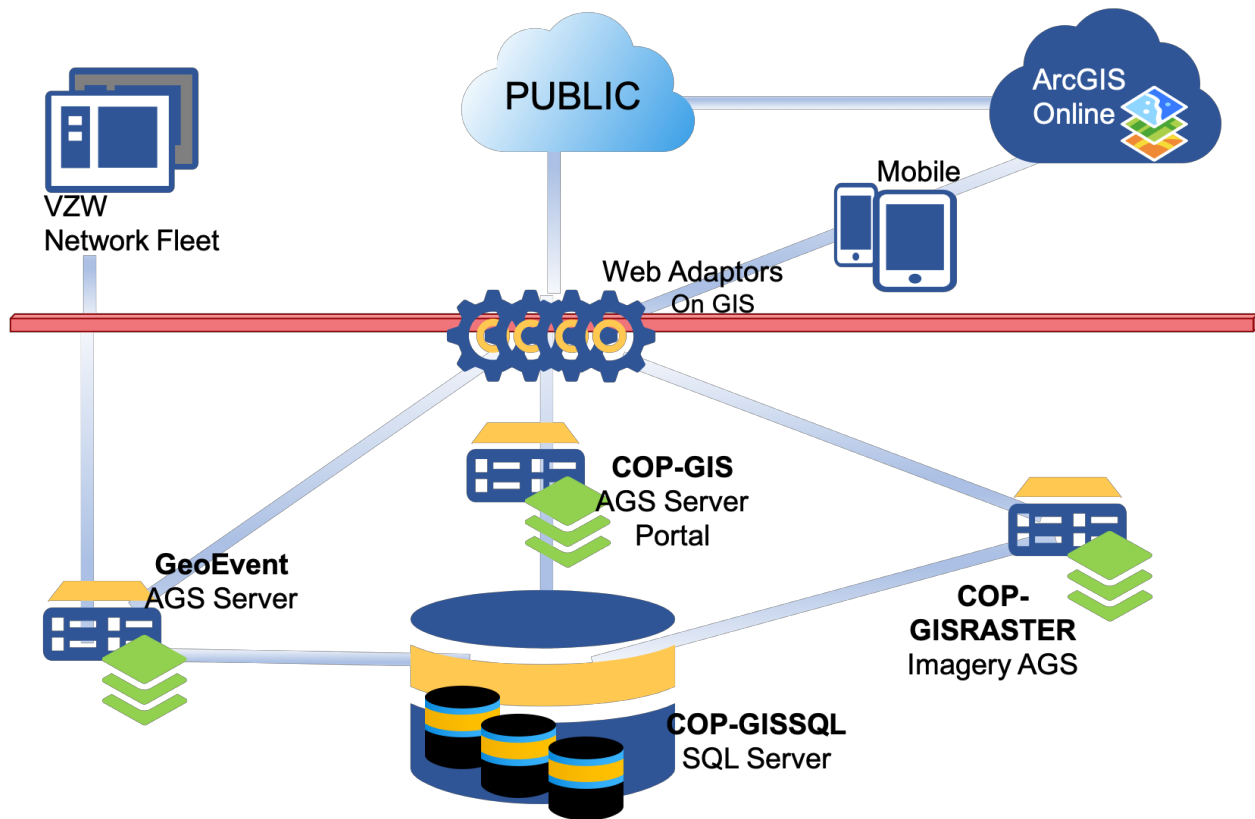
CURRENT SYSTEM CONFIGURATION

The following information summarizes the current enterprise GIS system configuration and is assumed to be the starting point of the services that are outlined herein.

The following components are depicted in the graphic below.

- 5 Active Servers in on premise GIS Ecosystem
- 3 Active Databases
 - RASTER
 - ARCGIS_PORTAL
 - PEKIN_GIS
- Verizon Network Fleet incoming connection
- ArcGIS Online Layers and services
- Mobile Devices connection to ArcGIS Portal and federated to Pekin SSO
- Public Access to specific GIS applications.

In addition; there are legacy systems, GIS Workstation (CHRISTINE2) and network file shares to manage.



SYSTEM MAINTENANCE & ADMINISTRATION

The following highlights the services that will be included as part of the maintenance of the existing enterprise GIS system.

- Review of all GIS software licensing and annual maintenance contracts
- General consultation for GIS planning
- Correspondence with other agencies such as the county or neighboring cities for obtaining or exchanging pertinent GIS data
- Coordination with 3rd party software vendors requesting GIS access or information
- Establish a GIS data portal to respond to GIS data requests from outside entities
- Setup of editing environment in ArcGIS Desktop or ArcGIS Online
- ArcGIS Online account administration (managing users, groups, and galleries)
- Assistance with GIS network architecture design
- Coordination with Esri representatives on user licensing, account management and Enterprise Agreement Subscriptions.



- Administration of the following enterprise applications:
 - ArcGIS Server
 - ArcGIS Online
 - Portal for ArcGIS
- Provisioning for GIS data backups
- Support of advanced enterprise GIS applications such as GeoEvent Extension
- ArcGIS Enterprise (Server / Portal) administration (includes database administration, troubleshooting, upgrades & optimization of all enterprise web services, software updates, and license management)
- Bi-weekly syncing of GIS data layers with the server
- Departmental mapping requests (small projects requiring less than 4 hours)
- Training on GIS web, desktop, or mobile applications via remote connection (up to 1 full day per month available in 1/2 day increments)
- Setup and migration of data layers to Esri's Local Government Information Model
- Desktop software upgrades
- Troubleshooting connection issues to GIS servers and editing workflows
- Maintain all active feature services & GIS layers as outlined in Attachment A (does not include onsite GPS data collection)
- On call remote GIS technical support (available M-F 8AM-5PM CST) including:
- Deployment & end-user support for Esri-based mobile GIS applications (Collector, Survey123, Workforce, Navigator)
- Support for Trimble and EOS GPS equipment & integration with GIS system
- Configuration of up to three (3) Esri-based ArcGIS web mapping applications* per year and integrated with ArcGIS Enterprise, ArcGIS Online, or Portal services or for use with Esri-based mobile apps. Examples include:
 - Internal (Client side) or external (public facing) web maps for sharing & publishing GIS data layers
 - Collector maps for collecting GIS data with mobile devices
 - Survey123 collection forms integrated with online Maps
 - Workforce projects for dispatchers and field workers
- Routine edits and updates to base layers including roads, addresses, parcels, buildings, utilities, and street assets

LOCAL GOVERNMENT INFORMATION MODEL

The Client can optionally take advantage of Esri's Local Government Information Model (LGIM) which provides an industry standard data template for GIS data for municipalities. The Client can pick and choose which of the available feature datasets from this template they would like to utilize. Any layers that the Client chooses to migrate to this format can then be plugged into a series of focused maps and applications designed to help local governments leverage their geographic information through the ArcGIS Platform to improve government activities and enhance services delivered to the general public. Migrating to this data model allows users to take advantage of any new local government ArcGIS solutions which can be viewed at Esri's solutions.arcgis.com page. In addition, the Client can still maintain their existing (customer) field names and continue to utilize them even within the LGIM.

The Cloudpoint team will work with the Client to determine which existing GIS layers would be beneficial to migrate to Esri's LGIM format. Any of the Client's existing GIS data fields can still be utilized with the LGIM by adding them to the existing feature classes. Below is a snapshot of the feature datasets that are included with the LGIM template. The Client's existing data can be migrated to these layers or they can choose to begin developing these layers from scratch.

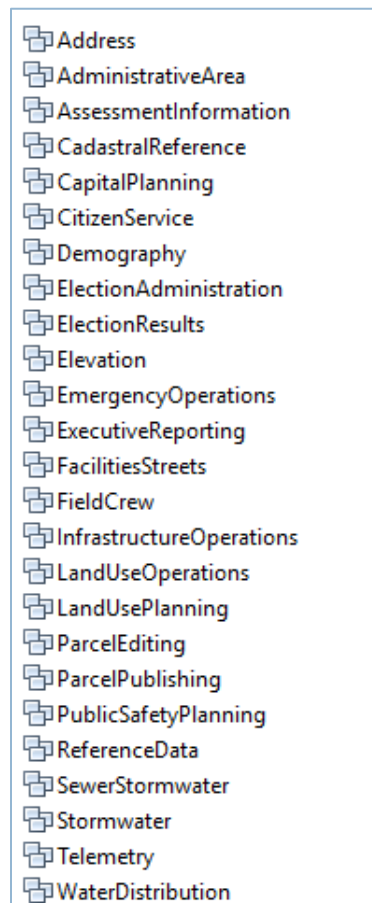


FIGURE 1- FEATURE DATASETS IN ESRI'S LOCAL GOVERNMENT DATA MODEL

AVAILABLE APPLICATIONS

The following includes a list of Esri-based configurable ArcGIS applications that are available to the Client for use with any of the ArcGIS local government solutions as outlined at solutions.arcgis.com. These solutions include user-friendly tools to manage and update spatial data for land records, water utilities, public works, planning, economic development, emergency management, and more. Each of these solutions can be tailored to easily connect to the Client's GIS data when residing in the local government database environment:

ARCGIS ONLINE

- Create and share your own web maps
- Access data from desktop software, browser, or mobile device
- Organize & backup your data with a single secured solution

COLLECTOR FOR ARCGIS

- Collect and update information in the field
- Take your maps and data offline and sync changes when connected
- Improve your data quality with easy-to-use map-driven forms
- Track your work and report your activities
- Capture and share photos and videos

NAVIGATOR FOR ARCGIS

- Turn-by-turn directions and routing for your workforce

EXPLORER FOR ARCGIS

- Use data from your organization or browse for publicly available maps
- Go offline and download the maps you need before you go.
- Easily create markups, shapes, lines, or call outs
- Share your marked-up map with coworkers in the field

WORKFORCE

- Assign work to field workers from the office in real-time
- Report status of work orders back to the office in real-time
- Pull real-time reports of work orders into Operations Dashboard

SURVEY123

- Quickly design powerful surveys and publish them into ArcGIS
- Capture and record answers easily via web and mobile devices with minimal training



- Non-GIS users can use MS Excel to easily setup collection forms
- Analyze answers in real-time to support decision making

OPERATIONS DASHBOARD

- Use charts, gauges, maps, and other visual elements
- Reflect the status and performance of people, services, assets, and events in real-time
- View activities and key performance indicators

Not included in this Scope of Services: Data collection, layer creation, extensive data editing.**

**Setup of advanced ArcGIS Server / Portal applications requiring custom application development is available at an additional charge*

***Extensive data editing is defined as updating GIS data from historical records which will require more than 4 hours per task/project. This work will be available to the Client on a T&M basis.*

ADDITIONAL SERVICES (OPTIONAL)

The Cloudpoint team offers a variety of optional services that may be added onto this proposal via addendum or separate contract. These additional offerings are provided by Cloudpoint and its partner companies and include but are not limited to:

- Open Data Portal development (allows public to download GIS data from web portal)
- Real-time GIS Integration & Monitoring
- Data Collection Services (GPS, LiDAR, UAV, Aerial imagery)
- Smart Cities implementation
- Municipal Wireless Networks / IT Services

OTHER BENEFITS

There are many other benefits that the Client may recognize by utilizing Cloudpoint's professional services for this project. They include but are not limited to the following:

- Consultant has a prior working relationship with the Client
- Consultant has an in-depth knowledge of the Client's system and its history
- Consultant is in close proximate to Client
- Consultant is specialized with unique niche in services specified in the RFP



REQUIREMENTS

The Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

- Client shall provide adequate office space including office furniture and computer hardware for providing onsite services as outlined herein
- Client shall maintain and keep current all Esri software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
- Client shall maintain the necessary hardware or devices to accomplish the tasks listed in the scope of services herein
- Client shall provide remote access to Cloudpoint staff for administering GIS system & services
- Client shall provide one ArcGIS Online user account to Cloudpoint staff for administration of the account

DELIVERABLES

Following is a complete list of all project deliverables:

Deliverable	Description
GIS services & support	Onsite or remote GIS technical support, training, troubleshooting, and system maintenance. Onsite work will be limited to forty (40) hours per month.
Quarterly update meetings	Quarterly meetings with City Staff to provide a GIS updates and discuss any issues that may arise
Monthly reports	Monthly reports on the status of the GIS system and the listing of services provided
Other	Custom scripts or automation tools used as part of the data updates or incorporated into the final workflow(s)

SCHEDULE

The initial term of this contract shall commence on _____ and continue through and including _____ at which time the Contract shall conclude unless extended by agreement of both parties.



PRICING

The following table details the pricing for delivery of the services outlined in this proposal. The Client agrees to pay Cloudpoint Geographics for these services at the following rate(s).

Description	Price
Professional GIS Services (per month with 2-yr agreement)	\$8,350.00
Professional GIS Services (per month with 3-yr agreement)	\$7,950.00



EXECUTIVE SUMMARY

Cloudpoint Geographics made its humble beginnings in a one-room office shared with the local realtor in downtown Roanoke, IL. In 2011, founder, Jonathan Hodel purchased a laptop, built a website, and began the pursuit his dream of offering geospatial services to clients throughout Illinois. Since that time the company has expanded in size and purchased the local dentist office where it now calls home as well as its 'world headquarters'.

A big leap was taken in 2012 when the company became an Esri business partner and that relationship has blossomed as it has since earned the designations of Esri Specialists in the Local Government and ArcGIS Online categories. In 2018 the company made a commitment to re-focus its business development efforts on providing managed GIS services tailored for municipal clients with plans to integrate Clients' GIS systems with all available data resources essentially creating 'smart cities' which improve decision-making and stewardship of public resources.

Now after eight years of business and working with clients spanning from New Mexico to Canada, Cloudpoint is looking to continue its steady growth pattern throughout Illinois, Wisconsin, and the Midwest. The team takes great pride in offering high-quality, hands-on customer service and has a strong reputation of success to build upon in the future.

The company has a seven-member staff made up of Engineers, GIS professionals, Enterprise specialists, Desktop specialists, and technicians who find great fulfillment in helping local agencies embrace GIS technology to produce value-added results to their constituents. The team has a strong background serving in the public sector as employees for local government organizations, so they are intimately familiar with the interworking's and responsibilities of public officials such as GIS managers, City Engineers, Assessors, Registers of Deeds, Land Information Officers, Surveyors, Engineers, Public Works Directors, and Facility Managers. For more information please visit www.cloudpointgeo.com or call 877-377-8124.

COMPANY QUALIFICATIONS

Cloudpoint is a preferred Esri Business Partner and is continually proven to be an industry leader for high quality geospatial solutions in the following ways:

- GIS Professionals
- Enterprise GIS & Desktop Specialists
- Professional Engineers
- Remote UAV pilots
- Esri business partner with licensing availability for all extensions and services
- A unique niche focus on GIS services for local governments
- Esri Specialty Designations in Local Government and ArcGIS Online
- Latest technology including cloud-based implementation, data processing and storage capabilities using Amazon's AWS platform
- Regular participant in the Esri Partner Conference in Palm Springs, CA and User Conference in San Diego, in addition to Illinois GIS Association and Wisconsin Land Information Association.



**ArcGIS for
Local Government
Specialty**



**ArcGIS Online
Specialty**



**WISCONSIN
LAND INFORMATION
ASSOCIATION**



STAFF QUALIFICATIONS

JONATHAN J. HODEL- PRINCIPAL IN CHARGE

Education

- University of Illinois. Urbana-Champaign, IL. BS Civil Engineering 1999
- Illinois Central College. East Peoria, IL. Associates in Engineering Sciences. 1997

Certifications

- Licensed Professional Engineer
- Certified GIS Professional



Professional Summary

Mr. Hodel is a licensed professional engineer and certified GIS professional with 14 years of experience in civil engineering and geospatial services. He has a well-diversified background of professional experience in the public and private sectors of civil engineering. Mr. Hodel has valuable experience in implementation and development of GIS systems for public works and transportation agencies. Since graduating from the University of Illinois, at Urbana-Champaign with a Bachelor of Science in Civil Engineering, he has worked for two of the highest-rated civil engineering firms in Central Illinois prior to serving in the public sector as the County Engineer for Stark and Woodford Counties. In 2011, he left Woodford County to pursue his passion for geospatial work through the creation of Cloudpoint Geographics.

Professional Experience

- Cloudpoint Geographics, Inc., President - Manages staff and runs daily operations of company including business development, marketing, and strategic planning. Interacts with clients daily and provides project oversight, on-site consulting, and data collection services.
- Woodford County, County Engineer - Department Head for Woodford County Highway Department. Managed planning, design, construction and maintenance activities of 164 miles of County Highways and bridge structures. Managed a team of 17 individuals involving maintenance and office staff. Assisted and provided consultation to Township Highway Commissioners
- Stark County, County Engineer / GIS Manager
- Hanson Professional Services, Civil Engineer II
- Farnsworth Group, Civil Engineer I

MICAH J. WILLIAMSON- CLIENT MANAGER

Education

- Eastern Illinois University. Charleston, IL. PSM GISci, Current
- Illinois State University. Normal, IL. BS Geography, 2001
- Illinois Central College. East Peoria, IL. AA Liberal Arts, 1996

Certifications

- Certified GIS Professional
- Esri certified Enterprise Associate



Professional Summary

Over his professional career, Mr. Williamson has designed, developed and implemented various enterprise GIS solutions. With beginnings in cartography and graphic design, it was an easy transition into HTML and JavaScript customization through Esri's ArcIMS. From there Mr. Williamson moved through ArcPad and ArcGIS Server multi-versioned, Sequel Server enterprise implementations. Recently, he has focused on the various ArcGIS Server API and iOS solutions for a number of internal and external GIS applications. Mr. Williamson also works to promote geography and geospatial technology in area schools and in statewide organizations.

Professional Experience

- Cloudpoint Geographics Inc., Geospatial Services Director - Overseeing the application development and server implementation aspect of our company. Primary Esri Partner Network contact. Also heavily involved in training and assist in oversight of data collection and management.
- Peoria County Government, GIS Manager - Migrated the county's dependence on a consortium based GIS to an independent infrastructure enterprise system with a stable public facing web-based application; Continual assessment and evaluation of the current GIS infrastructure; Complete understanding of the many departmental and public GIS application needs; Delivered on a plan to meet these needs for the near and medium term.
- Greater Peoria Sanitary District, GIS Analyst - Manage and maintain the district's digital infrastructure including ArcSDE, ArcIMS and ArcPAD applications; Create maps and tabular data, as requested, for analysis, planning, tracking and display; Work with GPS data and field personnel to keep GIS updated on a timely basis.
- Tri-County Regional Planning Commission, GIS Technician - Deeply involved with the development of GIS layers that would aid the planning activities of the Commission; Staff the Peoria GIS Consortium by developing internet mapping tool, training and completing data/map requests.

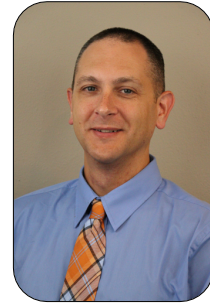
MATTHEW C. JUNKER- TECHNICAL SUPPORT

Education

- Illinois State University. Normal, IL. BS Geography, 2000
- Illinois Valley Community College. Oglesby, IL. AS Geography, 1998

Certifications

- Esri certified Desktop Associate



Professional Summary

Mr. Junker and his talents further expand the services aspect of the Cloudpoint team. His previous professional exposure has given him a rare set of tools that allow diversity in our workforce. However, each previous employment opportunity has seemingly prepared Mr. Junker to be a cohesive part of our team. Adept with digitizing deeded COGO, sewer lines or planning documents, the skillset is a perfect and easy complement to our client base. His understanding of local government further embeds Cloudpoint into our vision of providing tools and services to enable our clients to make data driven decisions using spatial data.

Professional Experience

- Cloudpoint Geographics Inc., GIS Specialist - Utility GIS database creation, Esri server software implementation and maintenance. Mobile application development and enhancement. Parcel fabric conversion and quality control enforcement.
- Tri-County Regional Planning Commission, GIS Specialist - GIS services for Woodford County; including cadastral data maintenance, creation and maintenance of GIS data for various county departments, development and maintenance of mapping applications, technical support for Highway Department sign inventory, and review of orthophotography proposals from vendors. GIS services for Greater Peoria Sanitary District; including maintenance of sewer utility GIS data. Technical support for City of Peoria sidewalk inventory. Map and data requests for Tri-County Regional Planning Commission staff.
- The Sidwell Company, Compiler - Build cadastral datasets for various county projects using deeds, plats, and other sources. Print and distribute check plots to department personnel for quality assurance.
- Nystrom Education Division of Herff-Jones, Inc., Cartographer - Assist in overseeing creation and revision of maps for: atlas, production wall maps, desk map projects, store & service center activities, and sales. Work with employees to ensure satisfaction is received by outside customers, as well as the service center.

ERIN C. STRICKLER- PROJECT SUPPORT

Education

- Bradley University, Peoria, IL. BS Civil Engineering 2003

Certifications

- Licensed Professional Engineer



Professional Summary

Ms. Strickler is a licensed professional engineer with 7 years of experience in transportation engineering, site development, and hydraulic engineering. Her previous projects include a variety of traffic and intersection design studies; sanitary sewer, watermain, and storm sewer design; flood studies and bridge scour analyses. Additionally, Ms. Strickler has surveying experience and has successfully permitted dozens of waterway projects from Wisconsin to Mississippi. She was first introduced to GIS while working part-time for Cloudpoint founder Mr. Hodel and is passionate about combining her engineering experience with the power of GIS to help our clients make location based, data driven decisions.

Professional Experience

- Cloudpoint Geographics, Inc., Project Engineer – Assist in the data processing and quality control/quality assurance of a variety of projects, including mapping, inventories, and GIS layer development and creation. Provide project management and working with staff as well as assistance to clients seeking grants for funding for asset inventory management.
- Midwest Engineering, Inc., Project Engineer – Provide plans and specifications to multiple local and private agencies for transportation, site design, storm water, watermain, and sanitary sewer projects. Assist in the completion of traffic and intersection design studies. Complete hydraulic modeling necessary for flood insurance studies. Provide engineering services for more than thirty Class I Railroad projects that included hydrologic and hydraulic analysis of existing waterway structures and local, state, and federal permitting.
- Woodford County Highway Department, Field Technician – Complete GIS sign inventories for County, townships, and municipalities.
- Clark Engineers/STS/AECOM, Staff Engineer – Survey field technician, assist in the design of site development and transportation projects.

PROJECT REFERENCES

Following is a list of past and current clients who we have assisted with GIS Implementation and Managed Services:

VILLAGE OF ADDISON

LOCATION: Addison, IL

TYPE: GIS Implementation & Maintenance

DATE: 2016 - present

CONTACT: Rick Federighi- Public Works Director
(630) 620-2020
RFederighi@addison-il.org



DESCRIPTION: The Public Works Department contracted Cloudpoint Geographics to perform a GIS Check-Up for its internal use of their Geographic Information Systems. This analysis was not simply limited to the public works department, rather extended departments that utilize GIS throughout the Village. Interviews, surveys, and extended correspondence were used for data gathering.

The Village had worked with vendors in the past to facilitate a strategic plan concerning GIS. As well, there had been full time employees dedicated to the implementation of GIS. All recommendations were made from the perspective of best practices as recommended by Esri, Inc. and our certified GIS Professionals. Cloudpoint Geographics had no previous relationship or presuppositions on the Village of Addison GIS. We began from a 'State Zero'. The Village continues to take full advantage of Cloudpoint's professional enterprise support services for their GIS.

VILLAGE OF BURR RIDGE

LOCATION: Burr Ridge, IL

TYPE: Managed GIS Services

DATE: 2018 - present

CONTACT: Evan Walter- Assistant Village Administrator
(630) 654-8181 ewalter@burr-ridge.gov





DESCRIPTION: The Village of Burr Ridge was looking to expand the use of its GIS capabilities and move away from an off-premise hosted GIS package that limited customization and did not appropriately engage its users. They contract with Cloudpoint to provide a more robust GIS solution through the use of managed GIS services hosted on the ArcGIS Online cloud. Cloudpoint continues to provide onsite remote GIS services and administers the Client's ArcGIS Online account providing data updates and web applications that are specifically tailored to fit the needs of the organization. The Village has been very pleased with Cloudpoint's professional staff and its ability to effective current solutions and looks forward to maintaining this long-term partnership in the years to come

CITY OF ROCK FALLS, IL

LOCATION: Rock Falls, IL

TYPE: Managed GIS Services

DATE: 2012-present

CONTACT: Dick Simon – Electric Superintendent
815-622-1145
dsimon@rockfalls61071.com

Ted Padilla – Water Superintendent
815-622-1120
tpadilla@rockfalls61071.com



DESCRIPTION: Cloudpoint has been providing GIS consultation to Rock Falls Water & Electric Utilities since 2012. Each of these departments has recognized tremendous advancements in their use of the GIS system and the city has been able to save money with the heavy overhead expenses of full-time staff. Each of the departments are utilizing Cloudpoint's services on an as-needed basis. It works well since their in-house staff is only available to focus on the GIS during certain times of the year such as the off-season for construction. With the purchase of a SUELA (Small Utility Enterprise License Agreement) from Esri, the city has been able to take advantage of the entire GIS platform. Cloudpoint provided setup for an enterprise GIS system including ArcGIS Server, ArcGIS Online, ArcPad for disconnected mobile clients, and ArcGIS desktop setup and training. Now, with Cloudpoint's ongoing support the City is expanding their capabilities and uses of the GIS system to help save time and money.

CITY OF WASHINGTON, IL

LOCATION: Washington, IL
TYPE: Managed GIS Services
DATE: 2016-present
CONTACT: Jon Oliphant, AICP, CFM – Planning and Development
 309-444-1135
joliphant@ci.washington.il.us
 Ed Andrews, PE- City Engineer
 (309) 444-1136
eandrews@ci.washington.il.us



DESCRIPTION: Cloudpoint currently provides all of the GIS needs for the City of Washington, IL with a dedicated GIS Specialist up to eight (8) hours per week to update and enhance the city's GIS layers as well as coordinate future planning and setting a vision on where the City wants to take their GIS program. This work has included utility network layers and pipe flow analysis, addressing, mobile GIS implementation, and online web maps. Each department has recognized tremendous value in their use of the GIS system and the city has been able to save money with the heavy overhead expenses of full-time staff. With the purchase of an ArcGIS Online Organizational subscription from Esri, the city has been able to take advantage of the entire GIS platform using both desktop and cloud-based tools.

CONCLUSION

We look forward to working with the City of Pekin and supporting their efforts to improve efficiencies, maintain a high level of service for their constituents, and get the most out of their enterprise GIS system. Geographic Information Systems have proven to provide significant cost savings over time and create a noticeable return-on-investment for organizations that fully embrace the technology. We are confident that Cloudpoint will exceed the Client's expectations regarding GIS services, and stand ready to partner with them in delivering the highest quality professional services.



TERMS

Duration: This proposal is good for ninety (90) days from the date of submittal.

Software: This proposal does not include any software licensing or maintenance fees for GIS software.

Performance of Services: The Consultant shall perform the services outlined in this proposal in accordance with these terms and conditions.

Additional Services: Special projects not listed as part of this scope of services shall be compensated at the standard hourly rates provided to the Client. For these projects, an estimate of hours and cost shall be provided to the Client for review prior to Cloudpoint beginning any work.

Amendments: No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Payment: The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

Indemnification: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Agreement, except to the extent caused by the negligent or intentional act or omission of the Indemnitee or its agents.

Insurance: Consultant shall maintain an errors and omissions policy in the amount of \$1,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$1,000,000.00. Certificates of insurance shall be provided to Client and Client shall be named as an additional insured under the policy.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services



provided by the Consultant are for the sole use and benefit of the Client. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Certification, Guarantees and Warranties: The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes included, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Service: This Agreement may be terminated within thirty (30) days of providing written notification at any time by either party should the other party fail to perform its obligation hereunder.



SIGNATURES

In witness thereof, the City of Pekin, IL and Cloudpoint Geographics, Inc. agree to the terms as outlined herein on this _____ day of _____, _____ A.D.

_____	_____
Signed	Signed- Cloudpoint Geographics, Inc.
_____	_____
Name	Jonathan J. Hodel, P.E., GISP
_____	_____
Title	President
_____	_____
Address	107 W. Ann St., PO Box 1017
_____	_____
City, State, Zip	Roanoke, IL 61561

ATTACHMENT A – CURRENT LAYERS IN CITY OF PEKIN GIS

These services are currently available on the various COP GIS Servers as REST endpoints. Each service has a subset of layers that are connected to SQL database each with their own set of user permissions. This list does not include existing layers on ArcGIS Online.

• 5 Mile Buffer MIL1 (Map) • Accela Parcels MIL1 (Map) • Capital Planning PW 2017 MIL1 (Map) • COP PavementOpeningPermits (Feature) • COP PavementOpeningPermits (Map) • cogis transportation telemetry NFgps (Feat) • cogis transportation telemetry NFgps (Map) • cso (Map) • Derby Corridor Hanson MIL1 (Map) • Derby Corridor Hanson MIL2 (Map) • Derby Markings 2017 (Feature) • Derby Markings 2017 (Map) • Derby Street Marking 2017 (Feature) • Derby Street Marking 2017 (Map) • Derby Street Striping 2017 (Feature) • Derby Street Striping 2017 (Map) • DerbyCorridorStudy MIL1 (Map) • DerbyCorridorStudy MIL2 (Map) • DerbyCorridorStudyData MIL1 (Map) • EnterpriseZone (Map) • FEMA Floodplain FIRM map MIL1 (Map) • FEMA Floodplain FIRM map MIL2 (Map) • Field GPS Points (Feature) • Field GPS Points (Map) • GPS Field Data (Feature) • GPS Field Data (Map) • GPS HighPrecision (Feature) • GPS HighPrecision (Map) • GPS TEST 926 MIL1 (Feature) • GPS TEST 926 MIL1 (Map) • GPS TEST MIL1 (Feature) • GPS TEST MIL1 (Map) • Hanson Derby Corridor MIL1 (Map) • Maintenance Zones (Feature) • Maintenance Zones (Map) • network-fleet-gps-stream-service-out (Stream) • 2016 Aerial (Image)	• Map MIL1 (Map) • Mowing and Spraying MIL2 (Map) • Mowing and Spraying MIL3 (Map) • Mowing and Spraying (Map) • MyStreetSignTest (Feature) • MyStreetSignTest (Map) • Past Coal Mine Activity MIL1 (Map) • Past Mining Activity MIL1 (Map) • Pekin City Limits (Feature) • Pekin City Limits (Map) • PEKIN SEPTICS (Feature) • PEKIN SEPTICS (Map) • Pekin Sewers Master Web (Map) • Pekin Sewers MIL1 (Feature) • Pekin Sewers MIL1 (Map) • Pekin Street Lights MIL1 (Map) • Pekin Streetlights MIL1 (Map) • Possible Mine Activity MIL1 (Map) • SampleWorldCities (Map) • Snow Routes No Parking (Map) • SolidWastePickupByDay MIL1 (Map) • SolidWastePickupDay MIL1 (Map) • Street Lights MIL1 (Map) • Streetlights MIL1 (Map) • Streetlights Pekin IL MIL1 (Map) • Streetlights Pekin MIL1 (Map) • TIF District (Map) • Zeemap2 (Map) • Zoning (Feature) • Zoning (Map) • Hosted/Hubs and Cleanouts (Featur) • Hosted/Hubs and Cleanouts (Map) • Hosted/Planters Street Furniture WFL1 (Feature) • Hosted/Planters Street Furniture WFL1 (Map) • Hosted/Truck Routes (Feature) • Hosted/Truck Routes (Map)
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March 19, 2019

Mr. Michael Guerra, P.E.- City Engineer
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Re: Addendum #1 to Proposal for Professional GIS Services

Dear Mr. Guerra:

Thank you for the opportunity to meet with you to discuss our proposal for professional GIS services. Per our discussion we are proposing an addendum to the original proposal dated 2/25/2019 that will provide for a reduction to the overall cost of services. In summary, the proposed revisions included with this addendum are:

- Removal of the Data conversion to the Local Government Information Model (LGIM)
- Onsite support limit reduced from 40 hrs per month to 32 hours per month
- GIS data backups to be provided by the City's IT staff
- GIS Desktop software installations to be handled by the City's IT staff

We trust that you will find these revisions conducive to City's goals and objectives regarding its enterprise GIS systems and is in the best interest of both parties. If you have any questions please contact me at jhodel@cloudpointgeo.com or 877-377-8124.

Sincerely,

Jonathan J. Hodel, President
Cloudpoint Geographics, Inc.



ADDENDUM #1

Cloudpoint Geographics proposes the following changes to the proposal submitted to the City of Pekin: dated 2/25/2019.

PROJECT APPROACH

The following language is to be removed:

- ~~Onsite technical assistance for end-user training or GIS system support and maintenance to be provided up to one (1) day per week~~

and replaced by:

- Onsite support will be limited to amount designated in the Scope of Services

SYSTEM MAINTENANCE & ADMINISTRATION

The following language is to be removed:

- ~~Establish a GIS data portal to respond to GIS data requests from outside entities~~
- ~~Provisioning for GIS data backups~~
- ~~Setup and migration of data layers to Esri's Local Government Information Model~~

Data Conversion to Esri's local government model will not be included in this proposal.

LOCAL GOVERNMENT INFORMATION MODEL

This section is to be removed from the proposal



DELIVERABLES

The following section should be revised as follows:

Deliverable	Description
GIS services & support	Onsite or remote GIS technical support, training, troubleshooting, and system maintenance. Onsite work will be limited to thirty-two (32) hours per month.
Quarterly update meetings	Quarterly meetings with City Staff to provide a GIS updates and discuss any issues that may arise
Monthly reports	Monthly reports on the status of the GIS system and the listing of services provided
Other	Custom scripts or automation tools used as part of the data updates or incorporated into the final workflow(s)

PRICING

The following section should be revised as follows:

Description	Price
Professional GIS Services (per month with 2-yr agreement)	\$7,450.00
Professional GIS Services (per month with 3-yr agreement)	\$7,100.00



SIGNATURES

In witness thereof, the City of Pekin, IL and Cloudpoint Geographics, Inc. agree to the change in terms as outlined herein on this _____ day of _____, _____ A.D.

Signed

Signed- Cloudpoint Geographics, Inc.

Jonathan J. Hodel, P.E., GISP

Name

Name

President

Title

Title



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Mark Rothert, City Manager

Sponsors:

AGENDA ITEM: Authorization to Proceed with Letter of Intent for Airport Solar Project

ACTION REQUESTED: To adopt Resolution No. 9-19/20.

DESCRIPTION: As the City Council has been made previously aware, a community solar development project has been proposed at the Pekin Municipal Airport covering almost 10 acres of ground with approximately 2,650 solar panels.

The City has already taken steps at its August 27, 2018 meeting to lease 10 acres around the airport to project partner Hawk-Attollo LLC to construct and manage a solar array system that will generate solar power to the electric grid network. The solar project will provide the city with lease revenue and a reduction in energy costs for the city. This reduction in energy costs is related to the City agreeing to become a subscriber of up to 40% of the system output as an anchor subscriber.

Attached is a letter of intent (LOI) regarding the purchase of power and indicating the City's desire to become a 40% subscriber. Hawk-Attollo LLC worked with Melink Solar Development (the seller of the energy in the LOI) on pricing and feels the rates are to the City's benefit.

Successful completion of this solar project, however, is contingent upon funding through the State's incentive program known as Illinois Solar For All (ILSFA). A signed LOI is part of the application process to move the project forward.

If the project is selected by ILSFA for an award, all of the parties would work in good faith to negotiate a full and final Power Purchase Agreement (PPA). However, no Party shall be obligated to execute any PPA unless they are mutually satisfied with the full terms and conditions of such PPA.

Staff recommends approval of the LOI.

FINANCIAL IMPACT: See attached LOI

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Development of a solar project at Pekin's airport will continue to

progress	
IMPACT IF DENIED: Development of a solar project at Pekin's airport will not continue to progress	
ALTERNATIVES: N/A	
RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
X	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
X	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager:	
Mark A. Rothert Mark A. Rothert, City Manager	Mark A. Rothert Mark A. Rothert, City Manager
6/7/2019	6/7/2019
Date:	

**Resolution No. 9-19/20 Authorization to Proceed with Letter of Intent for Airport
Solar Project**

MAYOR

ATTEST:

CITY CLERK

LETTER OF INTENT

The following Letter Of Intent ("LOI") is effective this ____ day of _____, ____ ("Effective Date"), by and between **JCD Solar Consulting, LLC, d/b/a Melink Solar Development**, an Ohio limited liability company ("Seller"), whose place of business and address is 276 N Forest Ave NE, Marietta, GA 30060, **Hawk-Attollo LLC** an Illinois limited liability company ("Co-Developer") whose place of business and address is 801 W Main St, Peoria, IL 61606, and the **City of Pekin** an Illinois municipal corporation ("Buyer"), whose place of business and address is 111 S Capitol St, Pekin, IL 61554 (collectively, "Parties" or individually as "Party"):

RECITALS

A. WHEREAS, Seller is an approved vendor with the Illinois incentive program known as Illinois Solar For All ("ILSFA") and intends to submit a program application to ILSFA for a community solar project to be located on Buyer's property located at 13906 Airport Lane in the City of Pekin and the State of Illinois (the "Project").

B. WHEREAS, Buyer has entered into that certain lease agreement dated August 27, 2018 by and between Buyer and Co-Developer pertaining to the Project.

C. WHEREAS, Co-Developer and Seller have entered into a development services agreement to co-develop the Project.

D. WHEREAS, the Parties acknowledge that the terms of this LOI and the ultimate construction of the Project are contingent upon, among other things, an ILSFA Project incentive award. Accordingly, this LOI shall not be construed as a legally binding agreement upon the Parties and no cause of action shall arise as a result of this LOI; provided, however, the terms and conditions set forth in the "Confidentiality", "Transaction Costs", and "Governing Law" provisions below shall be legally binding on and enforceable against each Party.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, a portion of the energy forecast to be generated by the Project upon the terms outlined herein. If the Project is selected by ILSFA for an incentive award, the Parties will work in good faith to negotiate a full and final Power Purchase Agreement (the "PPA") incorporating the terms and conditions herein. However, neither Party shall be obligated to execute any PPA unless they are mutually satisfied with the full terms and conditions of such PPA.

Estimated Project Size (AC)	1,494 kW
Estimated Project Size (DC)	1,892.2 kW
Subscription Quantity	40% of annual kWh produced by Project (Anchor PPA tenant)
PPA Term	15 Years, with renewal options beyond
Estimated Production (Year 1)	2,647,000 kWh for Total Project; 1,058,800 kWh for Anchor PPA
Estimated Production (15 Yrs)	38,348,000 kWh for Total Project; 15,339,200 kWh for Anchor PPA
PPA Rate (Starting)	\$0.03/kWh
PPA Escalator	1.7% per year
Up-Front Cost to Buyer	None
Maintenance Cost to Buyer	None
Removal Cost to Buyer	None
Production Guarantee	None; Buyer only required to purchase what power is actually delivered up to the subscribed quantity

ASSIGNMENT AND FINANCING

Buyer acknowledges Seller's role as a pre-construction developer providing design, utility review, site-level due diligence and structured finance services for utility-scale solar photovoltaic projects. Buyer also acknowledges Seller's intent, upon completion of development activities, to place the project with an investor partner who will own and operate the Project long-term. Accordingly, Seller shall have the absolute right at any time and from time to time, following written notice to Buyer, to assign or otherwise transfer to any person, all or any portion of its right, title or interest under a) this LOI, b) the resulting PPA, and/or c) the constructed Project, as part of Seller's development or financing of the Project, so long as the applicable assignee also assumes all of Seller's obligations related to the same.

CONFIDENTIALITY

The Buyer hereby agrees that this LOI, along with all other documentation, proposals, information and pricing developed in conjunction with the Project are strictly confidential and may not be disclosed to any outside party, without the express written consent of Seller.

TRANSACTION COSTS

Each Party shall be responsible for their respective legal fees associated with negotiation of the PPA.

COUNTERPARTS

This LOI may be executed in any number of counterparts, each of which shall be deemed an original as against any party who signed such counterpart, and all of which together constitute one and the same instrument.

GOVERNING LAW

This LOI shall be governed by and construed in accordance with the laws of the State of Illinois in the United States. The Parties hereby agree to the venue and jurisdiction being exclusively in the federal courts situated in the State of Illinois, United States.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this LOI to be duly executed, by persons hereunto duly authorized, as of this _____ day of _____, 2019.

JCD SOLAR CONSULTING, LLC
(D/B/A MELINK SOLAR DEVELOPMENT)

By _____

Donna Jones
Partner, Melink Solar Development

Date

CITY OF PEKIN

By _____

Mark A. Luft
Mayor

Date

HAWK-ATOLLO, LLC

By _____

[Name]
[Title]

Date



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: John Dossey, Police Chief

Sponsors:

AGENDA ITEM: Adjudication Update To Off Truck Route

ACTION REQUESTED: Adopt Ordinance No. 2835-19/20 an amendment to address the minimum fine amount for Trucks Off Truck Routes Raising it from \$150 to \$500.

DESCRIPTION: Amend City Code Title 1 Chapter 12 Section 3B(e), updating the minimum fine from \$150 to \$500 as it pertains to trucks off truck routes. This was discussed at Traffic Safety Committee, and this increase was recommended in hopes of deterring trucks from using Parkway and Court St as a through street.

FINANCIAL IMPACT: No impact for the City as it is a code change. Would increase the minimum fine for trucks driving off route, making it more in line with Truck Overweight Violations.

NEIGHBORHOOD CONCERNS: Concerns over semis and other large trucks driving on roadways not designated for truck traffic which causes significant damage to the roadways overtime.

IMPACT IF APPROVED: This would limit the truck traffic in areas where there have been many complaints, in particular Court St, and Parkway. Fines for those that choose to drive off route would be more significant to deter drivers from driving off route.

IMPACT IF DENIED: Fine would remain at \$150

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check ✓ no more than 2 boxes.]

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

	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager:	
 _____ Mark A. Rothert, City Manager 6/5/2019	
Date:	

**Ordinance No. 2835-19/20 Ordinance Title 1, Chapter 12, Section 3 B(e) of the
Administrative Adjudication of Non Vehicular Code Violations of the Code of the
City of Pekin**

<Insert Legislation Here>

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1, CHAPTER 12,

“ADMINISTRATIVE ADJUDICATION OF NON-VEHICULAR CODE VIOLATIONS”.

WHEREAS, the City of Pekin is a home rule government pursuant to the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, pursuant to its home rule power, the City of Pekin may exercise any power and perform any function relating to its government and affairs including the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City Council of the City of Pekin hereby finds that it is in the best interest of the City to amend Title 1, Chapter 12, Administrative Adjudication of Non Vehicular Code Violations of the Code of the City of Pekin; and

NOW, THEREFORE, BE IT ORDAINED, in the exercise of its home rule powers:

Section 1. That Title 1, Chapter 12, Section 3-B (e) pertaining to Offenses Involving Traffic, Title 8, Section 1 Chapter 9 Truck off Truck Route be amended by the deletion of text shown as struck-through, and the addition of underlined text:

e. Including, but not limited to, the violations for which adjudication tickets may be issued and the fines which shall be paid, including court costs as outlined in 1-12-2 to settle the case are as follows: (Ord. No. 2565-08/09 09/08/08)(Ord. No. 2629-10/11 10/12/10) (Ord. No. 2639-11/12 05/23/11)

ORDINANCE NO. VIOLATION FINE (First Offense)

OFFENSES INVOLVING PUBLIC ORDER

6-2-3-1 Disorderly Conduct; Disturbances \$150.00

6-2-3-2 Assault, Battery and Affray \$200.00

6-2-3-3 Reckless Conduct \$200.00

6-2-3-4 Unlawful Assemblies; Mob Actions \$200.00

6-2-3-5 Obstruction; Resisting Officers \$200.00

6-2-3-6 Obstructing Stairways or Exits \$300.00

6-2-3-7 Unlawful Possession of Contraband \$200.00

6-2-3-8 Graffiti \$200.00

WEAPONS

6-2-4-1 Unlawful Use of Weapon \$300.00
 6-2-4-2 Firing and Discharging \$300.00
 6-2-4-3 Sale of Firearms or Weapons to Minors \$300.00
 6-2-4-3 Possession of Firearms or Weapons by Minors \$300.00
 6-2-4-4 Unlawful Display \$200.00

OFFENSES INVOLVING HEALTH, SAFETY AND CHILDREN

6-2-4-5 Confiscation and Disposition of Weapons \$200.00
 6-2-5-1 Nuisances; Creating; Maintaining \$250.00
 6-2-5-2 Fires \$250.00
 6-2-5-3 Possession of Cannabis (under 10 grams) \$400.00
 6-2-5-3a Drug Paraphernalia \$300.00
 6-2-5-3b Possession/Use of Synthetic Alternative Drugs \$250.00
 6-2-5-4 Sniffing or Inhaling of Intoxicants Prohibited \$300.00
 6-2-5-6 Fireworks \$200.00
 6-2-5-7 Loud, Disturbing and Unnecessary Noises \$200.00
 6-2-5-8 Stench Bombs, Nauseous Gases and Substances \$200.00
 6-2-5-9 Throwing Missiles or Bottles \$200.00
 6-3-6 Animals, Noise, Odor, Nuisance \$ 75.00
 6-3-12 Failure to Inoculate an Animal \$150.00
 6-3-15a Animals at Large Prohibited \$ 75.00
 6-8G-4 False Alarms \$ 75.00

MINORS

6-2-6-1 Curfew \$50.00
 6-2-6-2 Truancy Prohibited \$100.00
 6-2-6-3 Sale and Delivery of Tobacco Products To Minors \$150.00
 6-2-6-3d Possession of Tobacco by Minor \$50.00
 8-3-12 Skateboarding \$50.00

OFFENSES INVOLVING PROPERTY

6-2-7-2 Trespass to Land and Buildings \$150.00
 6-2-7-3 Malicious Mischief for Destruction \$150.00
 6-2-7-4 Coin-Operated Devices; Slugs, Tampering \$150.00
 6-2-7-5 Trespass to Vehicles \$200.00
 6-2-7-6 Retail Theft of Property, the Full Retail Value of which Does Not Exceed \$150.00
 6-2-7-11 Presence on Riverfront Area or West Boat Ramp \$75.00
 6-2-13 Crime Free Property/Nuisance Property Abatement \$250.00

OFFENSES INVOLVING MORALITY

6-2-8-1 Prostitution \$200.00
 6-2-8-2 Public Indecency; Acts or Language Prohibited \$200.00
 6-2-8-3 Obscenity \$200.00
 6-2-8-4: Exhibition of Videos Containing Harmful \$200.00

Material to Minors
6-2-8-5 Gambling \$200.00

OFFENSES INVOLVING ALCOHOLIC LIQUOR

6-2-9-1 Sales to Nonage and Certain Persons \$300.00
6-2-9-2 Proof of Identity and Age; Identification Cards \$250.00
6-2-9-3 Purchase, Acceptance of Gifts by Nonage Person \$250.00
6-2-9-3 Possession or Consumption by Nonage Person \$250.00
6-2-9-4 Possession or Consumption in Public Places \$250.00
6-2-9-5 Presence of Alcoholic Liquor in Vehicles \$250.00
6-2-9-6 Social Host Responsibility \$250.00 Plus Response Costs Amount

MISCELLANEOUS OFFENSES

6-2-10-1 Civil Rights \$250.00
6-2-10-2 Bribery; Offering or Accepting \$250.00
6-2-10-3 Solicitation to Commit Offense \$250.00
6-2-10-4 Conspiracy \$200.00
6-2-10-5 Unregistered Public Solicitation of Funds \$200.00
6-2-10-6 Unregistered Telephone Solicitation or Promotion \$200.00
6-2-10-7 Intimidation \$250.00
6-2-10-8 Litter \$150.00
6-2-10-9 Mendicants; Vagrants \$100.00

OFFENSES INVOLVING TRAFFIC

8-1-9: Truck off Truck Route ~~\$150.00~~ **\$500.00**

Section 2. This Ordinance is an addition to all other ordinances on this 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 3. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is hereby ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.).

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND OPEN SESSION, THIS ____ DAY
OF _____, 2019, AND UPON ROLL CALL VOTE AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of _____, 2019

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Josie Esker, Assistant City Engineer

Sponsors:

AGENDA ITEM: Award 2019 Sidewalk Improvement Project

ACTION REQUESTED: To award the 2019 Sidewalk Improvement Project contract in the amount of \$92,553.72 to Otto Baum Company Inc.

DESCRIPTION: This request is to award the contract for the 2019 Sidewalk Improvement Project to Otto Baum Company Inc. in the amount of \$92,553.72. This project is to perform repairs on deteriorated sidewalks and curbs in various locations around the City. Many of the locations involved in this project are being 50% funded by the owners of each property as part of the City's annual 50/50 program. The remaining locations of repair work were chosen based on reported accessibility complaints of handicapped individuals.

Overall the City received four bids, with Otto Baum Company Inc. being the lowest bidder at \$92,553.72. The bid was approximately 6% under the Engineer's estimate of \$99,214.00. After reviewing the bids, staff recommends that the contract be awarded to Otto Baum Company Inc.

FINANCIAL IMPACT:

Revenue

445-041-451800 50/50 Sidewalk Project

Budget: \$10,000.00

Proposed: \$43,208.47 from resident's share

Expenses

445-041-534900 Sidewalk Renovation

Budget: \$60,000.00

Proposed: \$92,553.72

The proposed project will exceed the budgeted amount for the revenue and expenses as presented. However, the budget planned for a net expense of \$50,000 for this fiscal year. The difference between proposed revenue and expenses for this project is \$49,345.25 which is still within the proposed net budget differential.

NEIGHBORHOOD CONCERNS: There will be construction noise and temporary closures of sidewalks during the construction. This project will also increase the quality of sidewalks and ramps in several locations in town.

IMPACT IF APPROVED: The contract will be awarded to Otto Baum Company Inc. and the construction will be completed this summer.

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

ALTERNATIVES: Reject all bids and rebid.

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/6/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/6/2019

Date:



Contract Bond

Route Various
County Tazewell
Local Agency City of Pekin
Section _____

We, _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of _____

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Attachment: Contract Bond - 2019 Sidewalk Improvement Project (1768 : Award 2019 Sidewalk Improvement Project)

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name) By: _____ (Signature & Title) Attest: _____ (Signature & Title)	_____ (Company Name) By: _____ (Signature & Title) Attest: _____ (Signature & Title)
---	---

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

STATE OF ILLINOIS,

COUNTY OF _____

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

 (Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____
 _____ Notary Public (SEAL)

SURETY

_____ (Name of Surety)	By: _____ (Signature of Attorney-in-Fact)
---------------------------	--

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

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

 (Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____
 _____ Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

_____ _____ Clerk	_____ (Awarding Authority) _____ (Chairman/Mayor/President)
----------------------	--

2019 Sidewalk Improvement Project

COMPANY:			ESTIMATE		C&G Concrete		Otto Baum Co.		ICCI		Kemper	
ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
REMOVE & REPLACE CC&G	721.0	LF	\$70.00	\$50,470.00	\$38.00	\$27,398.00	\$65.88	\$47,499.48	\$73.00	\$52,633.00	\$70.00	\$50,470.00
SIDEWALK REMOVAL	1,850.0	SF	\$2.00	\$3,700.00	\$5.00	\$9,250.00	\$2.31	\$4,273.50	\$3.00	\$5,550.00	\$2.50	\$4,625.00
ASPHALT PAVEMENT REMOVAL	1,028.0	SY	\$18.00	\$18,504.00	\$12.00	\$12,336.00	\$5.60	\$5,756.80	\$12.00	\$12,336.00	\$45.00	\$46,260.00
PCC SIDEWALK 4"	1,985.0	SF	\$8.00	\$15,880.00	\$20.00	\$39,700.00	\$10.40	\$20,644.00	\$11.00	\$21,835.00	\$11.00	\$21,835.00
DETECTABLE WARNINGS	62.0	SF	\$30.00	\$1,860.00	\$25.00	\$1,550.00	\$25.00	\$1,550.00	\$30.00	\$1,860.00	\$40.00	\$2,480.00
AGG. BASE COURSE	192.0	TON	\$25.00	\$4,800.00	\$30.00	\$5,760.00	\$50.54	\$9,703.68	\$48.00	\$9,216.00	\$45.00	\$8,640.00
TRAFFIC CONTROL	1.0	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,081.25	\$2,081.25	\$2,300.00	\$2,300.00	\$6,000.00	\$6,000.00
MOBILIZATION	1.0	LS	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,045.01	\$1,045.01	\$6,700.00	\$6,700.00	\$6,500.00	\$6,500.00
			TOTAL:	\$99,214.00	TOTAL:	\$99,494.00	TOTAL:	\$92,553.72	TOTAL:	\$112,430.00	TOTAL:	\$146,810.00
					AS READ:	\$99,494.00	AS READ:	\$92,553.72	AS READ:	\$112,430.00	AS READ:	

Attachment: BID TAB (1768 : Award 2019 Sidewalk Improvement Project)

Local Public Agency
Formal Contract

PROPOSAL SUBMITTED BY		
Otto Baum Company Inc.		
Contractor's Name		
866 N Main St.		
Street	P.O.	
Morton	IL	61
City	State	Zip

COUNTY Tazewell STATE OF ILLINOIS
City of Pekin
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE 2019 Sidewalk Improvements
SECTION NO. _____
TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)☒ PLANS (required)☒ CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed

☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route Sidewalks

1. THIS AGREEMENT, made and concluded the _____ day of June 2019
 Month and Year
 between the City of Pekin
 acting by and through its Council known as the party of the first part,
 _____ his/their executors, administrators, successors or assign
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to the presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for 2019 Sidewalk Improvements, in Pekin, IL, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The _____ of _____

Clerk

By _____

Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President

Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of _____

Party of the Second Part

(If an individual)

Party of the Second Part

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Clerk,
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 10:00 AM on June 5, 2019
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
City Hall, 111 S. Capitol St; Pekin, IL 61554 at 10:00 AM on June 5, 2019
 Address Time Date

DESCRIPTION OF WORK

Name 2019 Sidewalk Improvements Length: _____ feet (_____ miles)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement, installation of ADA ramps to PROWAG Standards

1. Plans and proposal forms will be available in the office of Josie Esker, Asst. City Engineer of Pekin IL
111 S. Capitol St; Pekin, IL 61554 jaesker@ci.pekin.il.us
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route Sidewalks1. Proposal of 2019 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement,
Installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improve

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 1, 2019
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying the
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:

City of Pekin

The amount of the check is _____ (_____)

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check~~
~~is placed in another proposal, it will be found in the proposal for: Section Number _____~~
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full
 amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

www.ottobaum.co

309-266-7114 ■ Fax 309-263-10

866 N. Main St. ■ Morton, IL 615

Contact: Austin Wissel, 309-266-7114

Job Name: 2019 Sidewalk Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove & Replace CC&G	721.00	FOOT	65.88	47,499
2	Sidewalk Removal	1,850.00	SQFT	2.31	4,273
3	Asphalt Pavement Removal	1,028.00	SQYD	5.60	5,756
4	PCC Sidewalk 4"	1,985.00	SQFT	10.40	20,644
5	Detectable Warnings	62.00	SQFT	25.00	1,550
6	Aggregate Base Course	192.00	TON	50.54	9,703
7	Traffic Control	1.00	LSUM	2,081.25	2,081
8	Mobilization	1.00	LSUM	1,045.01	1,045
GRAND TOTAL					\$92,553

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)

RETURN WITH BID



SCHEDULE OF PRICE

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Remove & Replace CC&G	FOOT	721		
2	Sidewalk Removal	SQ. FT.	1850		
3	Asphalt Pavement Removal	SQ. YD.	1028		
4	PCC Sidewalk, 4"	SQ. FT.	1985		
5	Detectable Warnings	SQ. FT.	62		
6	Aggregate Base Course	TON	192		
7	Traffic Control	L. SUM	1		
8	Mobilization	L. SUM	1		

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

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

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder Not applicable

Business Address _____

(If a partnership)

Firm Name Not applicable

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Otto Baum Co., Inc.

Signed By _____

President

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

Insert Names of Officers

President Terry BaumSecretary Jedd RockeTreasurer Scott Wallace

Attest:

Secretary

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)

RETURN WITH BID

Route	<u>2019 Sidewalk Improven</u>
County	<u>Tazewell</u>
Local Agency	<u>City of Pekin</u>
Section	

WE Otto Baum Company, Inc.

PAPER BID BOND

and Travelers Casualty & Surety Company of America

as PRINC

as SURET

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 5th day of June, 2016.

Otto Baum Company, Inc.
(Company Name)

Otto Baum Company, Inc.
(Company Name)

By:

By:

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

Travelers Casualty and Surety Company of America
(Name of Surety)

Surety

By:

(Signature of Attorney-in-Fact) Robert E Marvin

STATE OF ILLINOIS.

COUNTY OF See attached

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

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

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

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

My commission expires

(Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**
The Principal may submit an electronic bid bond in lieu of a cash bid bond.

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

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

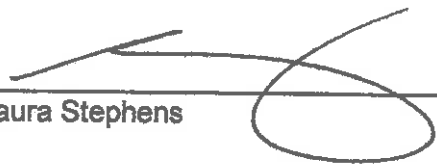
Date _____

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)

STATE OF TEXAS

COUNTY OF COLLIN

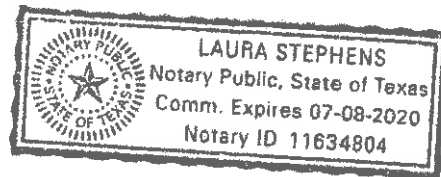
On this 5th day of June, 2019, before me personally appeared Robert E Marvin with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.



 Laura Stephens

NOTARY STAMP

My commission expires:



TRAVELERS

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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 5th day of June, 2019




 Kevin E. Hughes, Assistant Secretary

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



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids for removal and installation of PCC sidewalk, PCC Curb, ADA ramps, and related items at various locations around Pekin, IL. The work will consist of installing ADA ramps to PROWAG standards, which may include but is not limited to the removal and replacement of existing PCC sidewalk, installation of detectable warning pads, aggregate base, grading, and curb removal and replacement. The work will also consist of removal of an existing asphalt parking area.

All questions may be directed to Mike Guerra at (309) 478-5348 or Josie Esker at (309) 478-5399.

SCOPE OF WORK

All work will be done in accordance with the Illinois Department of Transportation Standard Specification for Road and Bridge Construction, 2016 and the Proposed Pedestrian Right of Way Accessibility Guidelines. In addition to the following:

Remove & Replace Combination Concrete Curb and Gutter (FOOT) – This work shall consist of removing existing curb and pouring curb at various locations on the job limits. Curbs shall be constructed in accordance with IDOT Standard Specifications for Road and Bridge Construction Section 606. Two #5 dowels shall be drilled and epoxy grouted into the existing curb at each location. Curb shall either be type B.6-12 or M.2-12, depending on the location. See attached IDOT Standards.

Sidewalk Removal (SF) – This work shall consist of removing damaged sections of existing concrete sidewalk. Any damage done to adjacent retaining walls, landscaping, or sidewalk shall be repaired at the contractor's expense.

Asphalt Pavement Removal (SF) – This work shall consist of removing an existing asphalt parking area and grading the area to elevations that will allow the placement of 3 inches of Aggregate Base Course.

PCC Sidewalk/Ramp 4" (SF) – This work will include placing PCC sidewalk at various locations throughout job limits in accordance with IDOT Standard Specifications for Road and Bridge Construction Section 424, with the exception that magnesium alloy floats will be allowed for final finish. The new sidewalk will be constructed with 4" of concrete thickness. Topsoil, seeding, and nutrients for all disturbed areas shall be included in the cost of PCC Sidewalk 4". Side curb along ADA ramps shall be paid for as PCC Sidewalk 4". Side curbs shall be saw cut at sidewalk control joints prior to cracking. Cost shall be included in PCC Sidewalk 4".

Detectable Warnings (SF) – This work will include installing detectable warnings in locations specified in the bid. Detectable warnings will be placed in accordance with IDOT Standard Specifications for Road and Bridge Construction Section 424.09.

Aggregate Base Course (TONS) – This work will include the preparation of the subbase for the sidewalk or pavement. The subgrade preparation shall consist of removing all frost within the limits of the proposed sidewalk and then tamping or rolling the subgrade until thoroughly compacted to the satisfaction of the engineer. Then 4 inches of base course aggregate material, consisting of CA-06 or CA-07 shall be placed and shall be rolled or tamped until thoroughly compacted to the satisfaction of the engineer. Recycled aggregate will be allowed. Base material shall be moistened

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

Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)

immediately prior to the placement of the concrete. All related earthwork shall be included in the cost of Aggregate Base Course 4". If, at the time the aggregate is weighed, it contains more than six percent of absorbed and free moisture by weight, a deduction for the amount of moisture in excess of this amount will be made in determining the pay quantity.

Traffic Control (Lump Sum) – This work shall consist of the furnishing, installation, maintenance, relocation, and removal of the equipment, supplies, and the necessary materials to provide traffic control to the project, including the signage for the sidewalk closures. The contractor shall follow the IDOT Standard Specifications for the Road and Bridge Construction Section 701 for traffic control including standards 701502-07, 701801-06, and 701901-06.

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

The selected contractor shall supply the following to the municipality within one week of being selected.

- Certificate of insurance
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start and completion dates

PREVAILING WAGE:

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

SIDEWALK CONSTRUCTION:

The construction methods to construct the sidewalk shall conform to Section 423 and 424 of the Standard Specifications for Road and Bridge Construction. The minimum cross slope shall be 1% but shall not exceed 2%. Any sections of sidewalk exceeding 2% cross slope will be removed and replaced at the contractors cost.

CONCRETE MATERIALS:

The concrete will meet the standards of the Section 1020 of the Standard Specifications for Road and Bridge Construction, except that the course aggregate shall consist of crushed limestone. Class SI concrete shall be specified for sidewalks. All cost associated with protection of concrete due to weather temperatures shall be included in the contract.

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

CURB RAMPS:

Curb cuts and accessible ramps shall conform to the current draft of the Public Right of Ways Accessibility Guidelines. IDOT standards 424021, 424001-07, 424001-07, 424006-01, 4240011-01, 424016-01 shall apply. The Contractor shall confirm the ramp with the Engineer prior to the placement of concrete.

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project. All work shall be completed by August 1st 2019 unless extension granted by the City Engineer due to weather restrictions. Liquidated Damages of \$475 per calendar day will be assessed for work not finished by the completion date.

TRAFFIC CONTROL PLAN:

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the traffic control and no additional payment shall be allowed.

RIGHTS OF THE MUNICIPALITY:

The Municipality reserves the right to increase or decrease quantities at the unit price bid and/or delete any item completely.

PAVEMENT PATCHING:

Any pavement that is damaged or intentionally removed during the removal of the curb will be repaired with original materials or there equivalent as required by the City Code. This work and all materials required to perform this work will be included in the price of the contract.

MAILBOXES AND SIGNS:

Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

SEEDING/EROSION CONTROL:

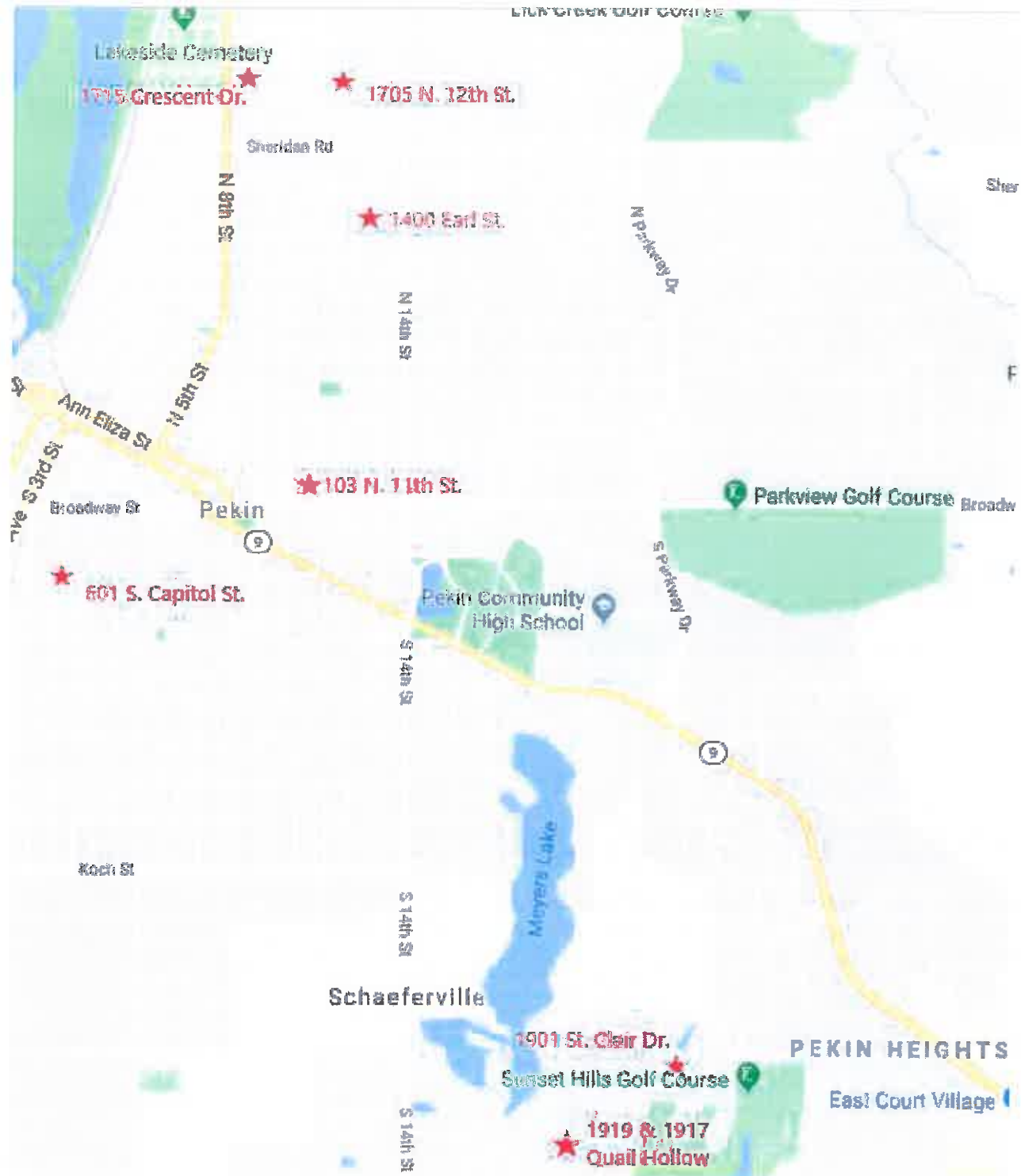
Any seeding and erosion control required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract.

PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct their work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

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

Project Location Map



Attachment: 2019 Sidewalk improvement contract (1768 : Award 2019 Sidewalk Improvement Project)



NOTE: SOME TREE ROOT TRIMMING MAY BE NEEDED AT THIS LOCATION. WORK SHALL BE INCLUDED IN COST OF CONCRETE SIDEWALK.

601 S. Capitol St. Quantities		
Item of Work	Quantity	Unit
Sidewalk/Approach Removal	100	SF
Agg. Base Course 4"	2	TON
PCC Sidewalk/Ramp 4"	100	SF

	
Project Name and Address 2019 SIDEWALK IMPROVEMENT PROGRAM	
Project 2019 SIDEWALK IMPROVEMENTS	Sheet 1
Date APRIL 25, 2019	1 of 7



1705 N. 12th St. Quantities		
Item of Work	Quantity	Unit
PCC Curb Remove & Replace	25	LF
Sidewalk/Approach Removal	313	SF
Agg. Base Course 4"	7	TON
PCC Sidewalk/Ramp 4"	347	SF
Detectable Warnings	20	SF

- L SIDEWALK LANDING OR TURNING SPACE
LESS THAN 1:50 SLOPE IN ANY DIRECTION
- T SIDEWALK TRANSITION PIECE TO MATCH
EXISTING CROSS SLOPE.



Project Name and Address

2019 SIDEWALK
IMPROVEMENT
PROGRAM

Project
2019 SIDEWALK
IMPROVEMENTS

Date
APRIL 25, 2019

Sheet

2

2 of 7



1715 Crescent Dr. Quantities		
Item of Work	Quantity	Unit
PCC Curb Remove & Replace	25	LF
Sidewalk/Approach Removal	840	SF
Agg. Base Course 4"	20	TON
PCC Sidewalk/Ramp 4"	926	SF
Detectable Warnings	22	SF

- L SIDEWALK LANDING OR TURNING SPACE
LESS THAN 1:50 SLOPE IN ANY DIRECTION
- T SIDEWALK TRANSITION PIECE TO MATCH
EXISTING CROSS SLOPE.

 Pekin ILLINOIS	
Project Name and Address 2019 SIDEWALK IMPROVEMENT PROGRAM	
Project 2019 SIDEWALK IMPROVEMENTS Date APRIL 25, 2019	Sheet 3 of 7



1901 St. Clair Dr. Quantities		
Item of Work	Quantity	Unit
PCC Curb Remove & Replace	10	LF
Sidewalk/Approach Removal	14	SF
PCC Sidewalk/Ramp 4"	14	SF

	
2019 SIDEWALK IMPROVEMENT PROGRAM	
Project 2019 SIDEWALK IMPROVEMENTS	Sheet 4
Date APRIL 25, 2019	4 of 7



1917 & 1919 Quail Hollow Rd. Quantities

Item of Work	Quantity	Unit
Sidewalk/Approach Removal	290	SF
Agg. Base Course 4"	6	TON
PCC Sidewalk/Ramp 4"	290	SF



Project Name and Address

2019 SIDEWALK
IMPROVEMENT
PROGRAM

Project
2019 SIDEWALK
IMPROVEMENTS

Date
APRIL 25, 2019

Sheet

5

5 of 7



103 N. 11th St. Quantities		
Item of Work	Quantity	Unit
PCC Curb Remove & Replace	20	LF
Sidewalk/Approach Removal	293	SF
Agg. Base Course 4"	7	TON
PCC Sidewalk/Ramp 4"	308	SF
Detectable Warnings	20	SF

- L SIDEWALK LANDING OR TURNING SPACE
LESS THAN 1:50 SLOPE IN ANY DIRECTION
- T SIDEWALK TRANSITION PIECE TO MATCH
EXISTING CROSS SLOPE.

	
2019 SIDEWALK IMPROVEMENT PROGRAM	
Project 2019 SIDEWALK IMPROVEMENTS	Sheet 6 6 of 7
Date APRIL 25, 2019	



NOTE: CONTRACTOR SHALL PATCH ASPHALT ROAD IN FRONT OF CURB, BUT SHALL NOT BE RESPONSIBLE FOR RESTORATION OF ASPHALT PARKING AREA BEHIND CURB.

1400 Earl St. Quantities		
Item of Work	Quantity	Unit
PCC Curb Remove & Replace	641	LF
Asphalt Pavement Removal	1028	SY
Agg. Base Course 4"	150	TON

	
Project Name and Address	
2019 SIDEWALK IMPROVEMENT PROGRAM	
Project	Sheet
2019 SIDEWALK IMPROVEMENTS	7
Date	7 of 7
APRIL 25, 2019	

Packet Pg. 260

Packet Pg. 261

Packet Pg. 262

LIGHTING (contd.)		PAVEMENT MARKINGS	
EX	PR	EX	PR
PAVEMENT (MISC.)			

STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS

(Sheet 4 of 9)

STANDARD 000001-07

Illinois Department of Transportation

PASSED JANUARY 1, 2019
ENGINEER OF POLICY AND PROCEDURES
APPROVED JANUARY 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

PAVEMENT MARKINGS (contd.)		EX	PR	RAILROAD ITEMS	EX	PR
CL 2Ln 2Way RRPM 12.2 m (40') o.c.				Abandoned Railroad		
CL 2Ln 2Way RRPM 80' (24.4 m) o.c.				Railroad		
CL Multilane Div. RRPM 40' (12.2 m) o.c.				Railroad Point		
CL Multilane Div. RRPM 80' (24.4 m) o.c.				Control Box		
CL Multilane Div. Dbl. RRPM 80' (24.4 m) o.c.				Crossing Gate		
CL Multilane Undiv.				Flashing Signal		
Two Way Turn Left Line				Railroad Cant. West Arm		
Urban Combination Left				Crossbuck		
Urban Combination Right				REMOVAL ITEMS		
Urban Left Turn Arrow				Removal Tlc		PR
Urban Right Turn Arrow				Bituminous Removal		
Urban Left Turn Only				Hatch Pattern		
Urban Right Turn Only				Tree Removal Single		
Urban Thru Only				RIGHT OF WAY ITEMS		
				Future ROW Corner Monument		PR
				ROW Marker		
				ROW Line		
				Easement		
				Temporary Easement		

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 5 of 9)

STANDARD 000001-07

Illinois Department of Transportation	
PASSED: <u>January 1, 2019</u> ENGINEER OF POLICY AND PROCEDURES APPROVED: <u>January 1, 2019</u> ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED: <u>1-1-97</u>

EX

Our Second Investigation



STANDARD 000001-07

<u>RIGHT OF WAY ITEMS</u> (contd.)		<u>EX</u>	<u>PR</u>
Access Control Line		—	— AC —
Access Control Line & ROW		— AC —	— AC —
Access Control Line & ROW With Fence		— AC —	— AC —
Excess ROW Line		— XS —	
<u>ROADWAY PLAN ITEMS</u>		<u>EX</u>	<u>PR</u>
Cable Barrier		—	—
Concrete Barrier		—	—
Edge of Pavement		—	—
BIT Shoulders, Medians and C&G Line		—	—
Aggregate Shoulder		—	—
Sidewalks, Driveways		—	—
Guardrail		—	—
Guardrail Post		—	—
Traffic Sign		—	—
Corrugated Median		—	—
Impact Attenuator		—	—
North Arrow with District Office (Half Size)		—	—
Match Line		—	— STA. 45+00
Slope Limit Line		—	—
Typical Cross-Section Line		—	—
 PASSED <u>1/1/2019</u> 2019 ENGINEER OF POLICY AND PROCEDURES APPROVED <u>1/1/2019</u> 2019 ENGINEER OF DESIGN AND ENVIRONMENT			
<u>ROADWAY PROFILES</u>		<u>EX</u>	<u>PR</u>
P.I. Indicator		•	•
Point Indicator		•	•
Earthworks Balance Point		•	•
Begin Point		•	•
Vert. Curve Data		$VPI = \frac{ELEV_1 + ELEV_2}{2}$	$VPI = \frac{ELEV_1 + ELEV_2}{2}$
Ditch Profile Left Side		—	—
Ditch Profile Right Side		—	—
Roadway Profile Line		—	—
Storm Sewer Profile Left Side		—	—
Storm Sewer Profile Right Side		—	—
<u>SIGNING ITEMS</u>		<u>EX</u>	<u>PR</u>
Conc. Drum or Barricade		—	—
Barricade Type II		—	—
Barricade Type III		—	—
Barricade With Edge Line		—	—
Flashing Light Sign		—	—
Panels I		—	—
Panels II		—	—
Direction of Traffic		—	—
Sign Flag (Half Size)		—	—
<u>SIGNING ITEMS</u> (contd.)		<u>EX</u>	<u>PR</u>
Reverse Left W1-4L (Half Size)		—	—
Reverse Right W1-4R (Half Size)		—	—
Two Way Traffic Sign W6-3 (Half Size)		—	—
Detour Ahead W20-2(O) (Half Size)		—	—
Left Lane Closed Ahead W20-5L(O) (Half Size)		—	—
Right Lane Closed Ahead W20-5R(O) (Half Size)		—	—
Road Closed Ahead W20-3(O) (Half Size)		—	—
Road Construction Ahead W20-1(O) (Half Size)		—	—
Single Lane Ahead (Half Size)		—	—
Transition Left W4-2L (Half Size)		—	—
Transition Right W4-2R (Half Size)		—	—
<u>STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS</u> (Sheet 7 of 9)			

SIGNING ITEMS (contd.)	EX	PR	STRUCTURES ITEMS	EX	PR	TRAFFIC SHEET ITEMS	EX	PR
One Way Arrow LRD, W1-6-(O) (Half Size)			Box Culvert Barrel			Cable Number		
Two Way Arrow Large W1-7-4O (Half Size)			Box Culvert Headwall			Left Turn Green		
Detour M4-10L-(O) (Half Size)			Bridge Pier			Left Turn Yellow		
Detour M4-10R-(O) (Half Size)			Bridge			Signal Backplate		
One Way Left R6-1L (Half Size)			Retaining Wall			Signal Section 8" (200 mm)		
One Way Right R6-1R (Half Size)			Temporary Sheet Piling			Signal Section 12" (300 mm)		
Left Turn Lane R3-100L (Half Size)						Walk/Don't Walk Letters		
Keep Left R4-7AL (Half Size)						Walk/Don't Walk Symbols		
Keep Left R4-7BL (Half Size)								
Keep Right R4-7AR (Half Size)								
Keep Right R4-7BR (Half Size)								
Stop Here On Red R10-6-AL (Half Size)								
Stop Here On Red R10-6-AR (Half Size)								
No Left Turn R3-2 (Half Size)								
No Right Turn R3-1 (Half Size)								
Road Closed R11-2 (Half Size)								
Road Closed Thru Traffic R11-2 (Half Size)								

Illinois Department of Transportation PASSED January 1, 2019 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2019 ENGINEER OF DESIGN AND ENVIRONMENT		ISSUED 1-1-97
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STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS

(Sheet B of 9)

STANDARD 000001-07

TRAFFIC SIGNAL ITEMS (contd.)		EX	PR	UNDERGROUND UTILITY ITEMS		EX	PR	ABANDONED	UTILITY ITEMS (contd.)		EX	PR
Detector Raceway				Cable TV					Traffic Signal			
Aluminum Mast Arm				Electric Cable					Traffic Signal Control Box			
Steel Mast Arm				Fiber Optic					Water Meter			
Veh. Detector Magnetic				Gas Pipe					Water Meter Valve Box			
Conduit Splice				Oil Pipe					Profile Line			
Controller				Sanitary Sewer					Aerial Power Line			
Gulfbay Junction				Telephone Cable								
Wood Pole				Water Pipe								
Temp. Signal Head									VEGETATION ITEMS		EX	PR
Handhole				Controller					Deciduous Tree			
Double Handhole				Double Handhole					Bush or Shrub			
Heavy Duty Handhole				Fire Hydrant					Evergreen Tree			
Junction Box				GuyWire or Deadman Anchor					Stump			
Ped. Pushbutton Detector				Handhole					Orchard/Nursery Line			
Ped. Signal Head				Heavy Duty Handhole					Vegetation Line			
Power Pole Service				Junction Box					Woods & Bush Line			
Priority Veh. Detector				Light Pole								
Signal Head				Manhole					Stream or Drainage Ditch			
Signal Head w/Backplate				Monitoring Well (Gasoline)					Waters Edge			
Signal Post				Pipeline Warning Sign					Water Surface Indicator			
Closed Circuit TV				Power Pole					Water Point			
Video Detector System				Power Pole with Light					Disappearing Ditch			
				Sanitary Sewer Cleanout					Marsh			
				Splice Box Above Ground					Marsh/Swamp Boundary			
				Telephone Splice Box Above Ground								
				Telephone Pole								

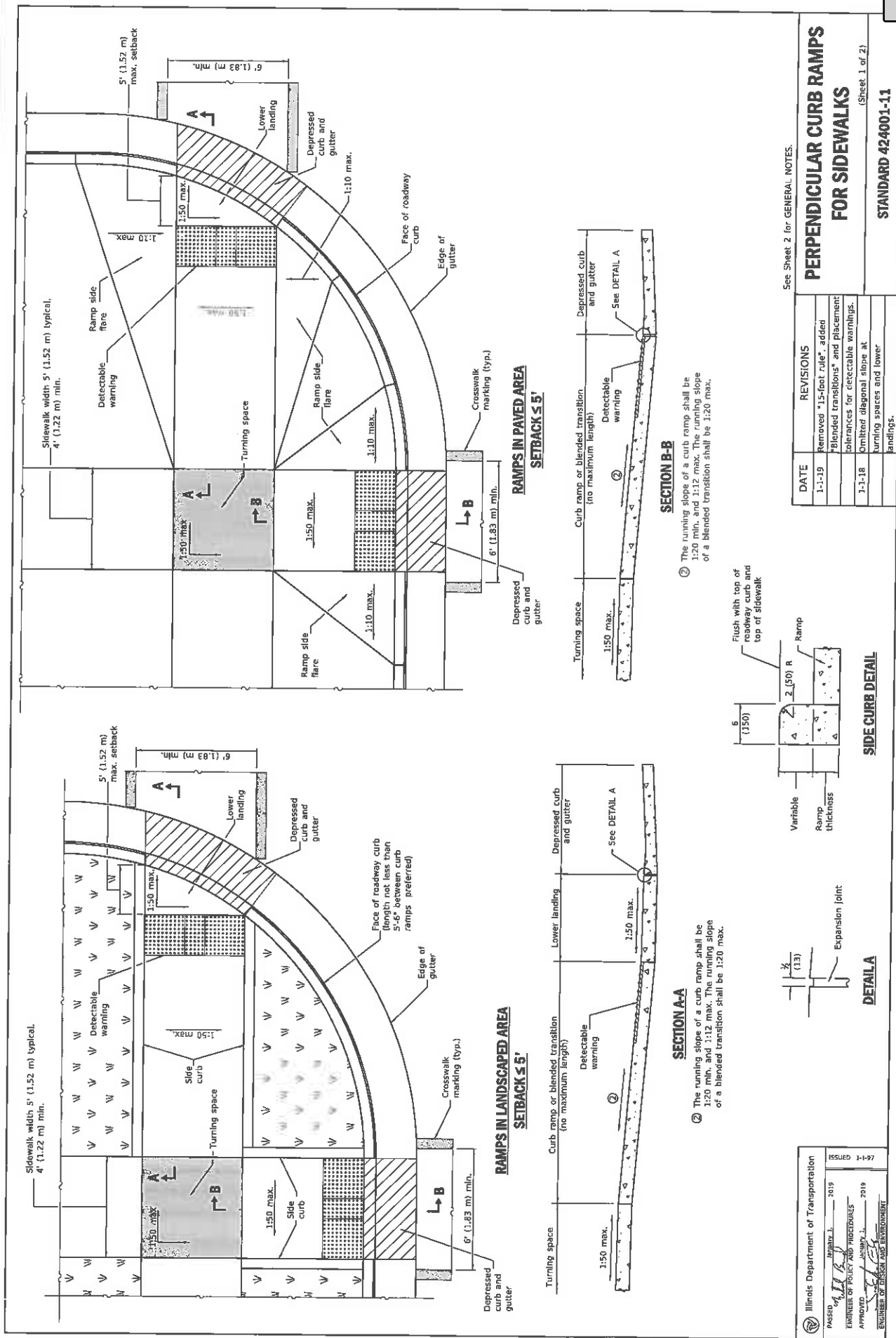
STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS

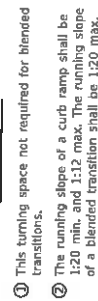
(Sheet 9 of 9)

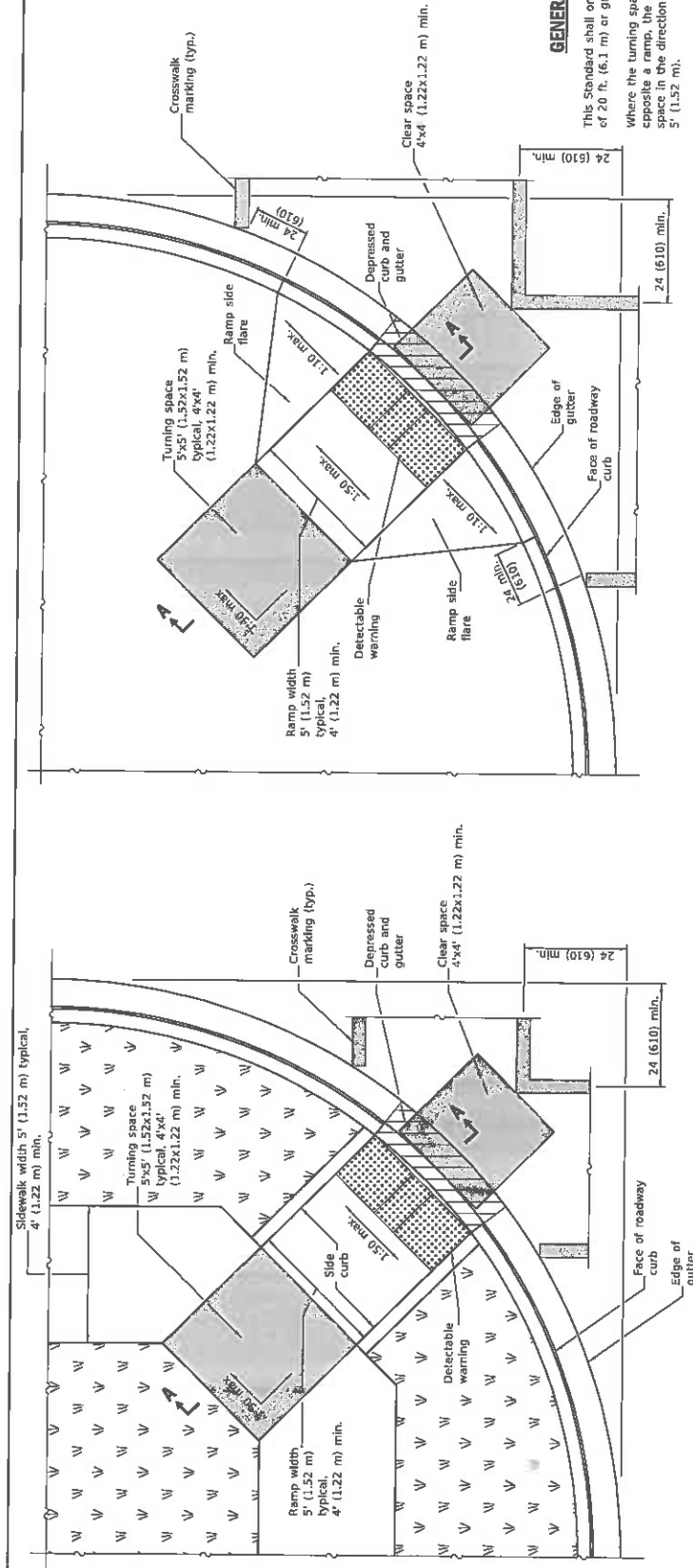
STANDARD 000001-07

DECIMAL OF AN INCH AND OF A FOOT

A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B
0.0052	$\frac{1}{16}$	0.0104	$\frac{2}{16}$	0.0156	$\frac{3}{16}$	0.0208	$\frac{4}{16}$	0.0260	$\frac{5}{16}$	0.0312	$\frac{6}{16}$	0.0365	$\frac{7}{16}$	0.0417	$\frac{8}{16}$	0.0469	$\frac{9}{16}$	0.0521	$\frac{10}{16}$	0.0573	$\frac{11}{16}$
0.0525	$\frac{1}{8}$	0.0577	$\frac{1}{4}$	0.0629	$\frac{3}{8}$	0.0681	$\frac{1}{2}$	0.0733	$\frac{5}{8}$	0.0785	$\frac{3}{4}$	0.0837	$\frac{7}{8}$	0.0889	1	0.0941	$\frac{1}{2}$	0.0993	$\frac{1}{4}$	0.1045	$\frac{1}{8}$
0.1047	$\frac{1}{4}$	0.1099	$\frac{1}{2}$	0.1151	$\frac{3}{4}$	0.1203	1	0.1255	$\frac{1}{4}$	0.1307	$\frac{1}{2}$	0.1359	$\frac{3}{4}$	0.1411	1	0.1463	$\frac{1}{4}$	0.1515	$\frac{1}{2}$	0.1567	$\frac{3}{4}$
0.1569	$\frac{1}{2}$	0.1621	$\frac{3}{4}$	0.1673	1	0.1725	$\frac{1}{4}$	0.1777	$\frac{1}{2}$	0.1829	$\frac{3}{4}$	0.1881	1	0.1933	$\frac{1}{4}$	0.1985	$\frac{1}{2}$	0.2037	$\frac{3}{4}$	0.2089	1
0.2091	$\frac{1}{4}$	0.2143	$\frac{1}{2}$	0.2195	$\frac{3}{4}$	0.2247	1	0.2299	$\frac{1}{4}$	0.2351	$\frac{1}{2}$	0.2403	$\frac{3}{4}$	0.2455	1	0.2507	$\frac{1}{4}$	0.2559	$\frac{1}{2}$	0.2611	$\frac{3}{4}$
0.2613	$\frac{1}{2}$	0.2665	$\frac{3}{4}$	0.2717	1	0.2769	$\frac{1}{4}$	0.2821	$\frac{1}{2}$	0.2873	$\frac{3}{4}$	0.2925	1	0.2977	$\frac{1}{4}$	0.3029	$\frac{1}{2}$	0.3081	$\frac{3}{4}$	0.3133	1
0.3135	$\frac{1}{4}$	0.3187	$\frac{1}{2}$	0.3239	$\frac{3}{4}$	0.3291	1	0.3343	$\frac{1}{4}$	0.3395	$\frac{1}{2}$	0.3447	$\frac{3}{4}$	0.3499	1	0.3551	$\frac{1}{4}$	0.3603	$\frac{1}{2}$	0.3655	$\frac{3}{4}$
0.3657	$\frac{1}{2}$	0.3709	$\frac{3}{4}$	0.3761	1	0.3813	$\frac{1}{4}$	0.3865	$\frac{1}{2}$	0.3917	$\frac{3}{4}$	0.3969	1	0.4021	$\frac{1}{4}$	0.4073	$\frac{1}{2}$	0.4125	$\frac{3}{4}$	0.4177	1
0.4179	$\frac{1}{4}$	0.4231	$\frac{1}{2}$	0.4283	$\frac{3}{4}$	0.4335	1	0.4387	$\frac{1}{4}$	0.4439	$\frac{1}{2}$	0.4491	$\frac{3}{4}$	0.4543	1	0.4595	$\frac{1}{4}$	0.4647	$\frac{1}{2}$	0.4699	$\frac{3}{4}$
0.4701	$\frac{1}{2}$	0.4753	$\frac{3}{4}$	0.4805	1	0.4857	$\frac{1}{4}$	0.4909	$\frac{1}{2}$	0.4961	$\frac{3}{4}$	0.5013	1	0.5065	$\frac{1}{4}$	0.5117	$\frac{1}{2}$	0.5169	$\frac{3}{4}$	0.5221	1
0.5223	$\frac{1}{4}$	0.5275	$\frac{1}{2}$	0.5327	$\frac{3}{4}$	0.5379	1	0.5431	$\frac{1}{4}$	0.5483	$\frac{1}{2}$	0.5535	$\frac{3}{4}$	0.5587	1	0.5639	$\frac{1}{4}$	0.5691	$\frac{1}{2}$	0.5743	$\frac{3}{4}$
0.5745	$\frac{1}{2}$	0.5797	$\frac{3}{4}$	0.5849	1	0.5901	$\frac{1}{4}$	0.5953	$\frac{1}{2}$	0.6005	$\frac{3}{4}$	0.6057	1	0.6109	$\frac{1}{4}$	0.6161	$\frac{1}{2}$	0.6213	$\frac{3}{4}$	0.6265	1
0.6267	$\frac{1}{4}$	0.6319	$\frac{1}{2}$	0.6371	$\frac{3}{4}$	0.6423	1	0.6475	$\frac{1}{4}$	0.6527	$\frac{1}{2}$	0.6579	$\frac{3}{4}$	0.6631	1	0.6683	$\frac{1}{4}$	0.6735	$\frac{1}{2}$	0.6787	$\frac{3}{4}$
0.6789	$\frac{1}{2}$	0.6841	$\frac{3}{4}$	0.6893	1	0.6945	$\frac{1}{4}$	0.6997	$\frac{1}{2}$	0.7049	$\frac{3}{4}$	0.7101	1	0.7153	$\frac{1}{4}$	0.7205	$\frac{1}{2}$	0.7257	$\frac{3}{4}$	0.7309	1
0.7311	$\frac{1}{4}$	0.7363	$\frac{1}{2}$	0.7415	$\frac{3}{4}$	0.7467	1	0.7519	$\frac{1}{4}$	0.7571	$\frac{1}{2}$	0.7623	$\frac{3}{4}$	0.7675	1	0.7727	$\frac{1}{4}$	0.7779	$\frac{1}{2}$	0.7831	$\frac{3}{4}$
0.7833	$\frac{1}{2}$	0.7885	$\frac{3}{4}$	0.7937	1	0.7989	$\frac{1}{4}$	0.8041	$\frac{1}{2}$	0.8093	$\frac{3}{4}$	0.8145	1	0.8197	$\frac{1}{4}$	0.8249	$\frac{1}{2}$	0.8301	$\frac{3}{4}$	0.8353	1
0.8355	$\frac{1}{4}$	0.8407	$\frac{1}{2}$	0.8459	$\frac{3}{4}$	0.8511	1	0.8563	$\frac{1}{4}$	0.8615	$\frac{1}{2}$	0.8667	$\frac{3}{4}$	0.8719	1	0.8771	$\frac{1}{4}$	0.8823	$\frac{1}{2}$	0.8875	$\frac{3}{4}$
0.8877	$\frac{1}{2}$	0.8929	$\frac{3}{4}$	0.8981	1	0.9033	$\frac{1}{4}$	0.9085	$\frac{1}{2}$	0.9137	$\frac{3}{4}$	0.9189	1	0.9241	$\frac{1}{4}$	0.9293	$\frac{1}{2}$	0.9345	$\frac{3}{4}$	0.9397	1
0.9399	$\frac{1}{4}$	0.9451	$\frac{1}{2}$	0.9503	$\frac{3}{4}$	0.9555	1	0.9607	$\frac{1}{4}$	0.9659	$\frac{1}{2}$	0.9711	$\frac{3}{4}$	0.9763	1	0.9815	$\frac{1}{4}$	0.9867	$\frac{1}{2}$	0.9919	$\frac{3}{4}$
0.9921	$\frac{1}{2}$	0.9973	$\frac{3}{4}$	1.0025	1	1.0077	$\frac{1}{4}$	1.0129	$\frac{1}{2}$	1.0181	$\frac{3}{4}$	1.0233	1	1.0285	$\frac{1}{4}$	1.0337	$\frac{1}{2}$	1.0389	$\frac{3}{4}$	1.0441	1
1.0443	$\frac{1}{4}$	1.0495	$\frac{1}{2}$	1.0547	$\frac{3}{4}$	1.0599	1	1.0651	$\frac{1}{4}$	1.0703	$\frac{1}{2}$	1.0755	$\frac{3}{4}$	1.0807	1	1.0859	$\frac{1}{4}$	1.0911	$\frac{1}{2}$	1.0963	$\frac{3}{4}$
1.0965	$\frac{1}{2}$	1.1017	$\frac{3}{4}$	1.1069	1	1.1121	$\frac{1}{4}$	1.1173	$\frac{1}{2}$	1.1225	$\frac{3}{4}$	1.1277	1	1.1329	$\frac{1}{4}$	1.1381	$\frac{1}{2}$	1.1433	$\frac{3}{4}$	1.1485	1
1.1487	$\frac{1}{4}$	1.1539	$\frac{1}{2}$	1.1591	$\frac{3}{4}$	1.1643	1	1.1695	$\frac{1}{4}$	1.1747	$\frac{1}{2}$	1.1799	$\frac{3}{4}$	1.1851	1	1.1903	$\frac{1}{4}$	1.1955	$\frac{1}{2}$	1.2007	$\frac{3}{4}$
1.2009	$\frac{1}{2}$	1.2061	$\frac{3}{4}$	1.2113	1	1.2165	$\frac{1}{4}$	1.2217	$\frac{1}{2}$	1.2269	$\frac{3}{4}$	1.2321	1	1.2373	$\frac{1}{4}$	1.2425	$\frac{1}{2}$	1.2477	$\frac{3}{4}$	1.2529	1
1.2531	$\frac{1}{4}$	1.2583	$\frac{1}{2}$	1.2635	$\frac{3}{4}$	1.2687	1	1.2739	$\frac{1}{4}$	1.2791	$\frac{1}{2}$	1.2843	$\frac{3}{4}$	1.2895	1	1.2947	$\frac{1}{4}$	1.3000	$\frac{1}{2}$	1.3052	$\frac{3}{4}$
1.3054	$\frac{1}{2}$	1.3106	$\frac{3}{4}$	1.3158	1	1.3210	$\frac{1}{4}$	1.3262	$\frac{1}{2}$	1.3314	$\frac{3}{4}$	1.3366	1	1.3418	$\frac{1}{4}$	1.3470	$\frac{1}{2}$	1.3522	$\frac{3}{4}$	1.3574	1
1.3576	$\frac{1}{4}$	1.3628	$\frac{1}{2}$	1.3680	$\frac{3}{4}$	1.3732	1	1.3784	$\frac{1}{4}$	1.3836	$\frac{1}{2}$	1.3888	$\frac{3}{4}$	1.3940	1	1.3992	$\frac{1}{4}$	1.4044	$\frac{1}{2}$	1.4096	$\frac{3}{4}$
1.4098	$\frac{1}{2}$	1.4150	$\frac{3}{4}$	1.4202	1	1.4254	$\frac{1}{4}$	1.4306	$\frac{1}{2}$	1.4358	$\frac{3}{4}$	1.4410	1	1.4462	$\frac{1}{4}$	1.4514	$\frac{1}{2}$	1.4566	$\frac{3}{4}$	1.4618	1
1.4620	$\frac{1}{4}$	1.4672	$\frac{1}{2}$	1.4724	$\frac{3}{4}$	1.4776	1	1.4828	$\frac{1}{4}$	1.4880	$\frac{1}{2}$	1.4932	$\frac{3}{4}$	1.4984	1	1.5036	$\frac{1}{4}$	1.5088	$\frac{1}{2}$	1.5140	$\frac{3}{4}$
1.5142	$\frac{1}{2}$	1.5194	$\frac{3}{4}$	1.5246	1	1.5298	$\frac{1}{4}$	1.5350	$\frac{1}{2}$	1.5402	$\frac{3}{4}$	1.5454	1	1.5506	$\frac{1}{4}$	1.5558	$\frac{1}{2}$	1.5610	$\frac{3}{4}$	1.5662	1
1.5664	$\frac{1}{4}$	1.5716	$\frac{1}{2}$	1.5768	$\frac{3}{4}$	1.5820	1	1.5872	$\frac{1}{4}$	1.5924	$\frac{1}{2}$	1.5976	$\frac{3}{4}$	1.6028	1	1.6080	$\frac{1}{4}$	1.6132	$\frac{1}{2}$	1.6184	$\frac{3}{4}$
1.6186	$\frac{1}{2}$	1.6238	$\frac{3}{4}$	1.6290	1	1.6342	$\frac{1}{4}$	1.6394	$\frac{1}{2}$	1.6446	$\frac{3}{4}$	1.6498	1	1.6550	$\frac{1}{4}$	1.6602	$\frac{1}{2}$	1.6654	$\frac{3}{4}$	1.6706	1
1.6708	$\frac{1}{4}$	1.6760	$\frac{1}{2}$	1.6812	$\frac{3}{4}$	1.6864	1	1.6916	$\frac{1}{4}$	1.6968	$\frac{1}{2}$	1.7020	$\frac{3}{4}$	1.7072	1	1.7124	$\frac{1}{4}$	1.7176	$\frac{1}{2}$	1.7228	$\frac{3}{4}$
1.7230	$\frac{1}{2}$	1.7282	$\frac{3}{4}$	1.7334	1	1.7386	$\frac{1}{4}$	1.7438	$\frac{1}{2}$	1.7490	$\frac{3}{4}$	1.7542	1	1.7594	$\frac{1}{4}$	1.7646	$\frac{1}{2}$	1.7698	$\frac{3}{4}$	1.7750	1
1.7752	$\frac{1}{4}$	1.7804	$\frac{1}{2}$	1.7856	$\frac{3}{4}$	1.7908	1	1.7960	$\frac{1}{4}$	1.8012	$\frac{1}{2}$	1.8064	$\frac{3}{4}$	1.8116	1	1.8168	$\frac{1}{4}$	1.8220	$\frac{1}{2}$	1.8272	$\frac{3}{4}$
1.8274	$\frac{1}{2}$	1.8326	$\frac{3}{4}$	1.8378	1	1.8430	$\frac{1}{4}$	1.8482	$\frac{1}{2}$	1.8534	$\frac{3}{4}$	1.8586	1	1.8638	$\frac{1}{4}$	1.8690	$\frac{1}{2}$	1.8742	$\frac{3}{4}$	1.8794	1
1.8796	$\frac{1}{4}$	1.8848	$\frac{1}{2}$	1.8900	$\frac{3}{4}$	1.8952	1	1.9004	$\frac{1}{4}$	1.9056	$\frac{1}{2}$	1.9108	$\frac{3}{4}$	1.9160	1	1.9212	$\frac{1}{4}$	1.9264	$\frac{1}{2}$	1.9316	$\frac{3}{4}$
1.9318	$\frac{1}{2}$	1.9370	$\frac{3}{4}$	1.9422	1	1.9474	$\frac{1}{4}$	1.9526	$\frac{1}{2}$	1.9578	$\frac{3}{4}$	1.9630	1	1.9682	$\frac{1}{4}$	1.9734	$\frac{1}{2}$	1.9786	$\frac{3}{4}$	1.9838	1
1.9840	$\frac{1}{4}$	1.9892	$\frac{1}{2}$	1.9944	$\frac{3}{4}$	1.9996	1	2.0048	$\frac{1}{4}$	2.0100	$\frac{1}{2}$	2.0152	$\frac{3}{4}$	2.0204	1	2.0256	$\frac{1}{4}$	2.0308	$\frac{1}{2}$	2.0360	$\frac{3}{4}$
2.0362	$\frac{1}{2}$	2.0414	$\frac{3}{4}$	2.0466	1	2.0518	$\frac{1}{4}$	2.0570	$\frac{1}{2}$	2.0622	$\frac{3}{4}$	2.0674	1	2.0726	$\frac{1}{4}$	2.0778	$\frac{1}{2}$	2.0830	$\frac{3}{4}$	2.0882	1
2.0884	$\frac{1}{4}$	2.0936	$\frac{1}{2}$	2.0988	$\frac{3}{4}$	2.1040	1	2.1092	$\frac{1}{4}$	2.1144	$\frac{1}{2}$	2.1196	$\frac{3}{4}$	2.1248	1	2.1300	$\frac{1}{4}$	2.1352	$\frac{1}{2}$	2.1404	$\frac{3}{4}$
2.1406	$\frac{1}{2}$	2.1458	$\frac{3}{4}$	2.1510	1	2.1562	$\frac{1}{4}$	2.1614	$\frac{1}{2}$	2.1666	$\frac{3}{4}$	2.1718	1	2.1770	$\frac{1}{4}$	2.1822	$\frac{1}{2}$	2.1874	$\frac{3}{4}$	2.1926	1
2.1928	$\frac{1}{4}$	2.1980	$\frac{1}{2}$	2.2032	$\frac{3}{4}$	2.2084	1	2.2136	$\frac{1}{4}$	2.2188	$\frac{1}{2}$	2.2240	$\frac{3}{4}$	2.2292	1	2.2344	$\frac{1}{4}$	2.2396	$\frac{1}{2}$	2.2448	$\frac{3}{4}$
2.2450	$\frac{1}{2}$	2.2502	$\frac{3}{4}$	2.2554	1	2.2606	$\frac{1}{4}$	2.2658	$\frac{1}{2}$	2.2710	$\frac{3}{4}$	2.2762	1	2.2814	$\frac{1}{4}$	2.2866	$\frac{1}{2}$	2.2918	$\frac{3}{4}$	2.2970	1
2.2972	$\frac{1}{4}$	2.3024	$\frac{1}{2}$	2.3076	$\frac{3}{4}$	2.3128	1	2.3180	$\frac{1}{4}$	2.3232	$\frac{1}{2}$	2.3284	$\frac{3}{4}$	2.3336	1	2.3388	$\frac{1}{4}$	2.3440	$\frac{1}{2}$	2.3492	$\frac{3}{4}$
2.3494	$\frac{1}{2}$	2.3546	$\frac{3}{4}$	2.3598	1	2.3650	$\frac{1}{4}$	2.3702	$\frac{1}{2}$	2.3754	$\frac{3}{4}$	2.3806	1	2.3858	$\frac{1}{4}$	2.3910	$\frac{1}{2}$	2.3962	$\frac{3}{4}$	2.4014	1
2.4016	$\frac{1}{4}$	2.4068	$\frac{1}{2}$	2.4120	$\frac{3}{4}$	2.4172	1	2.4224	$\frac{1}{4}$	2.4276											



Packet Pg. 271



RAMP IN LANDSCAPED AREA

RAMP IN PAVED AREA

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

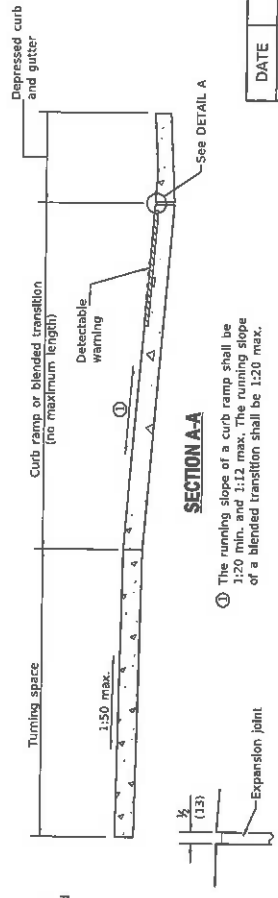
Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.



SECTION A-A

DETAIL A

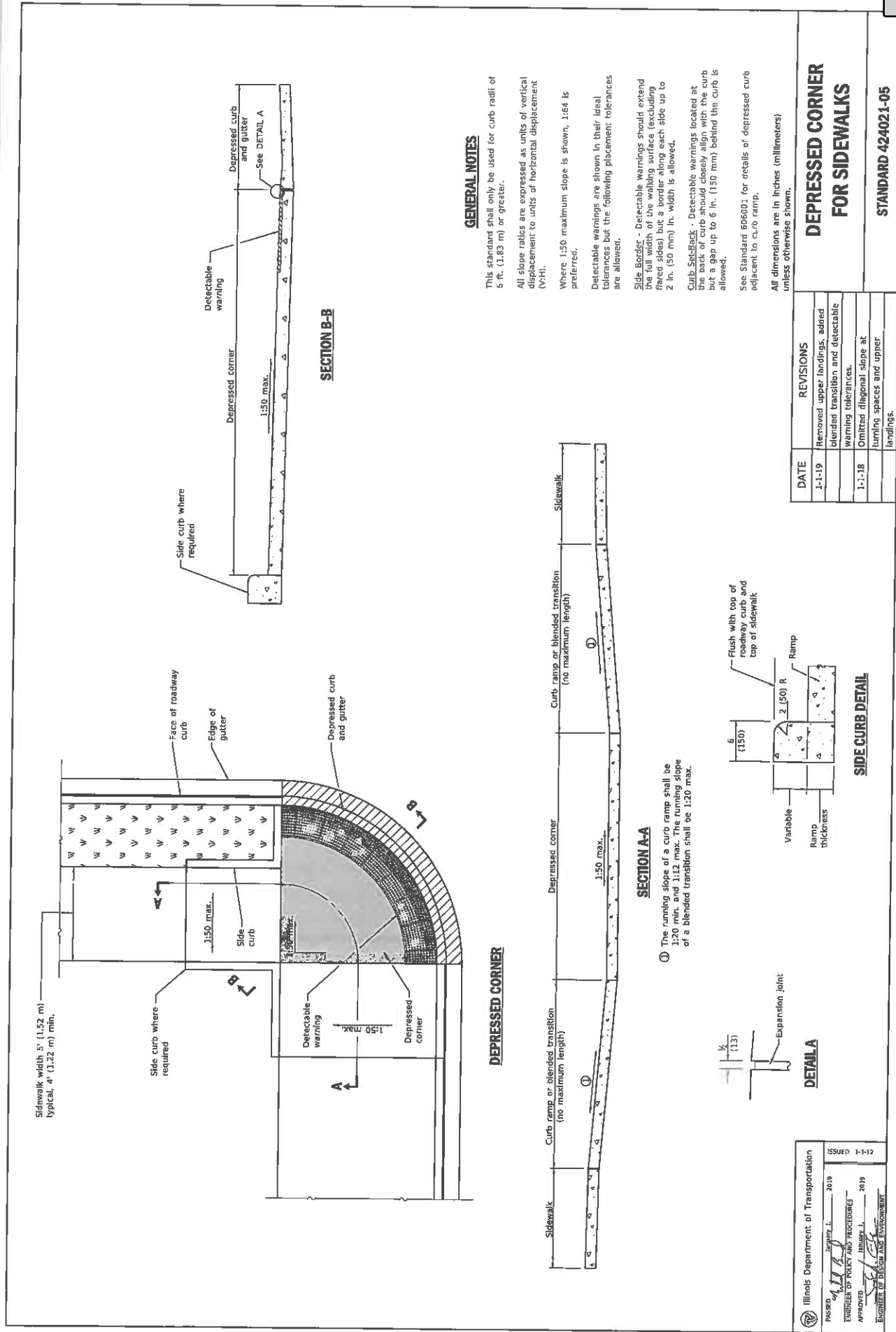
SIDE CURB DETAIL

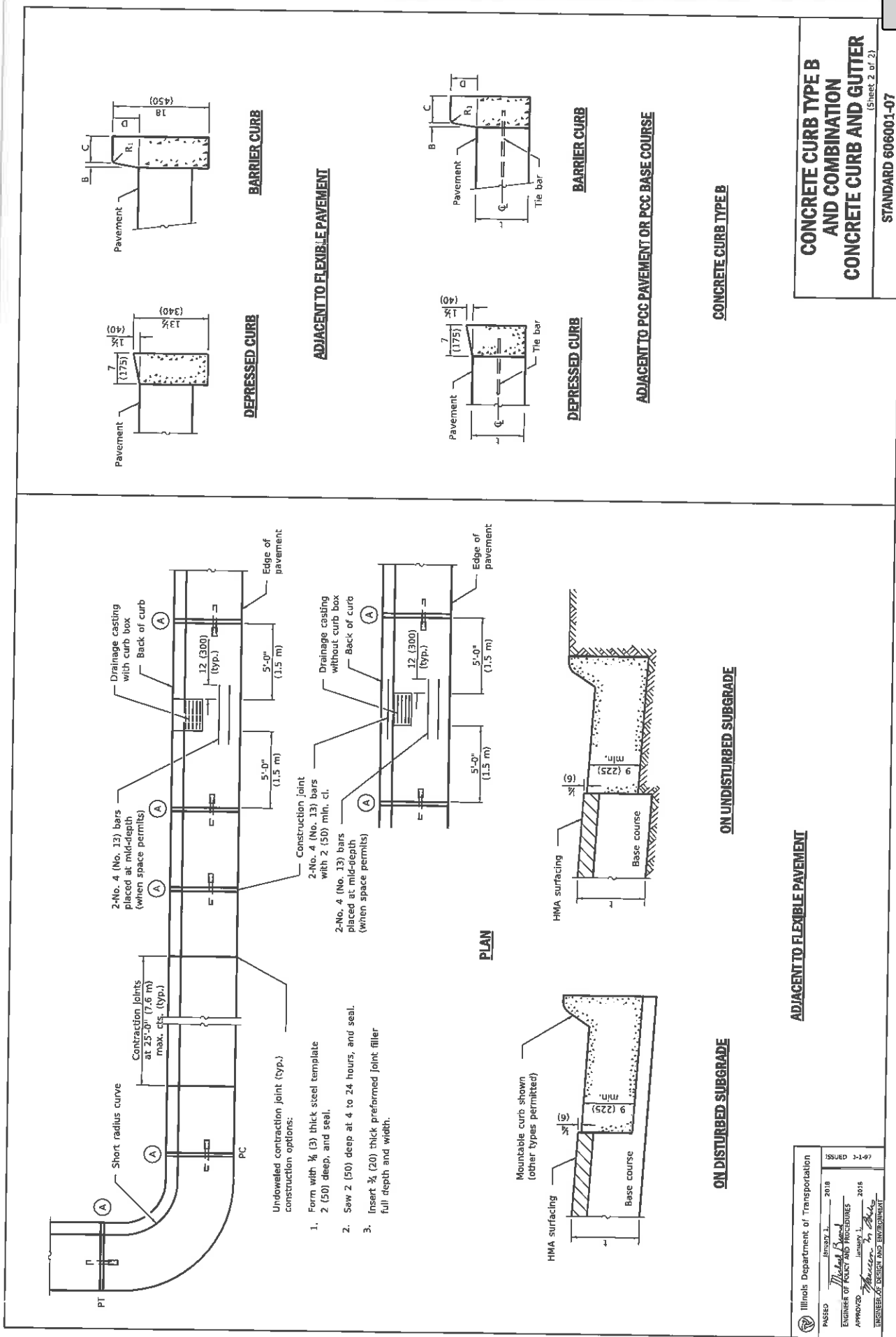
DATE	REVISIONS
1-1-19	Removed "15-foot rule", added "blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces.

PASSED ILLINOIS Department of Transportation JUNE 1, 2019 ENGINEER OF POLICY AND PROCEDURES APPROVED JUNE 1, 2019 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-12
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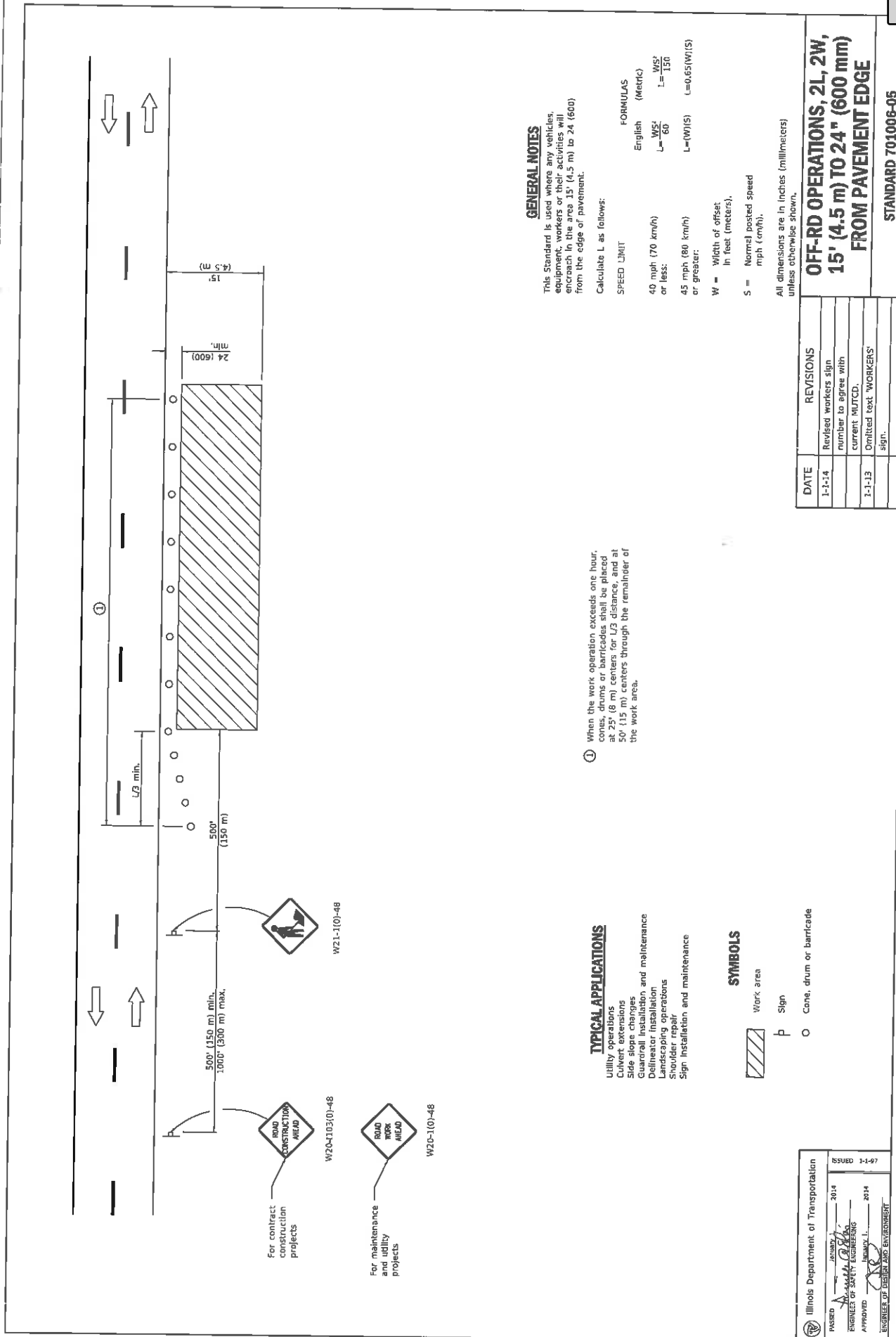
DIAGONAL CURB RAMPS FOR SIDEWALKS

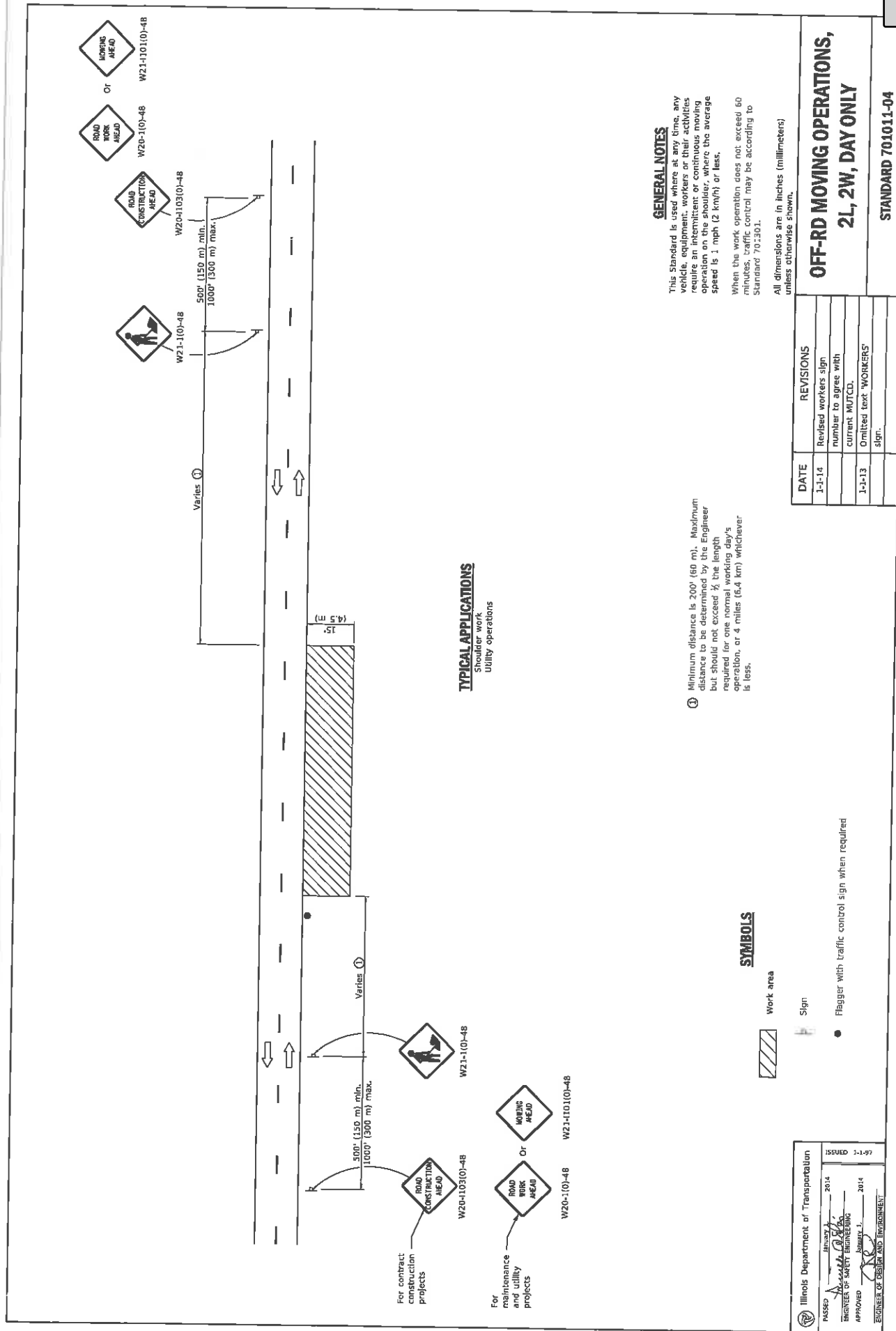
STANDARD 42-4006-04



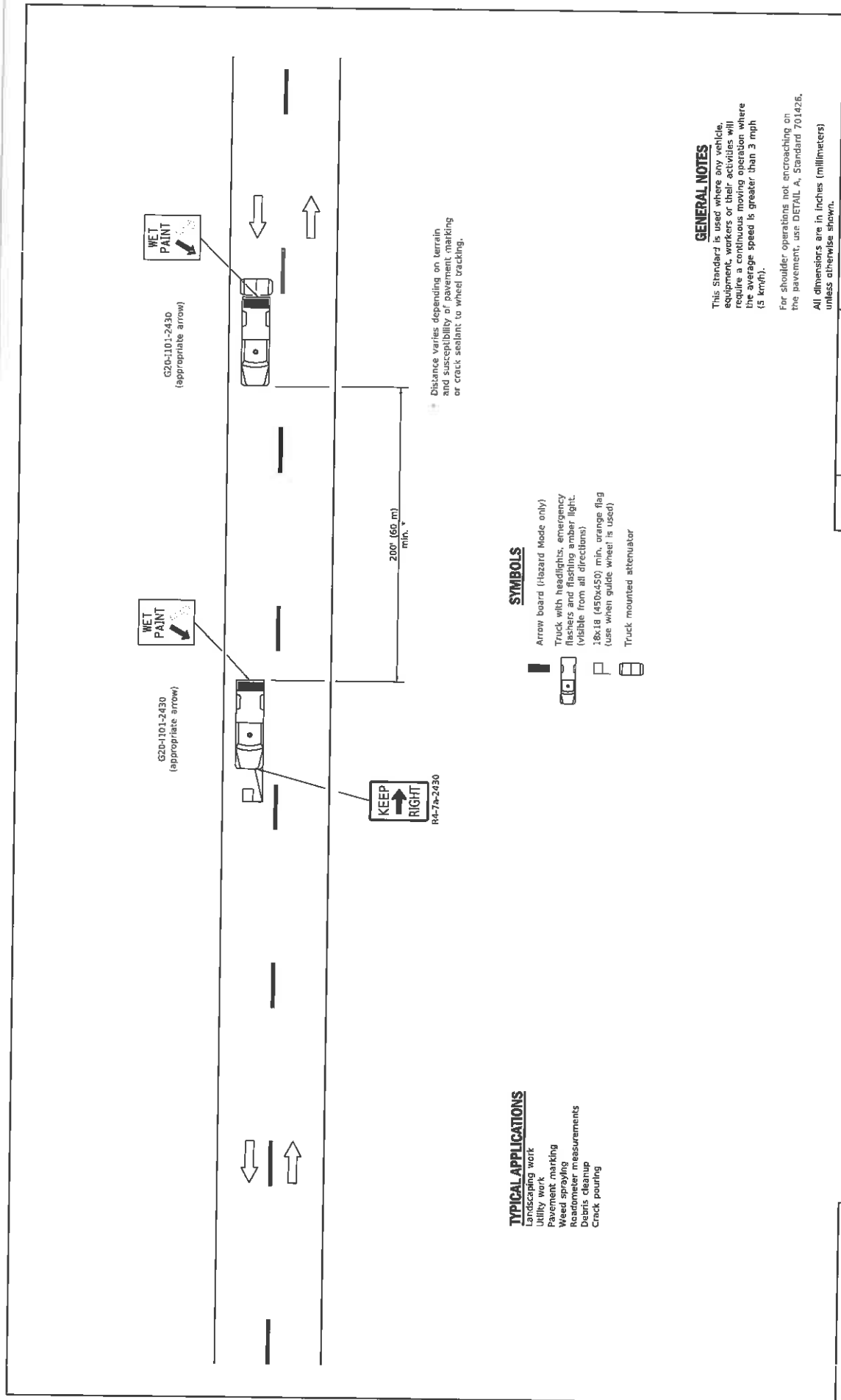


Illinois Department of Transportation	
PASSED	ISSUED 3-1-97
JANUARY 1, 2018 Michael Brand ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2018 Michael Brand ENGINEER OF DESIGN AND ENVIRONMENT	









TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Pavement marking
- Weed spraying
- Roadometer measurements
- Debris cleanup
- Crack pouring

SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light (visible from all directions)
- 18x18 (450x450) mm, orange flag (use when guide wheel is used)
- Truck mounted attenuator

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

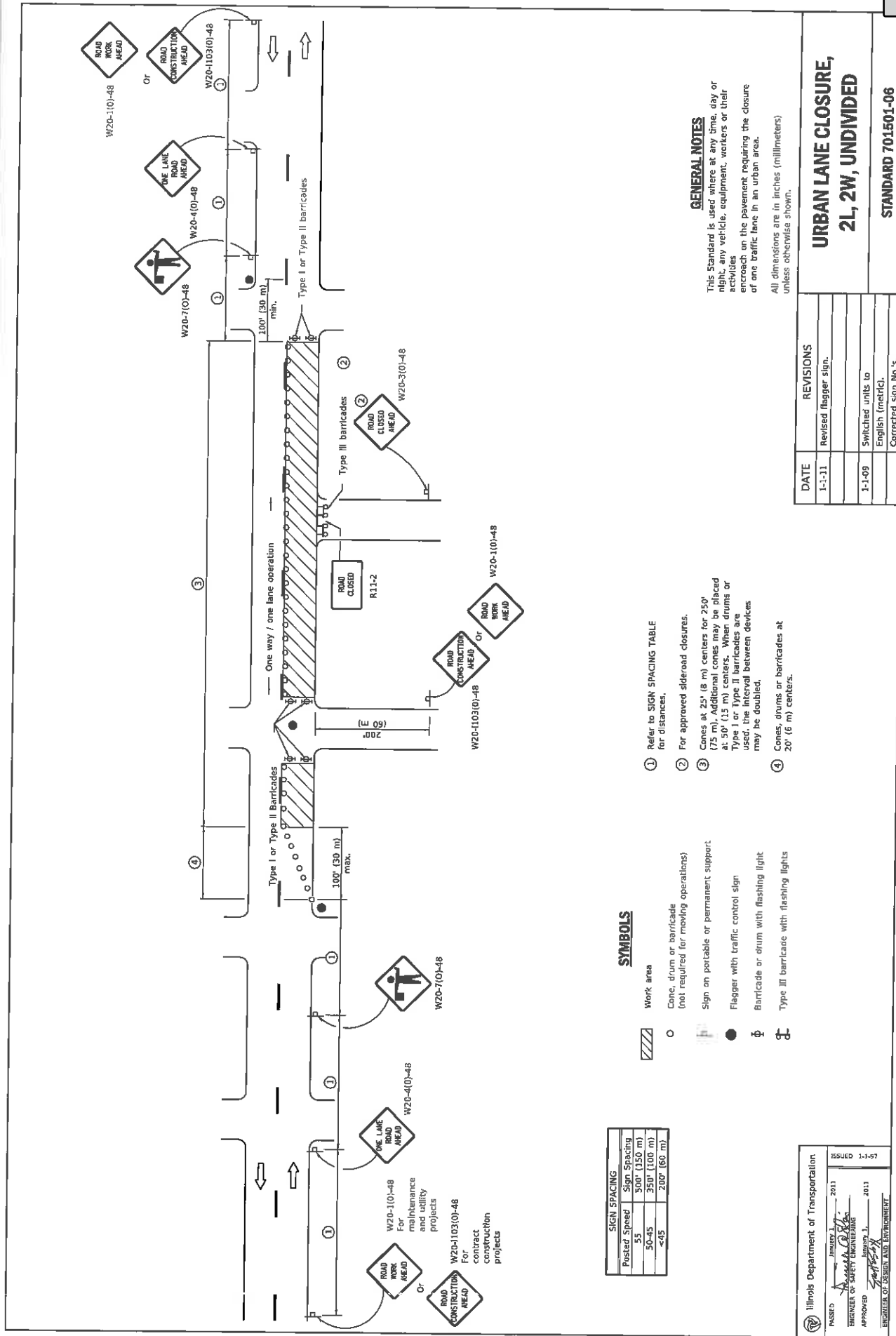
All dimensions are in inches (millimeters) unless otherwise shown.

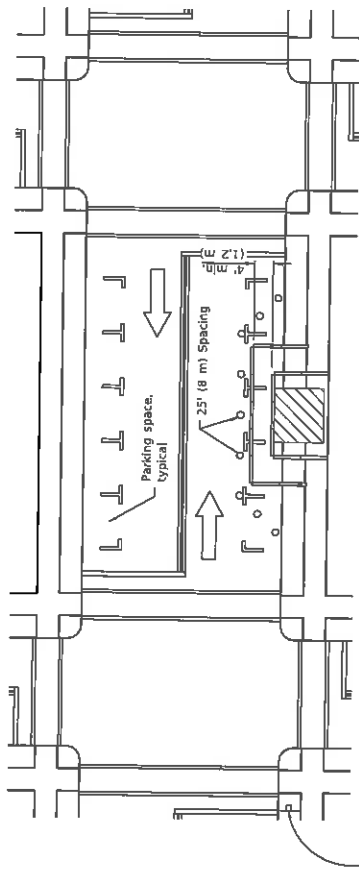
REVISIONS	
DATE	DESCRIPTION
1-1-09	Switched units to English (metric). Omitted Pass With Care sign.
1-1-00	Elim. speed restrictions in Standard title.

**LANE CLOSURE 2L, 2W
MOVING OPERATIONS-
DAY ONLY**

STANDARD 701311-03

Illinois Department of Transportation	
PASSED	ISSUED 1-1-47
APPROVED	APPROVED
ENGINEER OF OPERATIONS	ENGINEER OF DESIGN AND ENVIRONMENT
January 1, 2009	January 1, 2009

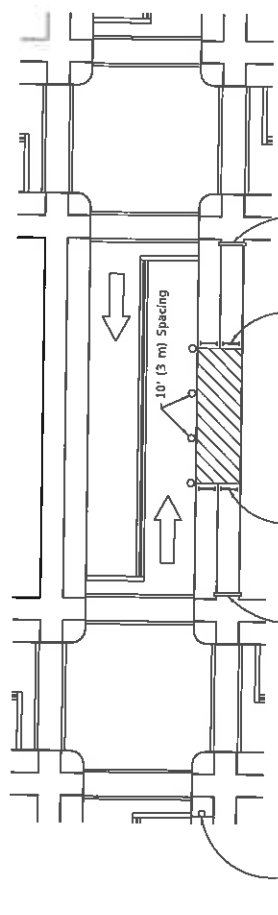




W20-1103(0)-48 for
contract
construction
projects

W20-1104-48 for
maintenance
and utility
projects

SIDEWALK DIVERSION



W20-1103(0)-48 for
contract
construction
projects

W20-1104-48 for
maintenance
and utility
projects

R11-1101-2418
SIDEWALK
CLOSED

R11-1102-2430
SIDEWALK
CLOSED
USE OTHER
SIDE

SIDEWALK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

GENERAL NOTES

- 1. Omit, whenever duplicated by road work traffic control.
- This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.
- This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.
- Temporary facilities shall be detectable and accessible.
- The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.
- The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.
- Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701801.
- All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-3-16	Ornited orange safety fence from standard as this is covered in the std. spec.
3-3-12	Added SIDEWALK DIVERSION.
	Notified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06

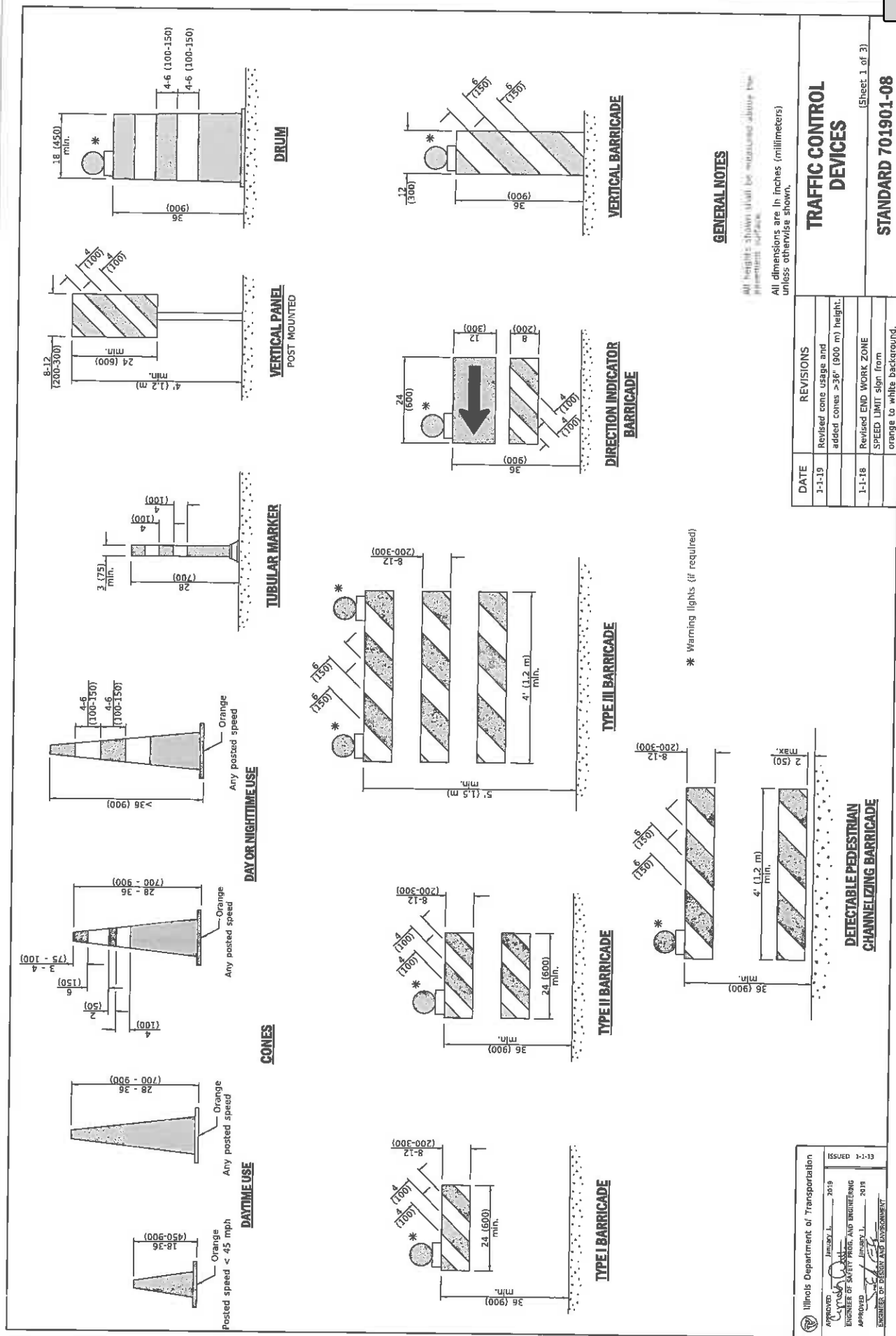
Illinois Department of Transportation

ISSUED 1-1-97

APPROVED 2016

APPROVED 2016

ENGINEER OF DESIGN AND ENVIRONMENT



POST MOUNTED SIGNS

When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

Warning light (if required)

6' - 12' max (1.8 m - 3.6 m)

4' (1.2 m) rural / 6' (1.8 m) urban

5' (1.5 m) min. rural / 7' (2.1 m) min. urban

Elevation of pavement

SIGNS ON TEMPORARY SUPPORTS

When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

24 - 10' (600 - 3 m)

12 (300) min.

Edge of pavement or face of curb

Elevation of edge of pavement

HIGH LEVEL WARNING DEVICE

18x18 (450x450) Orange flags

8' (2.4 m)

SIGN (IF SPECIFIED)

WORK LIMIT SIGNING

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES

G20-1104(0)-6036

END CONSTRUCTION

G20-1105(0)-6024

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

Sign assembly as shown on Standards or as allowed by District Operations.

W21-1115(0)-3618

R2-1-3648

R10-1108p-3618 ****

R2-1106p-3618

END WORK ZONE SPEED LIMIT

G20-1103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

R10-1108p shall only be used along roadways under the jurisdiction of the State.

FLAGGER TRAFFIC CONTROL SIGN

8 (200) Federal series C

19 1/2 (500)

1.8 m - 2.1 m

STOP

SLOW

FRONT SIDE

REVERSE SIDE

TRAFFIC CONTROL DEVICES

STANDARD 701901-08

(Sheet 2 of 3)

Illinois Department of Transportation

APPROVED: [Signature] JUNE 1, 2019

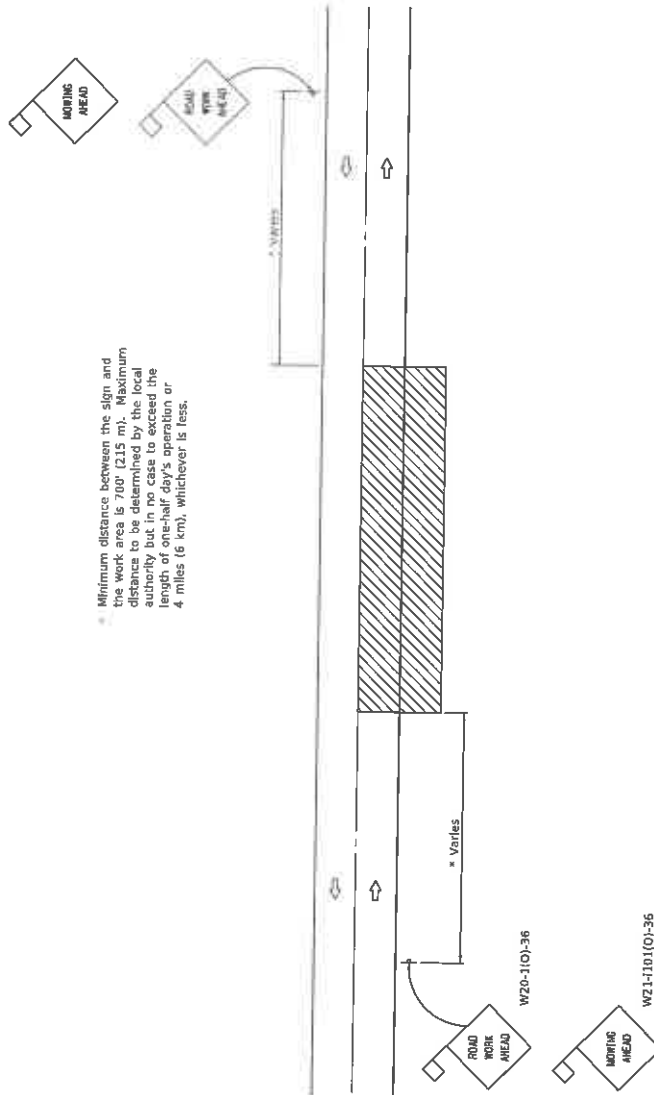
ENGINEER OF SAFETY PROGRAM AND ENGINEERING

APPROVED: [Signature] JUNE 1, 2019

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED: 1-1-13





Minimum distance between the sign and the work area is 700' (215 m). Maximum distance to be determined by the local authority but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less.

TWO-LANE, TWO-WAY TRAFFIC RURAL OPERATIONS DAY OPERATIONS ONLY

SYMBOLS

Work area

Sign with 18x18 (450x450) min. orange flag attached.

TYPICAL APPLICATIONS

- MOWING
- SPREADING AGGREGATE
- WEED SPRAYING
- SURFACE MAINTENANCE
- BITUMINOUS RESURFACING
- CRACK POURING
- SHOULDER REPAIR
- CLEANING DITCHES

GENERAL NOTES

Maintenance operations shall be confined to one traffic lane. Traffic shall be kept in the opposite lane open to traffic. At least 500' (150 m) of both traffic lanes shall be available for traffic movement between work areas at intervals not greater than 1000' (300 m).

When operations are on the pavement and stationary or moving at a speed less than 4 mph (6 kph), a ONE LANE AHEAD, or other appropriate sign, shall be installed in each direction between the ROAD WORK AHEAD sign and the work area. The distance between this sign and the work area shall be a minimum of 400' (120 m) but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less. The distance between the two signs shall be approximately 400' (120 m).

All signs are to be removed at completion of the day's operation.

Any unattended obstacle, excavation, or pavement drop off greater than 3' (75) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their activities are restricted at all times to one side of the pavement.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

Applicable operations illustrated in Standard 701301 may be used when operations do not exceed 15 minutes on the pavement or 60 minutes on the shoulder respectively.

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.

TRAFFIC CONTROL DEVICES- DAY LABOR MAINTENANCE

STANDARD B.L.R. 18-6

DATE	REVISIONS
1-1-15	Corrected RWA sign number.
1-1-08	Switched units to English (metric). Moved one General Note.

Illinois Department of Transportation

PASSED: January 1, 2015

ISSUED: 1-1-97

ENGINEER: *[Signature]*

APPROVED: *[Signature]*

ENGINEER OF DESIGN AND ENVIRONMENT

PREVAILING WAGE RATES

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman	VI	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	BLD		26.89	28.39		1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	HWY		30.53	32.03		1.5	1.5	2	2	8.2	21.45	0	0.85	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	SE	BLD		28	29.5		1.5	1.5	2	2	9	14.57	0	0.8	0
11/5/2018	Tazewell	ASBESTOS ABT-MEC	All	BLD		32.78	35.28		1.5	1.5	2	2	12.92	11.82	0	0.72	0
8/15/2018	Tazewell	BOILERMAKER	All	BLD		40	43		2	2	2	2	7.07	18.19	0	0.4	0
8/15/2018	Tazewell	BRICK MASON	All	BLD		34.1	35.6		1.5	1.5	2	2	10.35	11.32	0	0.82	0
1/11/2019	Tazewell	CARPENTER	All	BLD		32.46	34.71		1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Tazewell	CARPENTER	All	HWY		34.66	36.91		1.5	1.5	2	2	8.55	18.6	0	0.6	0
8/15/2018	Tazewell	CEMENT MASON	All	BLD		31.03			1.5	1.5	2	2	8.5	16.9	0	0.62	0.34
8/15/2018	Tazewell	CEMENT MASON	All	HWY		32.73	34.23		1.5	1.5	2	2	8.5	17.27	0	0.63	0
8/15/2018	Tazewell	CERAMIC TILE FNSHER	All	BLD		31.78	31.78		1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52		1.5	1.5	2	2	7.1	12.62	0	0.45	0
8/15/2018	Tazewell	ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52		1.5	1.5	2	2	6.67	8.62	0	0.31	0
8/15/2018	Tazewell	ELECTRIC PWR LINEMAN	All	ALL		50.11			1.5	1.5	2	2	7.25	14.03	0	0.79	0
8/15/2018	Tazewell	ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52		1.5	1.5	2	2	6.72	9.05	0	0.32	0
8/15/2018	Tazewell	ELECTRICIAN	All	BLD		36.51			1.5	1.5	2	2	7.65	11.64	0	0.8	0
3/15/2018	Tazewell	ELECTRONIC SYS TECH	All	BLD		28.02			1.5	1.5	2	2	0	2.24	0	0	16.7
8/15/2018	Tazewell	ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38		2	2	2	2	15.43	16.61	3.58	0.61	0
8/15/2018	Tazewell	GLAZIER	All	BLD		35.37			1.5	1.5	2	2	10.85	8.3	0	1.25	0
11/5/2018	Tazewell	HT/FROST INSULATOR	All	BLD		43.7	46.2		1.5	1.5	2	2	12.92	13.16	0	0.72	0
8/15/2018	Tazewell	IRON WORKER	All	BLD		32.41	34.31		1.5	1.5	2	2	11.01	16.32	0	0.74	0.57
8/15/2018	Tazewell	IRON WORKER	All	HWY		37.44	39.44		1.5	1.5	2	2	11.01	8.41	0	0	8.95
8/15/2018	Tazewell	LABORER	NW	BLD		25.89			1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Tazewell	LABORER	NW	HWY		32.61			1.5	1.5	2	2	6.3	16.96	0	0.8	4.15
8/15/2018	Tazewell	LABORER	SE	BLD		28.62	34.55		1.5	1.5	2	2	9.25	15	0	0.8	0.51
8/15/2018	Tazewell	LABORER	SE	HWY		32.61	34.11		1.5	1.5	2	2	9.25	17.5	0	0.8	0
8/15/2018	Tazewell	LATHER	All	BLD		32.46	34.71		1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Tazewell	MACHINERY MOVER	All	HWY		35.98	37.98		1.5	1.5	2	2	9.49	13.91	0	0	0
8/15/2018	Tazewell	MACHINIST	All	BLD		48.38	50.88		1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	Tazewell	MARBLE FINISHERS	All	BLD		31.78	31.78		1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	MARBLE MASON	All	BLD		34.02	35.27		1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	MILLWRIGHT	All	BLD		31.74			1.5	1.5	1.5	1.5	8.45	17.72	0	0.54	0
8/15/2018	Tazewell	MILLWRIGHT	All	HWY		35.01	37.26		1.5	1.5	2	2	8.55	18.8	0	0.52	0

Effective Date County	Trade Title	Region	Type	Class	Base Wage	Foreman V	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit	
8/15/2018 Tazewell	OPERATING ENGINEER	All	BLD	1	39.69		1.5	1.5	1.5	1.5	1.5	9	19.23	0	3	0
8/15/2018 Tazewell	OPERATING ENGINEER	All	BLD	2	37.07	43.01	1.5	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018 Tazewell	OPERATING ENGINEER	All	BLD	3	32.12		1.5	1.5	1.5	1.5	1.5	8	19.23	0	3	1
10/26/2018 Tazewell	OPERATING ENGINEER	All	HWY	1	40.02		1.5	1.5	2	2	2	10	19.73	0	3.3	0
8/15/2018 Tazewell	OPERATING ENGINEER	All	HWY	2	36.83		1.5	1.5	2	2	2	0	19.23	0	0	12
8/15/2018 Tazewell	OPERATING ENGINEER	All	HWY	3	32.22	43.02	1.5	1.5	2	2	2	10	19.73	0	3.3	0
8/15/2018 Tazewell	PAINTER	All	ALL		36.1		1.5	1.5	1.5	2	2	11.55	8.2	0	1.35	0
8/15/2018 Tazewell	PAINTER SIGNS	All	ALL		38.2	43.25	1.5	1.5	2	2	2	2.6	3.25	0	0	0
8/15/2018 Tazewell	PILEDRIIVER	All	BLD		33.46	35.71	1.5	1.5	2	2	2	8.55	18	0	0.54	0
3/1/2019 Tazewell	PILEDRIIVER	ALL	HWY		34.66	36.91	1.5	1.5	2	2	2	8.55	18.6	0	0.52	0
8/15/2018 Tazewell	PIPEFITTER	All	BLD		39.5	43.85	1.5	1.5	2	2	2	7.25	12.78	0	1.16	0
8/15/2018 Tazewell	PLASTERER	All	BLD		29.91	31.16	1.5	1.5	2	2	2	8.65	17.24	0	0.8	0
8/15/2018 Tazewell	PLUMBER	All	BLD		35.57		1.5	1.5	2	2	2	8	13.86	0	0.9	0
3/15/2018 Tazewell	ROOFER	All	BLD		31		1.5	1.5	1.5	1.5	1.5	9	9.2	0	0.3	0
8/15/2018 Tazewell	SHEETMETAL WORKER	All	BLD		33.47	35.14	1.5	1.5	2	2	2	9.87	17.49	0	0.95	0
8/15/2018 Tazewell	SIGN HANGER	ALL	HWY		36.82	38.82	1.5	1.5	2	2	2	10.66	15.47	0	0.64	0
8/15/2018 Tazewell	SPRINKLER FITTER	All	BLD		45.62	45.62	1.5	1.5	2	2	2	9.67	9.8	0	0.77	0
8/15/2018 Tazewell	STEEL ERECTOR	ALL	HWY		36.82	38.82	1.5	1.5	2	2	2	10.66	15.47	0	0.64	0
8/15/2018 Tazewell	STONE MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	2	10.35	11.32	0	0.82	0
8/15/2018 Tazewell	TERRAZZO FINISHER	All	BLD		31.78	31.78	1.5	1.5	2	2	2	10.35	11.32	0	0.8	0
8/15/2018 Tazewell	TERRAZZO MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	2	10.35	11.32	0	0.82	0
8/15/2018 Tazewell	TILE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	2	10.35	11.32	0	0.82	0
8/15/2018 Tazewell	TRUCK DRIVER	All	ALL	1	37.06	41.07	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TRUCK DRIVER	All	ALL	2	36.67		1.5	1.5	2	2	2	0	5.89	0	0	12.41
8/15/2018 Tazewell	TRUCK DRIVER	All	ALL	3	37.85		1.5	1.5	2	2	2	11.65	6.12	0	0.25	1.03
8/15/2018 Tazewell	TRUCK DRIVER	All	ALL	4	38.2	41.07	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TRUCK DRIVER	All	ALL	5	39.21	41.07	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TRUCK DRIVER	All	O&C	1	29.65	32.86	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TRUCK DRIVER	All	O&C	2	30.08	32.86	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TRUCK DRIVER	All	O&C	3	30.28	32.86	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TRUCK DRIVER	All	O&C	4	30.56	32.86	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TRUCK DRIVER	All	O&C	5	31.37	32.86	1.5	1.5	2	2	2	12.65	6.12	0	0.25	0
8/15/2018 Tazewell	TUCKPONTER	All	BLD		34.1	35.6	1.5	1.5	2	2	2	10.35	11.32	0	0.82	0



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Michael Guerra, City Engineer

Sponsors:

AGENDA ITEM: Awarding of the Contract for Front Street and 5th Street Sewer Lining

ACTION REQUESTED: To award the contract for the Front Street and 5th Street Sewer Lining Project to Hoerr Construction in the amount of \$187,406.00.

DESCRIPTION: This request is to award the contract for the Front Street and 5th Street Sewer Lining Project to Hoerr Construction in the amount of \$187,406.00. This project is to line a 30" sanitary sewer interceptor along Front Street in front of the treatment plant and a 33" tear drop combination sewer on 5th Street from Park to Winter Street. The lining on Front Street is to secure the sewer prior to the construction of Front Street and to limit the amount of infiltration from the Illinois River during time of high water levels. The lining on 5th Street is to secure the sewer and to limit the infiltration of ground water as the pipe is a brick sewer. This will be a continuation of the lining that was completed last year.

Overall the City received three bids with Hoerr Construction being the lowest bidder at \$187,406.00. While this is approximately 13% over the estimate, in comparing the bids that we received, it appears to be a valid bid as tear drop sewers are more difficult to line as they require additional material. For the pricing of the estimate, the City utilized prices that were received last year however the quantity of tear drop lining last year was greater making our estimate low. After reviewing the bids, it is the staff recommendation to award the contract.

FINANCIAL IMPACT:

\$187,406.00 out of the Wastewater Fund 231-030

Budget

231-030-580601 Sewer Repair - \$200,000

Expenses

231-030-580601 Sewer Repair – \$0 to date

NEIGHBORHOOD CONCERNS: There will be disruption of the use of sewer possible and the smell of epoxy during the installation of the liner. The contractor will be responsible in notifying the residents prior to the start of construction and the City will try to keep all disruptions to a minimum. Overall this will help secure the sewer to continue to operate for a design life of over 50 years.

IMPACT IF APPROVED: The contract will be awarded to Hoerr Construction and the installation of the liner will be completed this summer.

IMPACT IF DENIED: The contract will not be awarded to Hoerr Construction and the

sewer liner will not be installed.

ALTERNATIVES: Reject all bids and rebid.

RELATED TO EFFICIENCY STUDY: Planned infrastructure improvements to maintain services efficiently to residents.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check √ no more than 2 boxes.]

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/5/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Pekin, IL ("Owner") and
Hoerr Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Front Street & 5th Street Sewer Lining

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Front Street & 5th Street Sewer Lining

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the City of Pekin ("Engineer")

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages C-610-1 to C-610-3, inclusive).
3. Payment bond (pages C-615-1 to C-615-3 inclusive).
4. Other bonds.
 - a. (pages to , inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

5. General Conditions (pages C-700-1 to C-700-65, inclusive).
6. Supplementary Conditions (pages C-800-1 to C-800-8, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Appendix A.
9. Addenda (number 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410-5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Current Prevailing Wage Rates.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS**10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Pekin, IL

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



Specifications for

CITY OF PEKIN, IL

Front St. & 5th St. Sewer Lining

Pekin, IL

May 2019

CITY OF PEKIN, IL
Front St. & 5th St. Sewer Lining

MAY 2019

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ADVERTISEMENT FOR BIDS

CITY OF PEKIN
111 S. CAPITOL ST.
PEKIN, IL 61554

The City of Pekin is inviting sealed Bid Proposals from interested and qualified parties for the Front Street & 5th Street Sewer Lining, generally including all labor, supervision, materials, supplies, transportation, equipment and services necessary and required as set forth in the Contract Documents.

A non-mandatory pre-bid meeting will be held at City Hall, 111 S. Capitol Street, Pekin, IL 61554 on Wednesday, May 15, 2019 at 2:00pm. All bidders are encouraged to attend.

Separate sealed BIDS will be received by the City of Pekin until 10:00 a.m. on Tuesday May 21, 2019, at City Hall, 111 S. Capitol Street, Pekin, IL 61554 at which time the bids will be publicly opened and read aloud.

Electronic Document access will only be provided to interested bidding companies and/or equipment companies. Electronic copies are provided at no cost. Printing of such documents will be the responsibility of the Bidder in accordance with the website Terms and Conditions. Please submit all requests for electronic documents to jaesker@ci.pekin.il.us

Please submit all questions in writing to the jaesker@ci.pekin.il.us or mmguerra@ci.pekin.il.us before Wednesday, May 15, 2019.

A certified check or bank draft payable to the order of the City of Pekin or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Base Bid for the Divisions bid shall be submitted with each Bid.

CITY OF PEKIN, ILLINOIS

By: Sue McMillan
City Clerk

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

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number, if applicable.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**4.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. ~~Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~

~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~

~~Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05

of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. In the event Bidder deems any investigations, explorations, tests or studies necessary, Bidder shall provide insurance and Bidder agrees to indemnify the Owner for any loss or damage occasioned by those actions.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations, including, but not limited to, the Illinois Prevailing Wage Act (820 ILCS 130, et seq.), that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; 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; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 N/A

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in

response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for those portions of the Work for which such identification is required.
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute. Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the

- Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be awarded to the Bidder whose Bid is in the best interests of the Project.
 - 19.03 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
 - 19.04 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
 - 19.05 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - 19.06 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
 - 19.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. E994-9385-06). Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED – NOT APPLICABLE**ARTICLE 24 – PARTNERING – NOT APPLICABLE**

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

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



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**BID FORM
CITY OF PEKIN, IL**

Front St. & 5th St. Sewer Lining

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ARTICLE 1 – BID RECIPIENT**1.01 This Bid is submitted to:**

City of Pekin
 111 South 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 60 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</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. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: _____

- C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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 any thing 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.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	33" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	404	\$	\$
2	30" Circular Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	738	\$	\$
Total Base Bid Unit Price Items					\$ _____

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

6.01 N/A

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 15.06 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 Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

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.

ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

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

BID

Bid Due Date: May 21, 2019 10:00am
Description: Front Street & 5th Street Sewer Lining

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: 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 the 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 the 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.

NOTICE OF AWARD

Date of Issuance:

Owner: City of Pekin, IL

Engineer: City of Pekin, IL

Project: Front Street and 5th Street
Sewer Lining

Bidder:

Bidder's Address

TO BIDDER:

You are notified that Owner has accepted your Bid dated ____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Front Street & 5th Street Sewer Lining

The Contract Price of the awarded Contract is: \$_____ (Base bid and Alternate Bid)

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 4 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security Bonds and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Pekin, IL

Authorized Signature: _____

By:

Title:

Attachment: Front & 5th St. Sewer Lining Bid Documents (1760 : Awarding of the Contract for Front Street and 5th Street Sewer Lining)

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Pekin, IL ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Front Street & 5th Street Sewer Lining

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Front Street & 5th Street Sewer Lining

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the City of Pekin ("Engineer")

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages C-610-1 to C-610-3, inclusive).
3. Payment bond (pages C-615-1 to C-615-3 inclusive).
4. Other bonds.
 - a. (pages to , inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

5. General Conditions (pages C-700-1 to C-700-65, inclusive).
6. Supplementary Conditions (pages C-800-1 to C-800-8, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Appendix A.
9. Addenda (number 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410-5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive).
 - c. Current Prevailing Wage Rates.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Pekin, IL _____

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices: _____

Address for giving notices: _____

License No.: _____

(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner: City of Pekin, IL

Contractor:

Engineer: City of Pekin, IL

Effective Date of Contract:

Project: Front Street & 5th Street Sewer Lining

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 90 days, and the number of days to achieve readiness for final payment is 120 days. EJCDC C-520 Article 4.02.

Before starting any Work at the Site, Contractor must comply with the following:

1. *Deliver to the Owner certificates of insurance in accordance with the Contract Documents.*
2. *Project completion schedule.*
3. *List of Subcontractors and Subcontract values.*

Owner: City of Pekin, IL

By: Authorized Signature: _____
Michael Guerra

Title: City Engineer

Date Issued:

PERFORMANCE BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

City of Pekin
111 South Capitol Street
Pekin, IL 61554

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Front St. & 5th St. Sewer Lining

BOND

Bond Number:

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

Amount:

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

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

EJCDC® C-610, Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

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

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

14. Definitions

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

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

City of Pekin
111 South Capitol Street
Pekin, IL 61554

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Front St. & 5th St. Sewer Lining

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

EJCDC® C-615, Payment Bond

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

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

no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

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

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

equipment for use in the performance of the Construction Contract;

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

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

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

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

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

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

18. Modifications to this Bond are as follows:



Contractor's Application for Payment No. _____

Application Period		Application Date
To: City of Peoria	From (Contractor):	Joel A. Eskin
(Owner)	Contract:	
Project: Front St. & 5th St. Sewer Lining	Contract's Project No.:	
Owner's Contract No.:	Engineer's Project No.:	

Application For Payment Change Order Summary

Approved Change Orders	Description	Amount	Deductions
1. ORIGINAL CONTRACT PRICE		\$	
2. Net change by Change Orders		\$	
3. Current Contract Price (Line 1 + 2)		\$	
4. TOTAL COMPLETED AND STORED TO DATE		\$	
(Column F total on Progress Estimate)		\$	
5. RETAINAGE		\$	
6. AMOUNT DEDUCTIBLE TO DATE (Line 4 - Line 5)		\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications)		\$	
8. AMOUNT DUE THIS APPLICATION		\$	
9. BALANCE TO FINISH, PLUS RETAINAGE		\$	
(Column G total on Progress Estimate + Line 8 above)		\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in transaction with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, on retention held in or covered by this Application for Payment, will pass to Owner at time of payment for and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interests, or encumbrances), and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature	Date
By:	

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Engineer)	(Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
Is approved by:	(Owner)	(Date)
Approved by:	Financing or Financing Entity (if applicable)	(Date)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Pekin, IL
Contractor:
Project: Front St. & 5th St. Sewer Lining

Engineer's Project No.:
Contract:

This Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, a Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion there designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

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

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Prevailing Wage Rates

Effective Date	County	Trade Title	Region	Type	Class	Base Wage Foreman VOT M-F	OT Sa	OT Su	OT Hld	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	ASBESTOS ABT-GRN	NW	BLD		26.89	1.5	1.5	2	2	7.8	18.85	0	0.8
8/15/2018	Tazewell	ASBESTOS ABT-GRN	NW	HWY		30.53	1.5	1.5	2	2	8.2	21.45	0	0.85
8/15/2018	Tazewell	ASBESTOS ABT-GRN	SE	BLD		28	1.5	1.5	2	2	9	14.57	0	0.8
11/5/2018	Tazewell	ASBESTOS ABT-MEC	AI	BLD		32.78	1.5	1.5	2	2	12.50	31.82	0	0.72
8/15/2018	Tazewell	BOILERMAKER	AI	BLD		40	2	2	2	2	7.07	38.19	0	0.4
8/15/2018	Tazewell	BRICK MASON	AI	BLD		34.1	1.5	1.5	2	2	10.35	11.32	0	0.82
1/11/2019	Tazewell	CARPENTER	AI	BLD		32.46	1.5	1.5	2	2	8.55	18	0	0.54
8/15/2018	Tazewell	CARPENTER	AI	HWY		34.66	1.5	1.5	2	2	8.55	18.5	0	0.5
8/15/2018	Tazewell	CEMENT MASON	AI	BLD		31.03	1.5	1.5	2	2	8.5	16.9	0	0.62
8/15/2018	Tazewell	CEMENT MASON	AI	HWY		32.73	1.5	1.5	2	2	8.5	16.9	0	0.62
8/15/2018	Tazewell	CERAMIC TILE FISHER	AI	BLD		31.78	1.5	1.5	2	2	8.5	17.37	0	0.63
8/15/2018	Tazewell	ELECTRIC PWR EDMT OP	AI	ALL		45.09	1.5	1.5	2	2	10.35	11.42	0	0.8
8/15/2018	Tazewell	ELECTRIC PWR-GRNDMAN	AI	ALL		54.52	1.5	1.5	2	2	7.1	12.62	0	0.45
8/15/2018	Tazewell	ELECTRIC PWR-GRNDMAN	AI	ALL		56.52	1.5	1.5	2	2	6.87	8.62	0	0.31
8/15/2018	Tazewell	ELECTRIC PWR-GRNDMAN	AI	ALL		50.11	1.5	1.5	2	2	7.25	14.03	0	0.79
8/15/2018	Tazewell	ELECTRIC PWR-GRNDMAN	AI	ALL		32.32	1.5	1.5	2	2	6.72	9.05	0	0.41
8/15/2018	Tazewell	ELECTRICIAN	AI	BLD		36.51	1.5	1.5	2	2	7.65	11.64	0	0.8
8/15/2018	Tazewell	ELECTRICIAN	AI	BLD		28.62	1.5	1.5	2	2	0	2.24	0	0
8/15/2018	Tazewell	ELECTRONIC SYS TECH	AI	BLD		44.78	1.5	1.5	2	2	15.43	16.61	3.38	0.61
8/15/2018	Tazewell	ELEVATOR CONSTRUCTION	AI	BLD		35.37	1.5	1.5	2	2	10.85	6.3	0	1.25
11/5/2018	Tazewell	GLAZIER	AI	BLD		43.7	1.5	1.5	2	2	12.92	13.16	0	0.72
8/15/2018	Tazewell	HYDROST INSULATOR	AI	BLD		32.41	1.5	1.5	2	2	11.01	16.12	0	0.74
8/15/2018	Tazewell	IRON WORKER	AI	BLD		37.44	1.5	1.5	2	2	11.01	8.41	0	0
8/15/2018	Tazewell	IRON WORKER	AI	HWY		25.89	1.5	1.5	2	2	7.8	18.85	0	0.8
8/15/2018	Tazewell	LABORER	NW	BLD		32.62	1.5	1.5	2	2	6.3	16.96	0	0.8
8/15/2018	Tazewell	LABORER	NW	BLD		28.62	1.5	1.5	2	2	9.25	15	0	0.8
8/15/2018	Tazewell	LABORER	SE	BLD		32.63	1.5	1.5	2	2	9.25	15	0	0.8
8/15/2018	Tazewell	LABORER	SE	BLD		32.46	1.5	1.5	2	2	8.55	18	0	0.54
8/15/2018	Tazewell	LATHER	AI	BLD		33.98	1.5	1.5	2	2	9.49	13.91	0	0
8/15/2018	Tazewell	MACHINERY MOVER	ALL	HWY		48.18	1.5	1.5	2	2	7.23	8.49	1.85	1.47
8/15/2018	Tazewell	MACHINIST	AI	BLD		30.88	1.5	1.5	2	2	10.35	11.13	0	0.8
8/15/2018	Tazewell	MARBLE FINISHERS	AI	BLD		31.78	1.5	1.5	2	2	10.35	11.32	0	0.82
8/15/2018	Tazewell	MARBLE MASON	AI	BLD		34.02	1.5	1.5	2	2	8.45	17.72	0	0.54
8/15/2018	Tazewell	MILLWRIGHT	AI	BLD		31.74	1.5	1.5	1.5	1.5	8.45	17.72	0	0.52
8/15/2018	Tazewell	MILLWRIGHT	AI	HWY		35.01	1.5	1.5	2	2	8.55	18.8	0	0.52

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein; seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, Interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- E. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- F. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- G. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- H. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- I. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall

provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in

addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with

such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
 - D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
 - E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may

request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make

written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent

to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and

approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 - 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 - 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 - 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 - 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 - 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 - 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 - 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
 - 1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 - 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop

Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance

of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

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

design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such

changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and

11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in

writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A

denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from

subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly

attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

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

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in

- progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from

workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended

purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and

- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract

Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

SUPPLEMENTARY CONDITIONS

Prepared by



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Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A. *Copies of Documents*

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three (3) copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.06 *Hazardous Environmental Conditions*

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 *Contractors Liability Insurance*

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory

Employer's Liability:

Bodily injury, each accident	\$ 1,000,000
------------------------------	--------------

- | | |
|---|--------------|
| Bodily injury by disease, each employee | \$ 1,000,000 |
| Bodily injury/disease aggregate | \$ 1,000,000 |
| Foreign voluntary worker compensation | Statutory |
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
- | | |
|---|--------------|
| General Aggregate | \$ 2,000,000 |
| Products - Completed Operations Aggregate | \$ 2,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |
| Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:
- Bodily Injury:
- | | |
|---------------|--------------|
| Each person | \$ 1,000,000 |
| Each accident | \$ 1,000,000 |
- Property Damage:
- | | |
|---------------|--------------|
| Each accident | \$ 1,000,000 |
|---------------|--------------|
4. Excess or Umbrella Liability:
- | | |
|-------------------|--------------|
| Per Occurrence | \$ 2,000,000 |
| General Aggregate | \$ 2,000,000 |
5. Contractor's Pollution Liability:
- | | |
|-------------------|---------|
| Each Occurrence | \$ N.A. |
| General Aggregate | \$ N.A. |
- ☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract
6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:
- a. City of Pekin, IL

7. Contractor's Professional Liability:

Each Claim	\$ N.A.
Annual Aggregate	\$ N.A.

SC-6.05 Property Insurance**SC-6.05.A.1. Add the following new subparagraph after subparagraph 6.05.A.1:**

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
 - i.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

- 14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
- 15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**SC-7.02 Labor; Working Hours****SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC 7.09 Taxes**SC-7.09 Add a new paragraph immediately after Paragraph 7.09.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 *Project Representative*

SC-10.03. Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions,

together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor,
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 Substantial Completion

SC 15.03.8 Add the following new subparagraph to Paragraph 15.03.8:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of mutually agreed upon entity, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a

written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

- A. In most jurisdictions in the United States, as a general matter each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Some legal authorities believe that this general rule encourages claims and disputes, because claimants have little concern that they will be forced to pay for the opposing party's fees if the claim fails. Other authorities take the opposite view—that the enticing prospect of not only prevailing but also of having one's own fees paid by the opponent would encourage overly aggressive pursuit of claims (or overzealous defense against valid claims).

ARTICLE 18 – MISCELLANEOUS

SC-18.09 Add the following new paragraph immediately after Paragraph 18.08.

18.09 Certified Payroll Requirements (Public Act 94-0515)

1. Contractor and subcontractors on public works projects must submit certified payroll records on a weekly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
2. The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number.

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner: City of Pekin, IL

Engineer's Project No.:

Contractor:

Engineer:

Project: Front St. & 5th St. Sewer Lining

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$

[increase] [decrease].

Contract Time days

[increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Title:

Title:

Executive Director

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Change Order No. _____

Date of Issuance: _____
 Owner: City of Pekin, IL
 Contractor: _____
 Project: Front St. & 5th St. Sewer Lining

Effective Date: _____
 Engineer's Project No.: _____
 Engineer: _____

Date of Issuance: _____ Effective Date: _____

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

Description: _____

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Field Order No. _____

Date of Issuance: _____

Effective Date: _____

Owner: City of Pekin, IL

Engineer's Project No.: _____

Contractor: _____

Engineer: _____

Project: Front St. & 5th St. St. Sewer Lining

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____

Specification(s)

Drawing(s) / Detail(s)

Description: _____

Attachments: _____

ISSUED:

RECEIVED:

By: _____

Engineer (Authorized Signature)

By: _____

Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Copy to: Owner

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The Project consists of sanitary sewer system rehabilitation, as shown on Contract Documents prepared by the City of Pekin, IL.
- B. The Work consists of the following:

Cleaning and television inspection of approximately 738 LF of 30" circular and 404 feet of 33" tear drop equivalent sanitary sewer, relining approximately 738 LF of 30" circular and 404 feet of 33" tear drop equivalent sanitary sewer by cured in place pipe (CIPP) lining, and cutting protruding laterals off flush.
- C. The sewer shall remain in service for the duration of the project including all residential and commercial sewer services. Bypass pumping shall be included in the existing unit price bid items.
- D. Contractor shall field verify all depths, locations and information provided on the plans regarding Sanitary Sewers, Manholes, Service Laterals, Cleanouts, Bypass Pump Options, and other Utilities.

1.3 PROJECT SEQUENCING

- A. N/A

1.4 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in easement and right-of-way areas indicated; allow for Owner occupancy and use by the public.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - 3. Burial of Waste Materials: Do not dispose of organic and hazardous material on

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01010 - SUMMARY OF WORK

site, either by burial or by burning.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01010

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Special Provisions, and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Quality assurance submittals.
 - 6. O&M Manuals
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Applications for Payment.
 - 2. Performance and payment bonds.
 - 3. Insurance certificates.
 - 4. List of subcontractors.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
 - a. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.
 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 30 days on or before the Pre-construction meeting.

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

- I. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Schedule Updating: Revise the schedule monthly where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2-in. x 11-in. (215 mm x 280 mm) but no larger than 36-in. x 48-in. (890 mm x 1220 mm).
 7. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

8. Submit a minimum of two (2) copies of shop drawings to the Architect/Engineer. After shop drawing review by the architect/engineer, the Contractor shall distribute copies of the stamped sepia as required to properly conduct the work; including requirements of the operating manual. After shop drawing review, one print shall be retained by the Architect/Engineer and one by the General Contractor. Shop drawings shall be submitted for all items on the drawings or in the specifications.
9. Shop drawings shall show general arrangements, dimensions and details for construction. Review of shop drawings, however, shall cover general design and arrangement only. Shop drawing review by the Architect/Engineer is not for quantity. Such review shall neither relieve this Contractor from his responsibility for proper construction or accuracy of measurements, nor from the necessity of furnishing the proper quantity and the labor and material required by the original drawings, but not shown on said drawing when approved. The Contractor and his Subcontractor(s), the Supplier and Manufacturer shall have reviewed and approved the shop drawings before items are ordered or fabricated for the project. Work shall not proceed on site without shop drawings reviewed and coordinated with all applicable trades.
10. Shop drawings shall be submitted in sufficient time to prevent construction delay; the Contractor shall examine all shop drawings before submittal to the Architect/Engineer and shall certify that they are in accordance with his interpretation of the project.

1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

1.7 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with all specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
 - 2. Guarantee: A guarantee to make any necessary revisions or replace the equipment if it is determined after initial start up that the equipment or ancillary components will not meet the detailed requirements and intent of the Specifications.
- C. If a submittal item is not in complete compliance with the requirements of the specifications, a list of exceptions should be included with the submittal indicating the differences or deviation from the specification. If enclosing deviations or differences from the specification, the submittal should still be certified as in compliance with the specifications with the noted exceptions.

1.8 OPERATIONS AND MAINTENANCE (O&M) MANUALS (Not Applicable)

- A. The Contractor and his Equipment Supplier/Manufacturer shall provide complete Operations and Maintenance Manuals where identified in the individual specification sections.
- B. O&M Manuals shall be provided after final approval of the shop drawings but prior to on-site delivery of the equipment. O&M Manuals shall be submitted to the Engineer and Owner for review and comment.
- C. O&M Manuals shall have been reviewed and corrected and provided to the Owner in final approved form a minimum of 60 working days prior to scheduled startup testing of the equipment on site.
- D. The final approved O&M Manuals shall be the basis for the scheduled Operator training after startup and shall be presented and reviewed for the benefit of the Owner's operating staff at the time of equipment startup.
- E. O&M Manuals shall be submitted in four copies in three-ring binder form and be titled, indexed and sectioned by component item.
- F. An electronic copy (CD-Diskette) of the approved final O&M Manual shall be provided for inclusion into the Owner's Electronic Service Manual.

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FRONT ST. & 5TH ST. SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

- G. The O&M Manuals shall include the following as a minimum:
1. Complete nameplate data, tabulated by component, for all components supplied.
 2. Serial numbers for all components.
 3. Startup data and copies of startup inspection test certificates.
 4. Startup setpoints, control/operation parameters and ranges as applicable.
 5. Milestone dates (manufacture, delivery, commissioning).
 6. Technical data sheets edited to the equipment supplied.
 7. Clean/legible sheets (original) that can be scanned.
 8. Any generic data sheets, literature, information shall be edited and specific to the exact equipment supplied.
 9. Information and maintenance manuals/documentation shall be supplied for all components on an applicable equipment supply.
 10. Lubrication materials, suppliers and alternates and sources.
 11. Part sources, parts lists, alternate sources.
 12. General product literature.
 13. All points of contact (address, name, phone, fax, e-mail, website) for the contractor, manufacturer, supplier, vendor, parts sources, sub-manufacturer(s), sub-supplier(s).
 14. Suitable and complete excerpts of the final approved shop drawings (layouts, equipment details, component drawings, equipment lists, design and performance criteria, section/elevation drawings, schematics).
 15. Warranty information.

1.9 WARRANTIES

- A. Submit completed and certified Warranty Certificates for the term and requirements as detailed in the specifications with Warranty initiated per Special Provision Item 95.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01300

CITY OF PEKIN, IL
FRONT STREET & 5TH STREET SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01400 – QUALITY ASSURANCE AND CONTROL (QA/QC) REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Special Provisions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Quality Assurance and Control Requirements as specified herein are critical to effective execution of the specified work and will be strictly enforced. No work on any aspect of the project is to proceed without the Quality Assurance and Control Procedures implemented, maintained and executed throughout the full term of the contract work.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
- D. Related Sections include the following:
 - 1. Divisions 2 for specific test, inspection, quality assurance and equipment/facility check-out and start-up requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with the Plans and Specifications and/or approved Shop Drawings and specific requirements of applicable product manufacturers.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with the Plans and Specifications and/or approved Shop Drawings and specific requirements of applicable product manufacturers. Services do not include contract enforcement activities performed by Architect-Engineer or Owner.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both.
- D. Testing laboratory shall mean the same as testing agency.

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01400 – QUALITY ASSURANCE AND CONTROL (QA/QC) REQUIREMENTS

1.4 QUALITY ASSURANCE REQUIREMENTS

A. Submittals

1. Provide submittals as outlined in SECTION 01300 – SUBMITTALS and Individual Specification Sections. Submittals shall be reviewed, processed and approved before equipment production or execution of any applicable construction.
2. **Provide a Schedule and Work Plan in accordance with SECTION 01300 – SUBMITTALS before proceeding with any construction.** The work plan shall identify “milestones” in the work. These “milestones” define critical junctures in the work at which specific elements in the project are to receive quality control inspections. In preparing the plan, the contractor must take into consideration the coordination elements and requirements of other trades working on a specific work item. The work plan shall be maintained throughout the duration of the construction and be updated on a monthly basis to reflect any changes or adjustments in the proposed work.
3. Provide work history and qualifications and assigned duties/responsibilities of all applicable project management and Supervisory personnel on the project demonstrating experience and capability to perform the contracted work and provision of adequate and comprehensive supervision of all aspects of the proposed work.
4. Submit Certification of Qualifications for the following personnel, as applicable to the contract work:
 - a. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - b. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - c. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
 - d. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - e. Provide Welder, Installer, or Fabricator qualifications as outlined in the Quality Assurance Section of the individual specifications as applicable to the contract work.

END OF SECTION 01400

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 2- SITEWORK
SECTION 02951 – FLOW DIVERSION PLAN

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section covers the minimum requirements for bypass pumping/flow diversion necessary to facilitate sewer line construction, inspection and/or sewer line rehabilitation activities.
- B. The contractor shall conduct and schedule installation, operations and cleanup activities in a manner to minimize the obstruction and inconvenience to traffic, pedestrians, businesses, property owners or tenants. Precautions shall be taken to ensure that flow diversion operations shall not cause flooding or damage to public or private properties. In the event flooding or damage occurs, the Contractor shall make provisions to correct such damage at no additional cost to OWNER. Contractor shall be responsible for any damages to public or private property, overflows from the sewer system and violations resulting in fines as a result of his operations.
- C. The Contractor shall take such precautions during construction to avoid the introduction of any material, product, compounds, or by-products to the sewers that may cause a blockage or interfere with the operations of the wastewater treatment plant.

PART 2 SUBMITTALS

2.1 GENERAL: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections:

- A. The Contractor shall prepare a detailed Flow Diversion Plan that describes the measures to be used to control flows. The Contractor shall submit the Flow Diversion Plan to and obtain approval from the Owner's Representative prior to beginning any flow control work. The Flow Diversion Plan shall include, but is not limited to the following:
 1. Sketch Map of each location where flow diversion will be required showing the location of flow diversion structures, collapsible sewer plugs, dams, pumps, discharge piping and related materials and equipment.
 2. Pump sizes and flow rates. Assume at a minimum that the pipe is flowing full, there is a possibility that the pipes will be surcharged.
 3. Destination of bypassed flows including routing of force mains and discharge hoses and the provisions for vehicular and pedestrian traffic as necessary.
 4. If hoses or pipes are laid out across roads or driveways, vehicular traffic will not be allowed to drive over the hoses or pipes. Use of ramps or traffic controls will be allowed, but will be evaluated in the submitted plan.
- B. Certification that the number and size of pumps utilized in bypass pumping shall be such that if the largest pump is out of service, bypass flows will be maintained during the bypass operation.

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FRONT ST. & 5TH ST. SEWER LINING

DIVISION 2- SITEWORK
SECTION 02951 – FLOW DIVERSION PLAN

- C. Certification that the discharge piping or hoses are capable of handling the projected flows with the line or hose having the largest capacity being out of service.
- D. Where the flow control mechanism is not sufficient to handle a wet weather event, the flow diversion system shall be capable of quick removal so as not to create an overflow to surface waters, overflow to ground, or back-up in buildings.

PART 3 PRODUCTS - *NOT USED*

PART 4 EXECUTION

- 4.1 The Contractor shall provide all labor, equipment, supervision and materials necessary to reduce/control flows via sewage flow control mechanisms or eliminate flows via double bypass pumping through a location designated for construction, inspection and/or rehabilitation. Flow diversion may be accomplished by the use of pipes, chases, fluming, bypass pumping, or other appropriate methods as approved by the Owner's representative.

Plugging of any sewer line shall not be permitted without bypassing. Any service laterals connecting to the system that will be out of service for more than two (2) hours shall be bypassed to a sanitary sewer.

- 4.2 The Contractor shall assume all responsibility for notification to and coordination with all property owners, tenants, and users of a building or facility whose sewer laterals will be out of service during the Work. Notifications shall be in writing via door hanger, door flier or U.S. mail. Notification shall be given 48-hours in advance of loss of service, (excluding weekends and holidays). The notice shall include the project name, the Owner's emergency contact number, and the Contractor's local 24-hour contact number for residents to call if they have questions or encounter problems.

PART 5 MEASUREMENTS AND PAYMENT

- 5.1 Preparation and Implementation of the flow diversion plan with all required equipment shall be included in the contract bid prices for mobilization, complete.

END OF SECTION 02951

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 2- SITEWORK
SECTION 02952 – SEWER CLEANING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division 1 Specifications, Apply to this section.

1.2 SUMMARY

- A. This section includes sewer line cleaning, manhole cleaning, and internal obstruction removal.
- B. Cleaning shall remove sediment, rocks, debris, roots, grease, scale, bricks, and obstructions from length of sewer and manholes to be lined or televised. Cleaning of sewer and manhole walls in vicinity of lining shall remove grease, scale, encrustation, and loose mortar so that no foreign intrusion shall cause imperfections in lining (e.g. bumps, folds, dimples).
- C. The cleaning method shall not be so aggressive as to damage or remove remaining concrete, or aggregate from the sewer pipe wall.
- D. Related Sections:
 - 1. Section 02951 - Flow Diversion Plan
 - 2. Section 02953 – Television Inspection
 - 3. Section 02957 – Sewer Lining

1.3 SUBMITTALS

- A. Submit information that identifies methods that will be used to remove sediment, debris, grease, scale, encrustations, loose concrete, and roots throughout section of sewer to be cleaned, including:
 - 1. Detailed explanation of cleaning process.
 - 2. Schedule of activities.
 - 3. References where identified cleaning method has been used successfully in the past by Contractor.
 - 4. List of the actions to mitigate impact to the City of Pekin during cleaning operation.
- B. Emergency response plan detailing the procedures to be used in the event of sewer overflow, service backup, sewage or chemical spill, traffic accident or emergency situations. The plan shall include emergency (24/7) contact numbers for the contractor,

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FRONT ST. & 5TH ST. SEWER LINING

DIVISION 2- SITEWORK

SECTION 02952 – SEWER CLEANING

emergency responders, and equipment or material suppliers. Each of the contractor's crews shall maintain a copy of the emergency response plan on site at all times.

- C. Approved Flow Diversion Plan as specified in Section 02951.
- D. Any shipping, storage, or safety requirements for the materials; this shall include MSDS documentation.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Do not use chemicals without written approval of Engineer. Do not use chemicals which may be considered hazardous or detrimental to organisms or equipment of wastewater treatment plant or to buildings and service lines connected to sewer.

2.2 EQUIPMENT

- A. Equipment shall be capable of removing dirt, grease rocks, sand, roots, and other materials and obstructions from sewer lines and manholes without damaging the structural integrity of the sewer line or manhole or service lateral. Chain type cutters are not allowed.

2.3 WATER

- A. When water from fire hydrants is necessary, coordination with the Utility (City of Pekin & ILAW) for permission to use potable water source, and metering device. Water shall be paid for by the contractor as a base bid requirement.
- B. Provide temporary piping, valves, certified reduced pressure backflow preventers, equipment, and other items for handling potable water as required by the Utility.
- C. Do not utilize water source until it has been approved for use by Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Contractor shall be aware of flow conditions, and be able to identify potential access problems to sewer access points.

3.2 APPLICATION

- A. Line Cleaning: Clean designated sewer lines using approved methods and equipment.

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 2- SITEWORK

SECTION 02952 – SEWER CLEANING

1. Remove internal obstructions such as roots or gaskets by trenchless techniques when obstruction encountered prevents further pipe cleaning.
 - a. Provide special attention during cleaning operation to assure almost complete removal of roots from joints.
 - b. When specified, CONTRACTOR shall remove protruding lateral connections via the use of internal cutting devices which are capable of providing a smooth lateral cut at its internal connection to the sewer. Some of the protruding laterals are located adjacent to voids in the pipe. The protruding laterals are indicated on the plans and inspection sheets. They are also visible in the videos provided during bidding. Point repairs if needed, due to damage to the lateral or mainline sewer shall be at the CONTRACTOR'S expense.
 - c. Utilize Self-Propelled Robotic Cutter that can be camera monitored throughout the process only. Chain type aggressive cutters that can damage the pipe or lateral are not allowed.
 2. If cleaning of entire section cannot be successfully performed from one manhole, set up equipment at other manhole and attempt cleaning again.
 - a. If successful cleaning cannot be performed or equipment fails to traverse entire sewer line section, it will be assumed that major blockage exists.
 - b. Temporarily suspend cleaning effort and immediately notify Engineer.
 - c. Upon removal of obstruction, complete cleaning operation.
 3. Employ satisfactory precautions to protect sewer line from damage that might be inflicted by improper use of cleaning equipment.
 - a. Immediately notify Engineer if fresh soil, pieces of pipe, or other visible signs of potential problems occur during cleaning operation.
 - b. Insure that water pressure created does not cause damage due to flooding of property being served by sewer section(s) involved.
- B. Removal of Debris: DO NOT Flush debris downstream. In the event that debris removal is necessary, Vector out at downstream trap location.
- C. Do not discharge sewage or solids removed from downstream manholes, onto streets, or into ditches, catch basins or storm drains.

CITY OF PEKIN, IL
FRONT ST. & 5TH ST. SEWER LINING

DIVISION 2- SITEWORK

SECTION 02952 – SEWER CLEANING

3.3 FIELD QUALITY CONTROL

- A. Inspection: Provide television inspection per Section 02953, "Television Inspection."
- B. Where cleaning is in preparation for sewer line rehabilitation, cleaning shall pass Mandrel test in accordance with Section 02957, "Sewer Trunk Lining".

3.4 CLEANING

- A. Keep premises free from accumulations of waste materials, rubbish and other debris resulting from Work by removing all debris from the site or stockpiling at an Owner specified or approved location.
- B. Do not store tools, construction equipment and machinery, and surplus materials on site. Tools, equipment and materials may be stored at an Owner specified or approved location.
- C. Restore to original condition portions of site not designated for alterations by Contract Documents.

3.5 NOTICE OF WORK

- A. Maintain flow through the manhole throughout the duration of the project. Any service laterals connecting to the manhole that will be out of service for more than two (2) hours shall be bypassed to a sanitary sewer.
- B. Provide 48 hour written notice to any residence that will be affected by service interruptions, parking restrictions, or construction activities. Said written notice shall include a local telephone number of the Contractor for inquires or complaints.
- C. Provide 48 hours notice to Engineer/Owner before commencing work at any site.
- D. Follow procedures for double bypass pumping, traffic control, vehicular and pedestrian crossing and ramping as specified in the flow diversion plan.

3.6 CONTRACTOR EXPERIENCE

- A. Current documentation, furnished by the manufacturer of the product being used, certifying that the Contractor's training; personnel and equipment fully comply with the manufacturer's Quality Assurance requirements.
- B. Contractor shall furnish five (5) verifiable references, indicating that the Contractor has successfully cleaned the same material as specified herein in a similar environment.

END OF SECTION 02952

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DIVISION 2 – SITEWORK

SECTION 02953 – TELEVISION INSPECTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division 1 Specifications, Apply to this section.
- B. Furnish all labor, materials, services and equipment to complete television as specified herein for sewer lines to be re-lined.

1.2 SUMMARY

- A. Section includes internal television (TV) inspection of sewers and manholes.
 - 1. Inspect sewer interior and/or manhole interior using color closed-circuit television (CCTV) camera, and document inspection on a USB flash drive with audio location and date information, title information, and continuous tape counter. Provide hard copy of inspection logs.
- B. Related Sections:
 - 1. Section 02951 – Flow Diversion Plan
 - 2. Section 02952 – Sewer Cleaning.

1.3 SUBMITTALS

- A. Quality Assurance: Submit one USB flash drive of sewer inspection work that shows operational and structural defects in sewers, complete with audio commentary and inspection log(s). Prior to submittal finalize the USB flash drive to prevent rerecording.
 - 1. USB flash drive and inspection logs will be reviewed to determine if quality of CCTV image is acceptable, and if defects were properly identified and documented according to Engineer requirements.
 - 2. Modify equipment and/or inspection procedures to achieve report material of acceptable quality.
 - 3. Do not commence Work prior to approval of report material quality by the Engineer. Upon acceptance, report material shall serve as standard for remaining Work.
- B. Inspection Logs: Unless otherwise indicated, submit inspection logs that include the following as a minimum:

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SECTION 02953 – TELEVISION INSPECTION

TELEVISION INSPECTION

1. Project title
 2. Name
 3. Time of day
 4. Company Name
 5. Manhole to manhole pipe section
 6. Pipe segment length
 7. Pipe material
 8. Line size
 9. Compass direction of viewing
 10. Direction of camera travel
 11. Pipe depth
 12. Operator name
 13. Tape counter reading at beginning and end of each manhole to manhole pipe segment.
 14. Location and orientation of all service lateral connections and whether such services appear to be active or plugged.
 15. Location of all apparent defects including but not limited to cracked pipes, offset or leaking joints, infiltration and inflow, root intrusion, etc.
- C. USB flash drive: Submit completed USB flash drive after cleaning and after sewer rehabilitation. Prior to submittal, finalize the USB flash drive to prevent re-recording. USB flash drive must be in a readable with standard viewing software such as Windows Media Player, and if a specific program is needed please submit for preapproval.
- D. Maintain copy of all inspection documentation (USB flash drive, databases, and logs) for duration of Work and warranty period.
- E. Submit an emergency response plan detailing the procedures to be used in the event of sewer overflow, service backup, sewage or chemical spill, traffic accident or emergency situations. The plan shall include emergency (24/7) contact numbers for the contractor, emergency responders, and equipment or material suppliers. Each of the contractor's crews shall maintain a copy of the emergency response plan on site at all times.
- F. Approved Flow Diversion Plan as specified in Section 02951.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. USB Flash Drive: 120 minute minimum, high-quality color
1. Audio portion of composite flash drive shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of oral report.

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2. Store with temperature range of 45 to 80 degrees F (7 to 27 degrees C) in an appropriate case to prevent damage
 3. Identify each USB flash drive with tape labels showing City's name, Contractor's name, and each manhole-to-manhole pipe segment of sewer line represented on USB flash drive or provide an index or table of contents if more than one segment is on the USB flash drive.
- B. Television Inspection Camera(s): Equipped with rotating head, capable of 90- degree rotation from horizontal and 360-degree rotation about its centerline.
1. Minimum Camera Resolution: 400 vertical lines and 460 horizontal lines.
 2. Camera Lens: Not less than 140 degree viewing angle, with automatic or remote focus and iris controls.
 3. Focal Distance: Adjustable through range of 6 inches (152 mm) to infinity.
 4. Camera(s) shall be intrinsically safe and operative in 100 percent humidity conditions.
 5. Lighting Intensity: Remote-controlled and adjusted to minimize reflective glare.
 6. Lighting and Camera Quality: Provide clear, in-focus picture of entire inside periphery of sewer.
- C. Footage Counter: Measures distance traveled by camera in sewer, accurate to plus or minus 2 feet (0.6 m) in 1,000 feet (305 m).
- D. USB Flash Drive Titling: Each segment shown on the USB flash drive should have its own Chapter titled with the beginning and end point of the pipe segment.
- E. The TV video shall be of sufficient quality for the Owner and Engineer to determine the level of deterioration of the pipe.

PART 3 EXECUTION

3.1 SEWER FLOW REQUIREMENTS

- A. Do not exceed depth of flow shown in Table 1 for respective pipe sizes as measured in manhole when performing TV inspection.
- B. When depth of flow at upstream manhole of sewer line section being worked is above maximum allowable for TV inspection, reduce flow to level shown in Table 1, by plugging or blocking of flow, or by pumping and bypassing of flow as specified. Comply with requirements of Section 02951, Flow Diversion Plan to reduce flow.

SEWER FLOW REQUIREMENTS FOR TELEVISION TABLE 1	
Nominal Pipe Diameter	Maximum Depth of Flow for TV Inspection
6" - 10"	25 percent of pipe diameter
12" - 30"	20 percent of pipe diameter

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SECTION 02953 – TELEVISION INSPECTION

3.2 SEQUENCE OF WORK

- A. Clean sewer lines and manholes in accordance with requirements of Section 02952, Sewer Cleaning.
- B. Perform TV inspection of entire sewer to be lined to field verify all laterals and determine pipe condition. Inspection must be witnessed by Engineer's Representative to verify laterals and to ensure all lines are appropriately cleaned.
- C. For segments to be relined install sewer pipe lining in accordance with requirements of Section 02957 Sewer Trunk Lining and Section 02958 Manhole Lining System.
- D. Repeat TV inspection in same direction as previous inspection, after completed installation of sewer pipe and manhole lining.
- E. Repeat entire TV inspection in same direction manhole to manhole as previous inspection, after all repairs to sewer lining defects are completed within a pipe segment.

3.3 INSPECTION REQUIREMENTS

- A. Access: Engineer shall have access to observe monitor and other operations at all times.
- B. USB Flash Drive Commentary: Record the following information on audio track of inspection USB flash drive: narrative of location, direction of view, manhole numbers, pipe diameter and material, date, time of inspection, and location of laterals and other key features.
 1. USB flash drive shall visually display this information at beginning and end of each manhole-to-manhole pipe segment.
 2. USB flash drive between manholes shall visually display length in feet from starting point of given segment.
- C. Sewer Identification: USB flash drive and inspection documentation shall include sewer line and manhole identifiers shown on Drawings provided by Engineer.
- D. Image Perspective: Camera image shall be down center axis of pipe when camera is in motion.
 1. Provide 360-degree sweep of pipe interior at points of interest, to more fully document existing condition of sewer.
 2. Points of interest may include, but are not limited to the following: defects, cracks, voids, connections, encrustations, mineral deposits, debris, sediment, and any location determined not to be clean or part of an improper liner installation, and defects in liner that include, but are not limited to bumps, folds, tears, and dimples.
 3. Cabling system employed to transport camera and transmit its signal shall not obstruct camera's view.

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- E. Sewer Reach Length: Physically measure and record length of each sewer reach from centerline of its terminal manholes.
- F. Inspection Rate: Camera shall be pulled through sewer in either direction, but both inspections are to be in same direction. Maximum rate of travel shall be 30 feet (9m) per minute when recording.

3.4 FIELD QUALITY CONTROL

- A. Engineer will review videotapes and logs to ensure compliance with requirements listed in this specification, and Sections 02952, Sewer Cleaning.
- B. If sewer line in the opinion of Engineer or Owner is not adequately clean, it shall be re-cleaned and CCTV-inspected by Contractor at no additional cost.
- C. If the liner in the opinion of Engineer or Owner has not been properly installed, it shall be reinstalled and CCTV-inspected by Contractor at no additional cost.

3.5 NOTICE OF WORK

- A. Provide 48-hour written notice to any residence that will be affected by service interruptions, parking restrictions, or construction activities. Said written notice shall include a local telephone number of the Contractor for inquires or complaints.
- B. Provide 48-hours notice to Engineer/Owner before commencing work at any site.
- C. Follow procedures for bypass pumping, traffic control, vehicular and pedestrian crossing and ramping as specified in the flow diversion plan.

3.6 CONTRACTOR EXPERIENCE

- A. Contractor shall submit current documentation, furnished by the manufacturer of the product being used, certifying that the Contractor's training; personnel and equipment fully comply with the manufacturer's Quality Assurance requirements.
- B. Contractor shall furnish five (5) verifiable references, indicating that the Contractor has successfully televised sanitary sewers as specified herein in a similar environment.

END OF SECTION 02953

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DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. It is the intent of this specification to provide for the rehabilitation of sewer lines by the installation of a continuous, tight fitting watertight pipe-within-a-pipe, extending from manhole to manhole. The work shall be accomplished by installing a cured-in-place pipe (CIPP) resin-impregnated flexible tube, into the existing sewer. When the flexible tube is held against the existing pipe using either hydrostatic or air pressure, the resin is thermally cured.

1.2 SUMMARY

- A. The contractor shall conduct and schedule installation operations and cleanup activities in a manner to minimize the obstruction and inconvenience to traffic, pedestrians, businesses, property owners or tenants.
- B. The contractor shall take such precautions during construction to avoid the introduction of any material, product, compounds, or by-products to the sewers that may cause a blockage or interfere with the operations of the wastewater treatment plant.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02951 - Flow Diversion Plan
 - 2. Section 02952 – Sewer Cleaning
 - 3. Section 02953 – Television Inspection

1.3 SUBMITTALS

- A. GENERAL: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections:
 - 1. Submittals for fabric tube and resin system shall include:
 - a. Type of material and manufacturer to be used; including ASTM references, material composition, specifications, physical properties and chemical resistance and catalog data showing any clarifications and updates.

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- b. Shop drawings and manufacturers' detailed description of the installation process to be used for the installation of the material. This will include the manufacturer's recommend mix design, additives and set times.
 - c. Detailed Manufacturer's recommendations for the handling, storage and transportation of the material or its components.
 - d. Certification that backup equipment is on-site and set-up for the bypass pumping.
 - e. Design calculations, accompanied with the pre-installation video logs for each sewer segment to be rehabilitated, identified station number, with the design meeting the requirements of a partially deteriorated design or fully deteriorated design as identified by the City and Engineer using the televised inspection or as indicated on the plans. The thickness of the CIPP shall be determined by the Contractor and lining manufacturer. The pre-installation video shall document the location of all active and inactive service connections. Active connections shall include the location in feet from the closest manhole.
 - f. The CIPP shall be manufactured and installed in accordance with either ASTM F1216-16, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube, by ASTM F1743-17 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled-In-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP), or by ASTM F2019-11
 - g. Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP).
 - h. Demonstration and Certification that CIPP can be installed through the bends as shown on the plans.
 - h. Detailed description of field testing processes and procedures.
- B. Certification from manufacturer that the Contractor is an approved installer of the material or system. Certificates of training, issued by the manufacturer or an approved, independent third party organization, for each member of the contractor's crew.
- C. Current documentation, furnished by the manufacturer of the product being used, certifying that the Contractor's training; personnel and equipment fully comply with the manufacturer's Quality Assurance requirements.
- D. Contractor shall furnish five (5) verifiable references, indicating that the Contractor has successfully installed the same material as specified herein in a similar environment.
- E. Emergency response plan detailing the procedures to be used in the event of a pump or equipment failure, sewer overflow, service backup, sewage or chemical spill, traffic accident or emergency situations. The plan shall include emergency (24/7) contact numbers for the contractor, emergency responders, and equipment or material suppliers. Each of the contractor's crews shall maintain a copy of the emergency response plan on site at all times.
- F. Approved Flow Diversion Plan as specified in Section 02951.

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- G. Any shipping, storage, or safety requirements for the materials; this shall include MSDS documentation.

1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the requirements of the following as modified herein.
1. Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, hereinafter referred to as the Standard Specifications shall apply as modified below and by the Special Provisions Modifying the Standard Specifications.
 - a. Division I and VI of Standard Specifications do not apply.
 - b. Reference sections to measurement and basis of payment do not apply.
- B. Any necessary surface or submerged restoration required to execute the work shall be performed in accordance with the above standard (1.4.A).

PART 2 PRODUCTS

2.1 FABRIC TUBE

- A. The fabric tube shall be continuous in length and shall consist of one or more layers of absorbent textile material, compatible with the resin to be used and shall meet the requirement of ASTM F1216, F1743, or F-2019.
1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
 2. The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe as described on the drawings. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 3. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
 4. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 5. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or

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identifying symbol. The tubes must be manufactured in the USA.

2.2 RESIN SYSTEM

- A. The resin system shall be a corrosion resistant system conforming to ASTM D- 5813 10,000 hour test and upon curing meets ASTM F-1216, ASTM F-1743, or ASTM F-2019 (latest versions).

2.3 STRUCTURAL REQUIREMENTS

- A. The CIPP design shall assume no bonding to the original pipe wall.
- B. The Contractor must include in the design calculations long-term testing for flexural creep of the CIPP pipe material, and a percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing).
- C. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
- D. Design Conditions
 - 1. Safety Factor 2.0.
 - 2. Groundwater over top of pipe (submerged).
 - 3. Zero internal pressure (pipe empty).
 - 4. Soil depth 10 ft. minimum or per field verification.
 - 5. Soil density 120 lb/ft
 - 6. Soil type variable; Gravel/sand/silty clay mixture, Inorganic clays or clayey sands. Apply worst case soil type to liner design.
 - 7. Live load AASHTO HS-20.
 - 8. Fully deteriorated (structural) liner unless otherwise noted or identified in the plans and specifications.

2.4 CIPP APPROVED PATCH MATERIALS

- A. Fiberglass cloth and epoxy patch
 - 1. The preferred method of patching liner defects is to cutout the applicable lining segment for repair (as identified by televising inspection) and replace with the same lining material/system over the full pipe interior circumference.
 - 2. Acceptable alternate manufacturers
 - a. PerpetuWall PLS-650, Protective Lining Systems, c/o Mechanical Jobbers (Lithonia, GA) (770)482-5220.

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b. Or equal.

B. Materials of construction

1. Meets or exceeds strength requirements of the installed CIPP.
2. Inert when in contact with H_2S and H_2SO_4
3. Capable of bonding to substrate and CIPP.
4. Provide ASTM test results with shop drawings.

C. Substrate material

1. Material: PerpetuCrete PLS-507 microsilica manhole liner with Con Block MK, Protective Lining Systems c/o Mechanical Jobbers (770)482-5220.
2. Substrate shall be applied where needed to build up the patch so that the final patch has the same thickness as the CIPP.
3. Meets or exceeds strength requirements of the CIPP.
4. Inert when in contact with H_2S and H_2SO_4 .
5. Capable of bonding to CIPP and native pipe material.

D. Installation patch area

1. Preparation: Provide a smooth cut around area to be patched and remove imperfection in the CIPP. Where possible create a circumferential cut around the pipe diameter to create a surface the patch can bond to around the entirety of the pipe diameter.
2. Surface preparation: Performed in a manner and with a material that will not damage the CIPP.
3. Install substrate material to 125-180 mil thickness.
4. Install patch material to 3" thickness
5. Create smooth transition to the CIPP.

PART 3 EXECUTION

3.1 GENERAL

- A. Provide 48-hours notice to Engineer/Owner before commencing work at any site.
- B. Provide 48-hour written notice to any residence or facility that will be affected by service interruptions, parking restrictions, or construction activities associated with the installation of the CIPP. Said written notice shall include a local telephone number of the Contractor for inquiries or complaints.

3.2 UNSCHEDULED POINT REPAIRS

- A. If the pre-installation video of a sewer reveals that the sewer cannot be lined without the completion of unscheduled point repairs to the system, above and beyond the point

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repairs identified on the plans, the Contractor and the Owner will come to an agreement on the best course of action. The contractor will provide the point repair at the Unit Cost provided on the bid form, or in the absence of the unit cost based on a detailed labor and materials proposal/estimate subject to Owner/Engineer approval.

- B. Point repair piping shall be CL150 unlined Ductile Iron Pipe with banded concrete collar connections to the existing piping as detailed on the plans. The point repair pipe section will receive C.I.P. lining (same as existing piping) after the select point repair.

3.3 RESTORATION OF SEWER SERVICE

- A. After the CIPP has cured the Contractor shall reconnect, without excavation, all existing active manhole laterals.

3.4 EXISTING MANHOLES

- A. Prior to the installation of the CIPP, the Contractor shall install gasket end seals to the interior circumference of the existing sewer at the inlet and outlet of each manhole unless the manhole is being lined or as otherwise directed by the OWNER.
- B. The end seal material shall be "Insignia" Hydrophilic End Seal as manufactured by LMK Technologies, or approved equal. One seamlessly molded seal of neoprene rubber shall be positioned to the interior wall of sewer pipe with the help of retaining rings by the end seal manufacturer.
- C. Any existing manhole that needs to be modified or removed for the installation of the CIPP, shall be restored at the Contractors expense.

PART 4 QUALITY ASSURANCES

4.1 GENERAL

- A. All materials testing shall be performed by an approved, independent testing laboratory at the Contractor's expense. Samples shall be taken in the presence of the Owner's representative and the results of the testing shall be forwarded directly to the Owner's representative. All tests shall be performed in accordance with the applicable ASTM standards.
- B. After the work is completed, including the restored service connections, the contractor shall provide the Owner's representative with a post-installation video. Any defects noted on this post-installation video inspection shall be corrected by the Contractor at his expense and the line re-inspected.

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PART 5 MEASUREMENT and PAYMENT

- 5.1 Payment will be made for the actual length of cured-in-place-pipe installed, measured from centerline of manhole to centerline of manhole at the unit bid price. Any item not specified for payment will be considered as incidental to and included in the cost of the cured-in-place-pipe installation. This includes, but is not limited to, removal and replacement of the top sections of manholes (if necessary), surface restoration, preparation of the safety plan, permits, fees and licenses, testing, flow diversion, shop drawings, test samples, and the mobilization/demobilization of labor, equipment and materials to the job site.

PART 6 PERFORMANCE GUARANTEE AND WARRANTY

- 6.1 The contractor and liner manufacturer(s) shall warrant the liner installation and materials for 1 year following start up (after final televised inspection of the completed liner system).

END OF SECTION 02957

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DIVISION 2- SITEWORK

SECTION 02960 – TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division 1 Specifications, Apply to this section.

1.2 SUMMARY

- A. This section includes the furnishing of all labor, materials, equipment required for signs, signals, and lights.
- B. Related Sections:
 1. Section 02951 - Flow Diversion Plan
 2. Section 02730 - Sanitary Sewerage
 3. Section 02957 – Sewer Trunk Lining

1.3 SUBMITTALS

- A. A traffic control plan responsive to the "Manual on Uniform Traffic Control Devices for Streets and Highways". If the Contractor proposes to implement traffic control without modification to the plan provided, he shall submit a letter confirming that decision.

PART 2 PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

- A. Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the "Manual on Uniform Traffic Control Devices for Streets and Highways," these Specifications, any special details and Highway Standards herein and in the plans.

PART 3 EXECUTION

3.1 TRAFFIC CONTROL PLAN

- A. Abide by laws and regulations of governing authorities when using public roads. If Contractor's work requires that public roads be temporarily impeded or closed, approvals shall be obtained from governing authorities. Contractor must coordinate all activities with the RPR.
- B. Special attention is called to Articles 107.09, 107.14, 107.15, and 107.31 and Sections 1084 of the Standard Specifications, and the following IDOT Highway Standards relating to traffic control.

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SECTION 02960 – TRAFFIC CONTROL AND REGULATION

The Traffic Control Standards that are included in this set of specifications are listed below:

701006 701311 701301 701501 BLR 18-6

3.2 SEQUENCE OF OPERATIONS

- A. Prior to beginning construction operations, the Contractor shall submit to the Engineer for approval a Sequence of Construction Operations plan. No deviation from the approved sequence will be permitted except by written permission from the Engineer.
- B. The Contractor shall notify the Engineer 72 hours before (excluding Saturday and Sunday) of any impending street closing prior to beginning work and shall notify the Engineer when the street is opened. No streets shall be closed without prior notice to and approval by the Owner.
- C. Contractor shall maintain at all times a 10 foot wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use of emergency vehicles, or as otherwise provided in the traffic control plan.
- D. The Contractor will contact the resident 24 hours prior to crossing their driveway if access to driveway is altered. At the end of the work day, every residence shall have at least one access point.
- E. All open excavations left overnight throughout this project shall be protected by fences and lighted barricades as per OSHA standards.
- F. The Contractor shall maintain one lane of traffic in each direction on the Street during non-working hours. Contractor is only allowed to close one lane of traffic on the Street during working hours.
- G. No streets shall be closed without 48-hour prior notice to and approved by the Owner.
- H. Traffic Control and Protection Standards will not be paid for separately. All Traffic Control required throughout the entire project including the requirements of all Traffic Control and Protection Standards shall be included in the cost of the sewer lining. This shall include all materials, labor, and equipment to set up, maintain and remove traffic control protection devices.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

- A. This work shall consist of providing all traffic control and protection in accordance with the Standard Specifications, the detailed drawings included in the plans and as determined in the field. The cost of providing all materials, signs, barricades, flaggers, labor and other control necessary to perform the work including all signing for Standards 701006, 701311, 701301, 701501, and BLR 18-6 shall be included in the unit price pay items for sewer lining.
- B. These Standards are included in the contract to allow for construction to proceed as far as possible without closing the existing streets and also to reduce the amount of time that

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existing streets will need to be closed when necessary to complete the construction. The Contractor shall endeavor to open streets to traffic as soon as possible.

- C. Traffic Control and Standards 701006, 701311, 701301, 701501, and BLR 18-6 shall not be paid separately but shall be included in the price for sewer lining.

END OF SECTION 02960



TWO-LANE, TWO-WAY TRAFFIC
RURAL OPERATIONS
DAY OPERATIONS ONLY

TYPICAL APPLICATIONS

100% WINE
 SOMEWHAT AGGREGATE
 WILD SWAMP
 SURFACE MATTERANCE
 REMOVAL OPERATIONS
 CRACK FOLDING
 DOLLAR MARK
 CLOSING RICHES

SYMBOLS

2

boys over 16 (1938-1950) with average life expectancy.

GENERAL NOTES

Maximum speed: 101.00 km/h (62.75 mph).
 0-100 km/h (0-62.75 mph) time: 10.00 sec.
 0-100 mph (0-160.93 km/h) time: 15.00 sec.
 0-150 km/h (0-93.21 mph) time: 18.00 sec.
 0-150 mph (0-241.40 km/h) time: 25.00 sec.
 0-200 km/h (0-124.27 mph) time: 25.00 sec.
 0-200 mph (0-321.87 km/h) time: 35.00 sec.
 0-250 km/h (0-155.34 mph) time: 35.00 sec.
 0-250 mph (0-402.34 km/h) time: 45.00 sec.
 0-300 km/h (0-186.41 mph) time: 45.00 sec.
 0-300 mph (0-483.61 km/h) time: 55.00 sec.
 0-350 km/h (0-217.59 mph) time: 55.00 sec.
 0-350 mph (0-564.91 km/h) time: 65.00 sec.
 0-400 km/h (0-248.54 mph) time: 65.00 sec.
 0-400 mph (0-640.13 km/h) time: 75.00 sec.
 0-450 km/h (0-279.59 mph) time: 75.00 sec.
 0-450 mph (0-720.34 km/h) time: 85.00 sec.
 0-500 km/h (0-311.69 mph) time: 85.00 sec.
 0-500 mph (0-804.67 km/h) time: 95.00 sec.
 0-550 km/h (0-343.75 mph) time: 95.00 sec.
 0-550 mph (0-891.26 km/h) time: 105.00 sec.
 0-600 km/h (0-374.84 mph) time: 105.00 sec.
 0-600 mph (0-978.87 km/h) time: 115.00 sec.
 0-650 km/h (0-405.88 mph) time: 115.00 sec.
 0-650 mph (0-1066.48 km/h) time: 125.00 sec.
 0-700 km/h (0-436.93 mph) time: 125.00 sec.
 0-700 mph (0-1154.09 km/h) time: 135.00 sec.
 0-750 km/h (0-467.98 mph) time: 135.00 sec.
 0-750 mph (0-1241.70 km/h) time: 145.00 sec.
 0-800 km/h (0-499.02 mph) time: 145.00 sec.
 0-800 mph (0-1329.31 km/h) time: 155.00 sec.
 0-850 km/h (0-530.07 mph) time: 155.00 sec.
 0-850 mph (0-1416.92 km/h) time: 165.00 sec.
 0-900 km/h (0-561.11 mph) time: 165.00 sec.
 0-900 mph (0-1504.53 km/h) time: 175.00 sec.
 0-950 km/h (0-592.16 mph) time: 175.00 sec.
 0-950 mph (0-1592.14 km/h) time: 185.00 sec.
 0-1000 km/h (0-623.20 mph) time: 185.00 sec.
 0-1000 mph (0-1679.75 km/h) time: 195.00 sec.
 0-1050 km/h (0-654.25 mph) time: 195.00 sec.
 0-1050 mph (0-1767.36 km/h) time: 205.00 sec.
 0-1100 km/h (0-685.29 mph) time: 205.00 sec.
 0-1100 mph (0-1854.97 km/h) time: 215.00 sec.
 0-1150 km/h (0-716.34 mph) time: 215.00 sec.
 0-1150 mph (0-1942.58 km/h) time: 225.00 sec.
 0-1200 km/h (0-747.38 mph) time: 225.00 sec.
 0-1200 mph (0-2030.19 km/h) time: 235.00 sec.
 0-1250 km/h (0-778.43 mph) time: 235.00 sec.
 0-1250 mph (0-2117.80 km/h) time: 245.00 sec.
 0-1300 km/h (0-809.47 mph) time: 245.00 sec.
 0-1300 mph (0-2205.41 km/h) time: 255.00 sec.
 0-1350 km/h (0-840.52 mph) time: 255.00 sec.
 0-1350 mph (0-2293.02 km/h) time: 265.00 sec.
 0-1400 km/h (0-871.56 mph) time: 265.00 sec.
 0-1400 mph (0-2380.63 km/h) time: 275.00 sec.
 0-1450 km/h (0-902.61 mph) time: 275.00 sec.
 0-1450 mph (0-2468.24 km/h) time: 285.00 sec.
 0-1500 km/h (0-933.65 mph) time: 285.00 sec.
 0-1500 mph (0-2555.85 km/h) time: 295.00 sec.
 0-1550 km/h (0-964.70 mph) time: 295.00 sec.
 0-1550 mph (0-2643.46 km/h) time: 305.00 sec.
 0-1600 km/h (0-995.74 mph) time: 305.00 sec.
 0-1600 mph (0-2731.07 km/h) time: 315.00 sec.
 0-1650 km/h (0-1026.79 mph) time: 315.00 sec.
 0-1650 mph (0-2818.68 km/h) time: 325.00 sec.
 0-1700 km/h (0-1057.83 mph) time: 325.00 sec.
 0-1700 mph (0-2906.29 km/h) time: 335.00 sec.
 0-1750 km/h (0-1088.88 mph) time: 335.00 sec.
 0-1750 mph (0-2993.90 km/h) time: 345.00 sec.
 0-1800 km/h (0-1119.92 mph) time: 345.00 sec.
 0-1800 mph (0-3081.51 km/h) time: 355.00 sec.
 0-1850 km/h (0-1150.97 mph) time: 355.00 sec.
 0-1850 mph (0-3169.12 km/h) time: 365.00 sec.
 0-1900 km/h (0-1182.01 mph) time: 365.00 sec.
 0-1900 mph (0-3256.73 km/h) time: 375.00 sec.
 0-1950 km/h (0-1213.06 mph) time: 375.00 sec.
 0-1950 mph (0-3344.34 km/h) time: 385.00 sec.
 0-2000 km/h (0-1244.10 mph) time: 385.00 sec.
 0-2000 mph (0-3431.95 km/h) time: 395.00 sec.
 0-2050 km/h (0-1275.15 mph) time: 395.00 sec.
 0-2050 mph (0-3519.56 km/h) time: 405.00 sec.
 0-2100 km/h (0-1306.19 mph) time: 405.00 sec.
 0-2100 mph (0-3607.17 km/h) time: 415.00 sec.
 0-2150 km/h (0-1337.24 mph) time: 415.00 sec.
 0-2150 mph (0-3694.78 km/h) time: 425.00 sec.
 0-2200 km/h (0-1368.28 mph) time: 425.00 sec.
 0-2200 mph (0-3782.39 km/h) time: 435.00 sec.
 0-2250 km/h (0-1399.33 mph) time: 435.00 sec.
 0-2250 mph (0-3869.99 km/h) time: 445.00 sec.
 0-2300 km/h (0-1430.38 mph) time: 445.00 sec.
 0-2300 mph (0-3957.60 km/h) time: 455.00 sec.
 0-2350 km/h (0-1461.42 mph) time: 455.00 sec.
 0-2350 mph (0-4045.21 km/h) time: 465.00 sec.
 0-2400 km/h (0-1492.47 mph) time: 465.00 sec.
 0-2400 mph (0-4132.82 km/h) time: 475.00 sec.
 0-2450 km/h (0-1523.51 mph) time: 475.00 sec.
 0-2450 mph (0-4220.43 km/h) time: 485.00 sec.
 0-2500 km/h (0-1554.56 mph) time: 485.00 sec.
 0-2500 mph (0-4308.04 km/h) time: 495.00 sec.
 0-2550 km/h (0-1585.60 mph) time: 495.00 sec.
 0-2550 mph (0-4395.65 km/h) time: 505.00 sec.
 0-2600 km/h (0-1616.65 mph) time: 505.00 sec.
 0-2600 mph (0-4483.26 km/h) time: 515.00 sec.
 0-2650 km/h (0-1647.69 mph) time: 515.00 sec.
 0-2650 mph (0-4570.87 km/h) time: 525.00 sec.
 0-2700 km/h (0-1678.74 mph) time: 525.00 sec.
 0-2700 mph (0-4658.48 km/h) time: 535.00 sec.
 0-2750 km/h (0-1709.78 mph) time: 535.00 sec.
 0-2750 mph (0-4746.09 km/h) time: 545.00 sec.
 0-2800 km/h (0-1740.83 mph) time: 545.00 sec.
 0-2800 mph (0-4833.70 km/h) time: 555.00 sec.
 0-2850 km/h (0-1771.87 mph) time: 555.00 sec.
 0-2850 mph (0-4921.31 km/h) time: 565.00 sec.
 0-2900 km/h (0-1802.92 mph) time: 565.00 sec.
 0-2900 mph (0-5008.92 km/h) time: 575.00 sec.
 0-2950 km/h (0-1833.96 mph) time: 575.00 sec.
 0-2950 mph (0-5096.53 km/h) time: 585.

[illegible]

All rights are in the interest of the community.

for untreated animals, respectively, at 24 months of age are given in Table 1 (13). In the present study we have prepared for Type 3 the Type 3 illustration with fading lines.

Longitudinal intervention study is relevant mainly to the field researchers.

the various countries, but, as they all affect the majority of all firms to one side or the other.

Planning Rights is a not-for-profit organization and is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. All contributions are subject to audit on receipt.

Applicable question: Question 11 (Standard 701.003)
 Item 11: Item 11 (Standard 701.003) is not applicable to this item as the question is not applicable to the item.

All monetary figures shall have comparative descriptions at TROJ 100000000 and must always appear on an invoice accompanied by payment.

where δ is the distance from the point of origin to the point of observation.

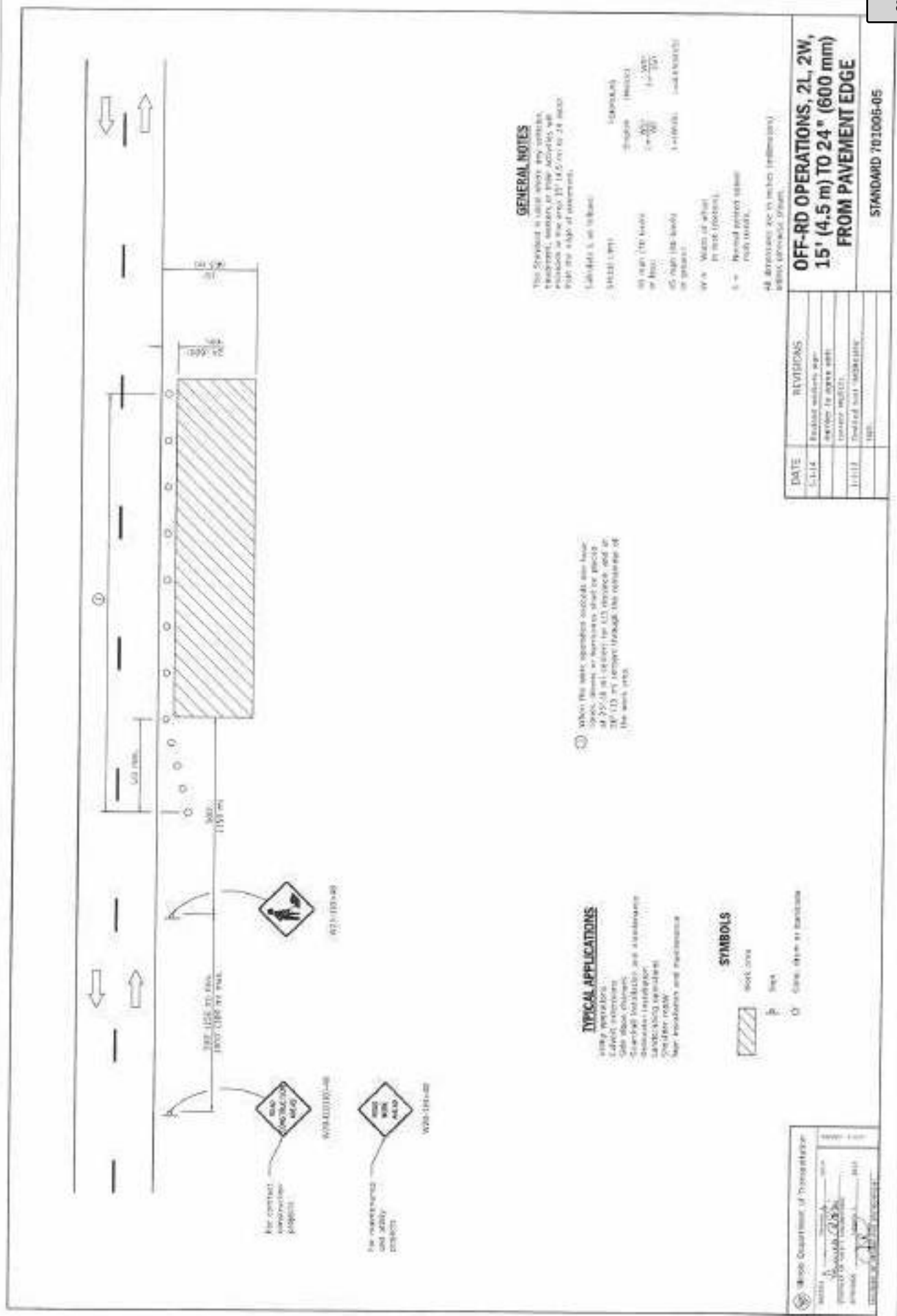
This case is the case of a total liquid water phase, which is considered the procedure to be appropriate for the entire set of conditions.

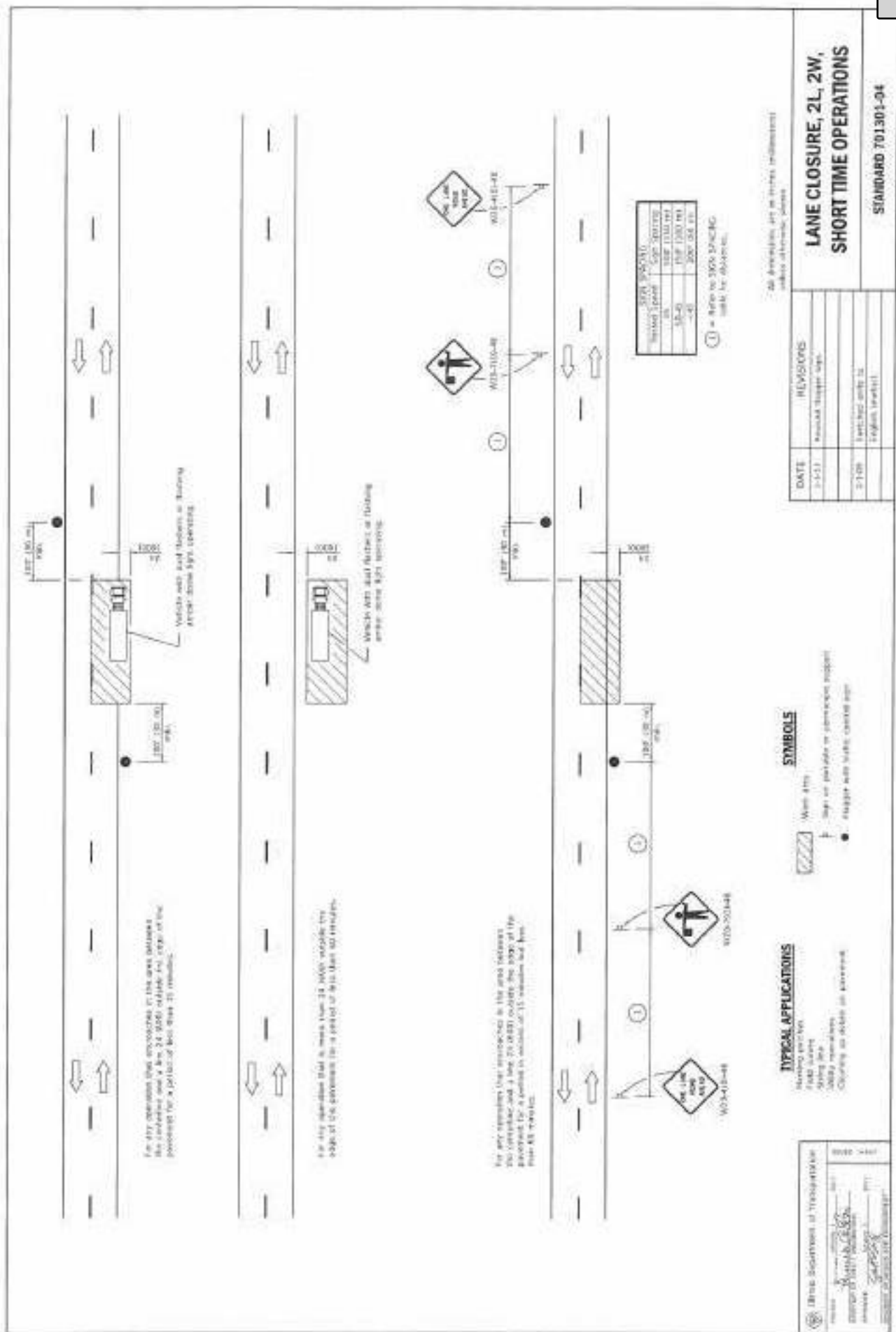
all documents are in fact independent
of each other.

**TRAFFIC CONTROL DEVICES-
DAY LABOR MAINTENANCE**

DATE	REVISIONS
1-1-10	Issued for sign number
1-3-10	Issued for sign
	English version: May
	Core General W/A

STANDARD B.L.R. 13-6









APPENDIX A

CONTRACT DRAWINGS
AND SITE PICTURES

I ST. SEWER LINING
OXIMATELY 738 FEET
IIA. CIRCULAR

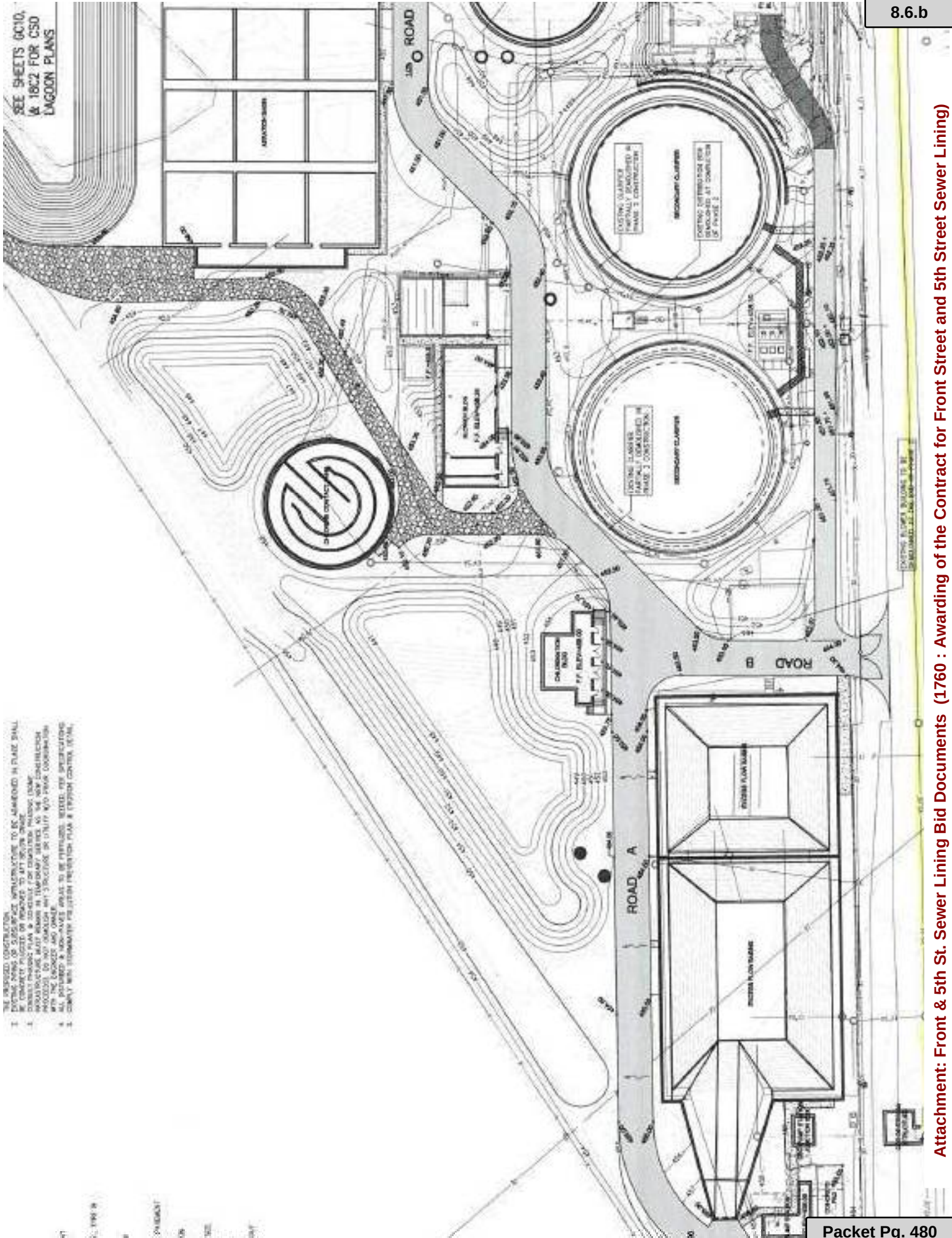


5th ST. SEWER LINING
APPROXIMATELY 404 FT.
33" TALL TEAR DROP

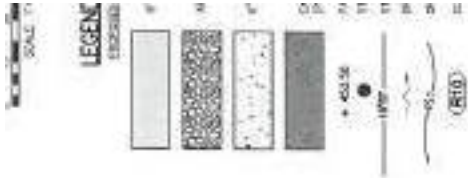


1 5TH STREET SEWER
2 NOT TO SCALE

TOP 5TH STREET SEWER IS APPROXIMATELY 27" WIDE BY 33" TALL. THE APPROXIMATE CIRCUMFERENCE OF THE BRICK
FEET. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO BIDDING THE PROJECT. THE EXISTING SEWER IS
FORM AND SANITARY SEWER. PICTURES REFLECT TYPICAL FLOW, EXCEPT DURING RAIN EVENTS.



- THE UNDERSIGNED CERTIFY THAT:
1. THE PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
 2. THE PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
 3. THE PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
 4. THE PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
 5. THE PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION.

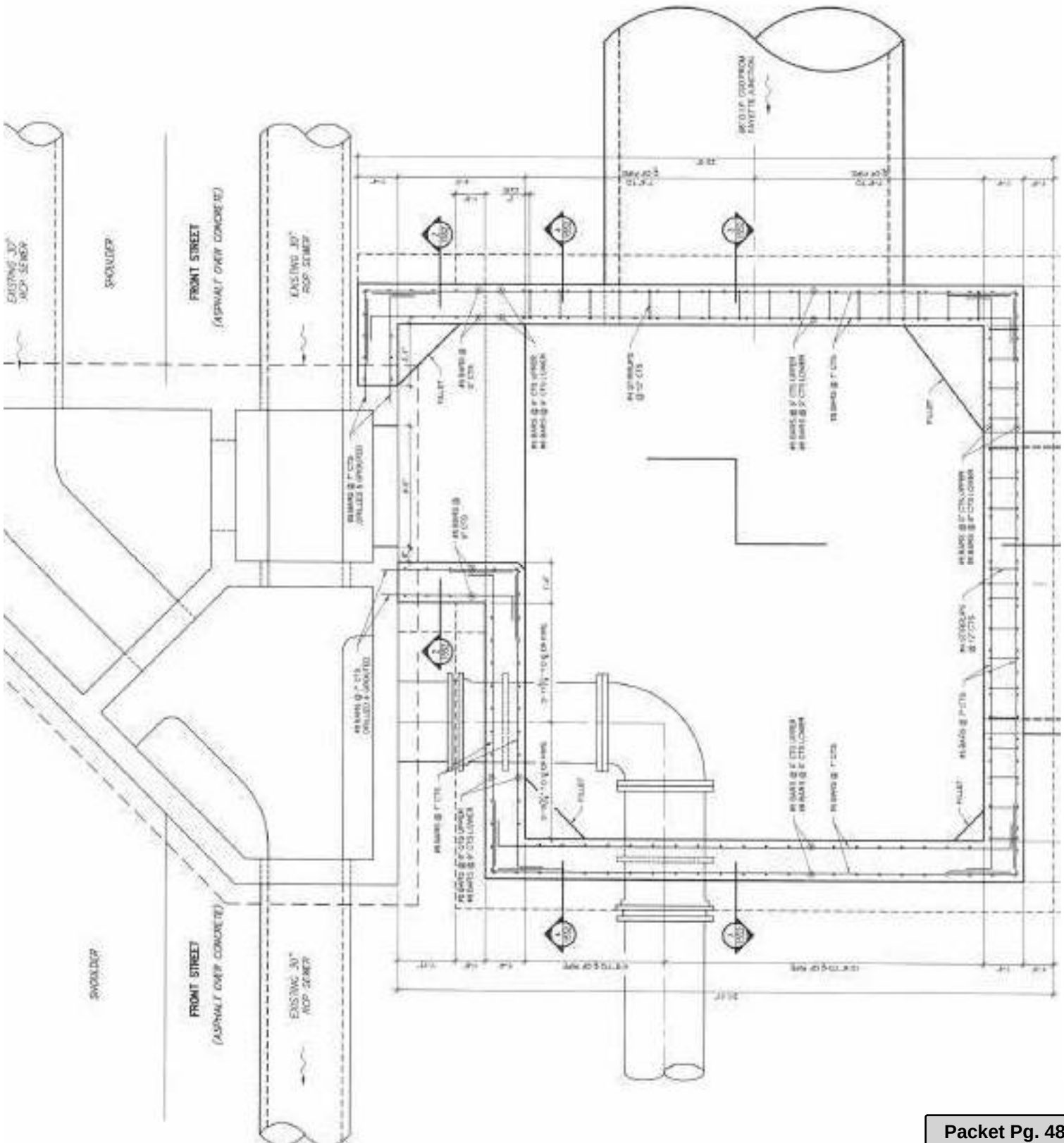


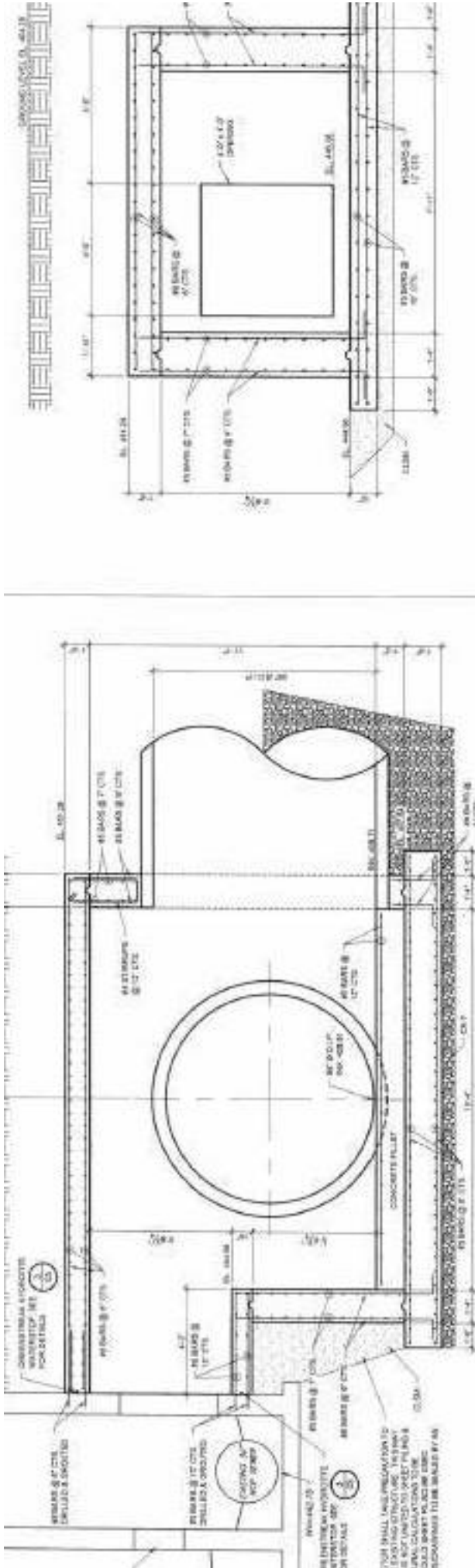
NOTE:
SEE SHEET 024 FOR TYPICAL SECTION VIEW

Attachment: Front & 5th St. Sewer Lining Bid Documents (1760 : Awarding of the Contract for Front Street and 5th Street Sewer Lining)

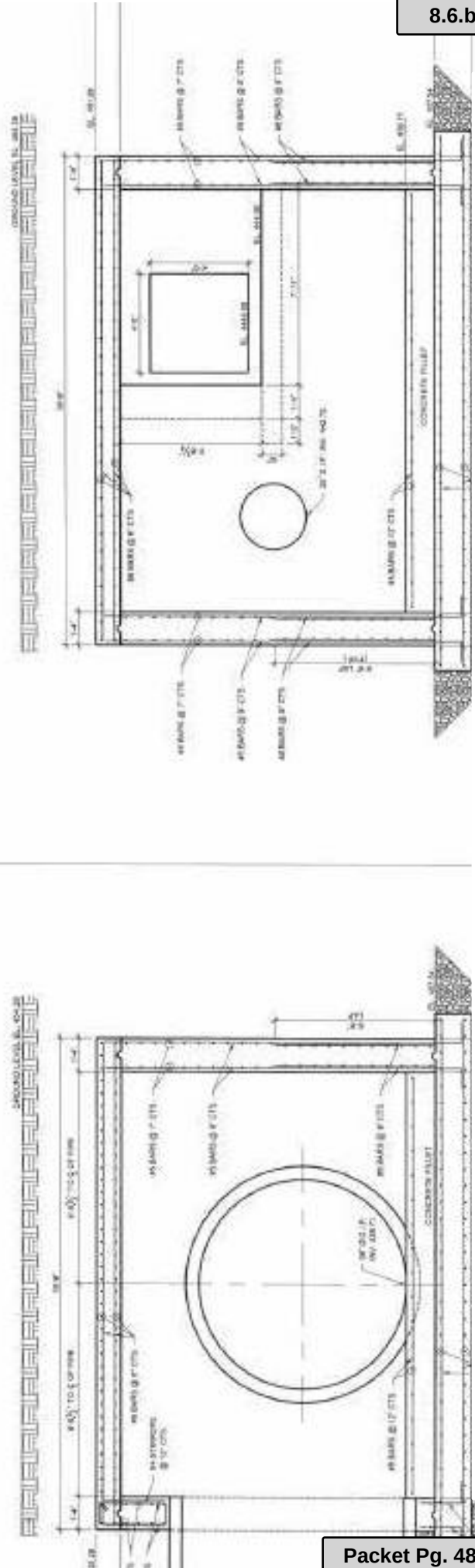








2 Section
Scale: 1/2"=1'-0"





REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Michael Guerra, City Engineer

Sponsors:

AGENDA ITEM: Occupancy License Agreement with GW Railroad for Front Street Storm Sewer

ACTION REQUESTED: To approve two Occupancy License Agreements with Tazewell and Peoria Railroad, Inc. to allow for the installation of new Storm Sewer Outfalls required for the reconstruction of Front Street.

DESCRIPTION: This item is for two Occupancy License Agreements with the Tazewell & Peoria Railroad, Inc. to allow the City to install two storm sewer outfalls. These outfalls are needed as part of the new storm sewer that will be constructed as part of the reconstruction of Front Street to allow for proper drainage of the roadway. Currently there is limited storm water conveyance on Front Street and the proposed design calls for two storm sewer outfalls to be constructed to drain the roadway. These license agreements grant the City permission to construct, own and operate the storm sewer under the railroad tracks. These agreements are needed to allow for final approval from IDOT for letting of the Front Street Project this fall. While the City would have preferred permanent easements, the railroad would only grant us the occupancy licenses agreements. These agreements will require the City to pay an annual fee of \$600 for each location for an annual total of \$1,200 that will need to be budgeted in the future.

FINANCIAL IMPACT: Onetime payment of \$4,000 for each of the two crossing for a total of \$8,000 which has been previously paid. Then annual payments of \$600 for each of the two crossings for a total annual payment of \$1,200.

Wastewater Budget:

231-030-5-69000 Other contractual - \$15,000

Proposed expense - \$1,200

NEIGHBORHOOD CONCERNS: The ability to properly drain Front Street and Distillery Road for storm water.

IMPACT IF APPROVED: The agreement will be entered and the City will be allowed to install storm sewer outlets to the Illinois River for new storm sewer constructed with the Front Street project.

IMPACT IF DENIED: The agreement will not be entered and the City will not be allowed to install the storm sewer outlets for Front Street.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/5/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, by and between **Tazewell & Peoria Railroad, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 160, Jacksonville, FL 32224**, and **City of Pekin** ("LICENSEE"), whose address is **111 S. Capitol Street, Pekin, IL 61554**.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. ☐ above ground ☒ below ground

B. ☐ water pipeline ☐ sewer pipeline ☒ stormwater pipeline ☐ cable tv wireline ☐ fiber optic wireline

☐ communications wireline ☐ power wireline

located at or near Mile Post **0.8, SPRINGFIELD Subdivision, Latitude: 40.559255, Longitude: -89.664412**, at or near **PEKIN**, County of **TAZEWELL**, State of **IL**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground storm sewer pipeline – 30" carrier including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("LICENSEE'S Facilities"), placed as shown on **Exhibit A** attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **\$600**. LICENSEE shall also submit a **one-time agreement processing fee** of **\$1000**, **engineering review fee** of **\$1750** and a **contractor right of**

entry fee of \$1750, which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS,

OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at (309) 673-1670 in order to obtain LICENSOR'S consent prior to entering LICENSOR'S property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS**, attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at its option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

Section 19. RESERVED.**Section 20. RESERVED.****Section 21. RESERVED.****Section 22. LEGAL NOTICES.**

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Attention: Mike Guerra

LICENSOR: Tazewell & Peoria Railroad, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of IL without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 26. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 27. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____.

LICENSOR

Tazewell & Peoria Railroad, Inc.

By: _____

Name:

Its:

LICENSEE

City of Pekin

By: _____

Name:

Its:

Attachment: TZPR19058663 - Occupancy (1756 : Occupancy License Agreement with GW Railroad for Front Street Storm Sewer)

EXHIBIT A **LICENSEE'S FACILITIES**

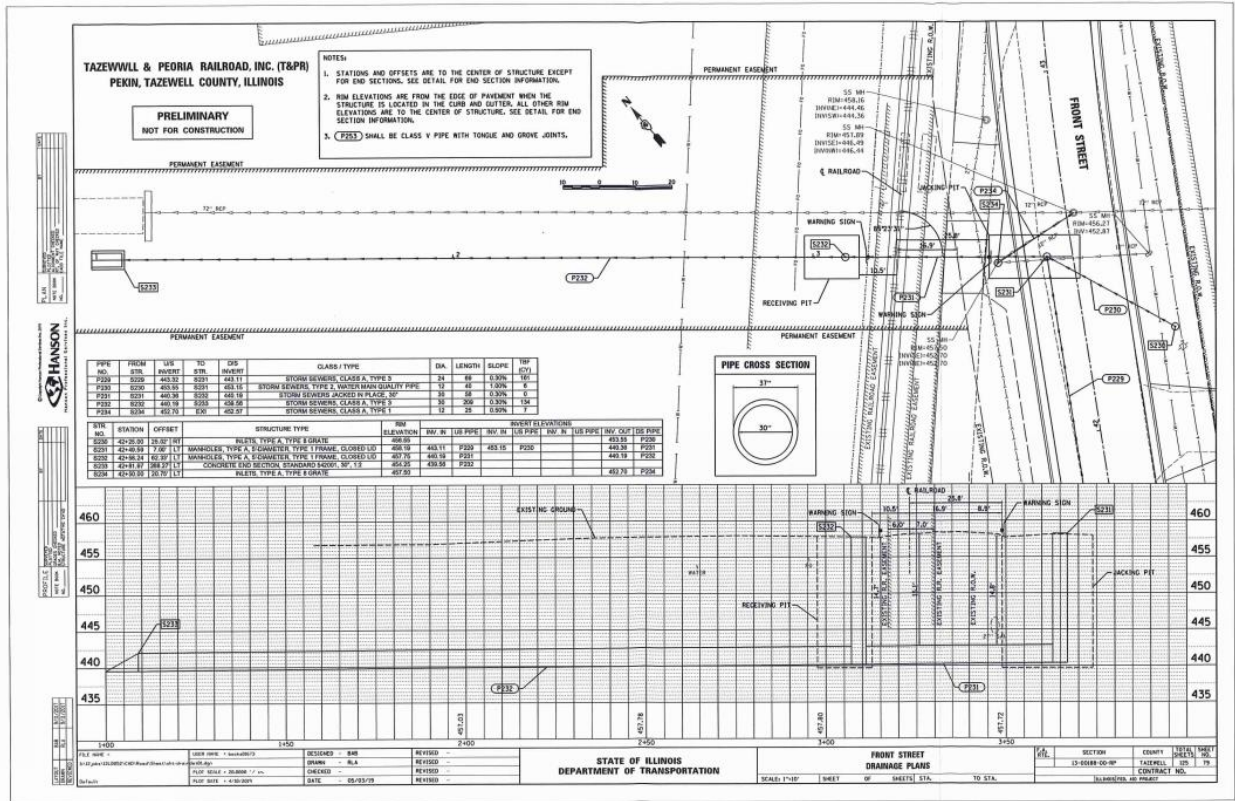


EXHIBIT B

SURVEY

EXHIBIT C**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor and its affiliates**.

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licenser with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licenser at the following address, or to such other address as the Licenser may hereafter specify:

Tazewell & Peoria Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licenser may require the Licensee to purchase additional insurance if the Licenser reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licenser will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, by and between **Tazewell & Peoria Railroad, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 160, Jacksonville, FL 32224**, and **City of Pekin** ("LICENSEE"), whose address is **111 S. Capitol Street, Pekin, IL 61554**.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

- A. ☐ above ground ☒ below ground
- B. ☐ water pipeline ☐ sewer pipeline ☒ stormwater pipeline ☐ cable tv wireline ☐ fiber optic wireline
- ☐ communications wireline ☐ power wireline

located at or near Mile Post **11, SPRINGFIELD Subdivision, Latitude: 40.564748, Longitude: -89.658487**, at or near **PEKIN**, County of **TAZEWELL**, State of **IL**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground storm sewer pipeline – 30" carrier including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("**LICENSEE'S Facilities**"), **placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **\$600**. LICENSEE shall also submit a **one-time agreement processing fee of \$1000, engineering review fee of \$1750** and a **contractor right of**

entry fee of \$1750, which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS,

OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at (309) 673-1670 in order to obtain LICENSOR'S consent prior to entering LICENSOR'S property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS**, attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at its option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

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Pekin, IL 61554
Attention: Mike Guerra

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c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

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Section 24. PRIOR AGREEMENTS.

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(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____.

LICENSOR

Tazewell & Peoria Railroad, Inc.

By: _____

Name:

Its:

LICENSEE

City of Pekin

By: _____

Name:

Its:

Attachment: TZPR19058662 - Occupancy (1756 : Occupancy License Agreement with GW Railroad for Front Street Storm Sewer)

EXHIBIT A

LICENSEE'S FACILITIES

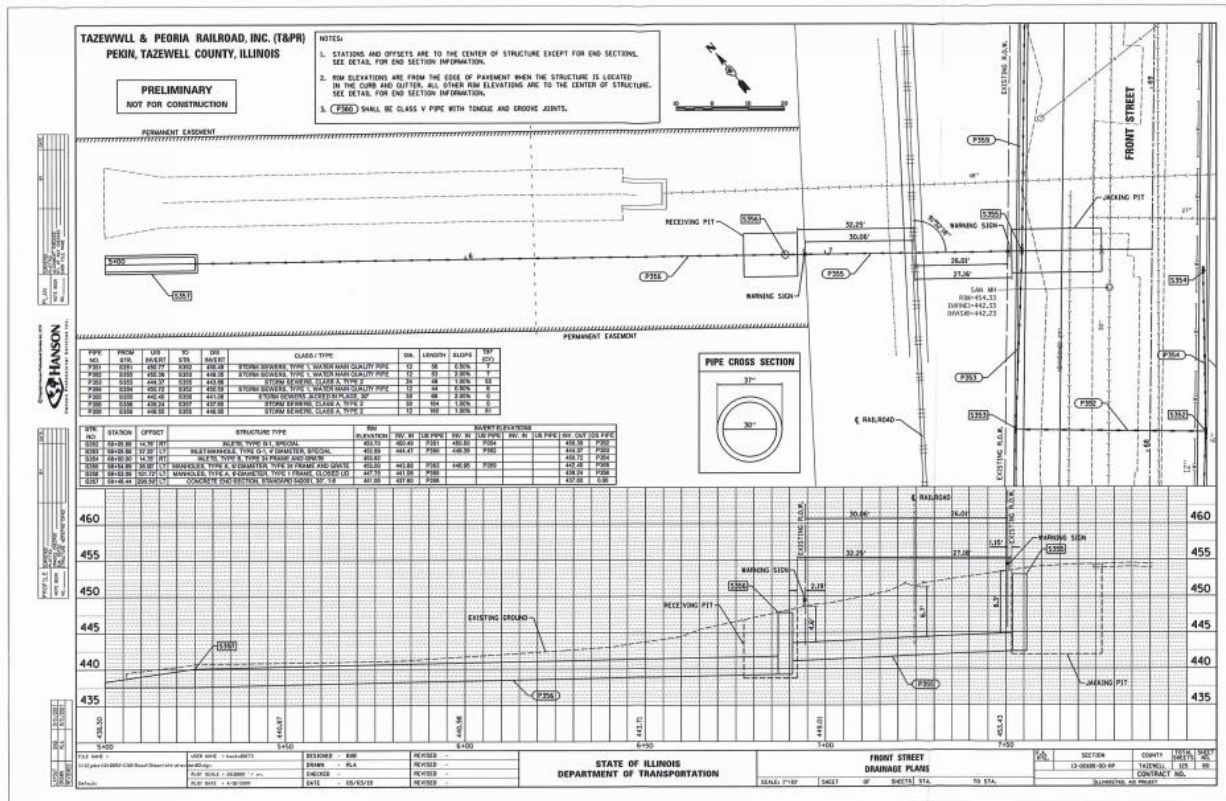


EXHIBIT B

SURVEY

EXHIBIT C**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

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(iv) **Prior to any construction project within 50' of the railroad track**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor and its affiliates**.

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licenser with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licenser at the following address, or to such other address as the Licenser may hereafter specify:

Tazewell & Peoria Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
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(c) The Licenser may require the Licensee to purchase additional insurance if the Licenser reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licenser will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Michael Guerra, City Engineer

Sponsors:

AGENDA ITEM: Easement Agreement with St. John's Luthern Church for Storm Sewer

ACTION REQUESTED: To approve the easement agreement with St. John's Evangelical Lutheran Church for a storm water sewer easement for the Vista Grande Storm Water Project.

DESCRIPTION: This easement agreement is for an easement needed for the Vista Grande Storm Water Project. This project is for the construction of a new storm water sewer to intercept the creek that enters into an existing storm sewer behind 1716 Vista Grande Dr. The existing inlet has been overtopped several times causing flooding to the homes located in that vicinity and Vista Grande Drive. This proposed project will intercept the creek and reroute the sewer into the filtration pond located at the end of St. Johns Ave. This project was prioritized by the City Council Subcommittee for Storm Water to be completed this year and easements are needed to construct the sewer.

During discussions with St. John's Church about the project, they indicated they were willing to grant the City a permanent and temporary easement for the project with certain conditions. Those conditions are outlined in the Easement agreement which entail the removal of five trees, allowance to connect to the storm sewer, and to hold the Church harmless from the storm sewer. The City Council Subcommittee on Storm Water recommended approval for these conditions to be included in the easement as to allow for the project to proceed. Therefore the staff is recommending that this easement agreement be approved.

FINANCIAL IMPACT: This easement agreement will cost approximately \$4,500 for the removal of the five trees. It is anticipated that this cost will be included in the street department line item for tree removal.

Budget

100-032-53600 Tree Removal - \$75,000.00

Expenses

100-032-53600 Tree Removal - \$10,850.00 to date

NEIGHBORHOOD CONCERNS: This easement will be needed to allow for the construction of storm sewer to reduce the amount of flooding that occurs in the Vista Grande Drive neighborhood.

IMPACT IF APPROVED: The easement will be finalized and the plans for the storm sewer will be let for bid. This will allow for construction to occur this summer and fall.

IMPACT IF DENIED: The easement will not be granted and the project will be delayed as

other options will have to be explored.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: Completing projects as planned as part of the Storm Water Project plan.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Assistant

6/5/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/5/2019

Date:

TAZEWELL COUNTY –

Easement Agreement

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Katherine L. Swise
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125 Peoria,
IL 61602

This space reserved for Recorder's use only.

EASEMENT

THIS EASEMENT executed on or as of this ____ day of _____, 2019 by and on behalf of the undersigned owner of the property described on Exhibit A (collectively the “Grantor”).

The Grantor for good and valuable consideration in hand paid, receipt of which is hereby acknowledged, grants and conveys to the City of Pekin, a municipal corporation located in Tazewell County, Illinois (the “Grantee”) an easement over, along and under the premises or tract of land described on Exhibit A attached hereto (the “Easement Area”) for the purpose of locating, constructing and maintaining certain storm water drainage improvements for drainage of storm water (the “Project”) subject to the following terms and conditions:

1. Grantee will remove five (5) Locust trees located on City right-of-way property located on Broadway Street along Grantor's property.
2. Grantee will protect, indemnify, save and hold harmless the Grantor and the Grantor's agents, servants, and employees against and from all damages, suits, liability, claims, costs, or expenses (including reasonable attorneys' fees) arising from any damage to, or from any accident or occurrence on, the Grantor parcel arising as a result of any work performed by Grantee in connection therewith or herewith.
3. Grantor will, in the event of future development on Grantor's property, have the right to tie into the Grantee's detention basin; provided however, that in such event Grantor agrees to comply with all then-current code requirements prior to discharging into the detention basin.
4. Grantee shall perform all work within the Easement Area in a good and workmanlike manner and in compliance with all applicable laws, codes, ordinances, rules and regulations.
5. Grantor shall not place any permanent buildings or other structures within the Easement Area or otherwise interfere with the exercise of the rights conveyed to Grantee under the terms of this easement, including interfering with Grantee's access to the Easement Area over Grantor's property, as needed.

DATED this ____ day of _____, 2019.

Its: _____

Owner St. Johns Lutheran Church
 Address 711 Court Street
 Pekin, Illinois 61554
 Route Veterans Road
 County Tazewell
 Job No.
 Parcel No.
 P.I.N. No. 10-10-13-100-004 & 10-10-14-205-006
 Section
 Project No.
 Sta.
 Sta.
 Contract No.
 Catalog No.

Prepared by & Return to:
 City of Pekin
 ATTN: Mr. Michael Guerra, P.E.
 111 South Capitol Street
 Pekin, Illinois 61554

PERMANENT EASEMENT **(Church)**

St. Johns Lutheran Church, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business as a church under the Statutes of the State of Illinois, (Grantor), for and in consideration of Zero Dollars (\$0.00), receipt of which is hereby acknowledged, and pursuant to the authority given to St. John Lutheran Church's Board of Trustees by said Church's by-laws, covenants and represents to the People of the City of Pekin,(Grantee), a permanent easement for the purpose of storm water conveyance, storm water conveyance infrastructure, maintenance of storm water conveyance, and maintenance of storm water conveyance infrastructure on, over and through the following described real estate:

A part of Tract 1 (recorded in plat book "AA" page 58 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 13 and part of the East Half of the Northeast Quarter of Section 14, all being in Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the southwest corner of Lot 26 in Sunset Hills Extension 31 (recorded in plat book "SS" pages 59-60 at the Tazewell County Recorder's Office), said point being on the north line of Parcel A (recorded in plat book "EE" page 38 at the Tazewell County Recorder's Office), thence North 89 degrees 30 minutes 50 seconds East, along the south line of said Lot 26, said line also being said north line of Parcel A, 73.55 feet to the northwest corner of said Tract 1, said point also being the northeast corner of said Parcel A; thence South 00 degrees 51 minutes 19 seconds East, along the west line of said Tract 1, said line also being the east line of said Parcel A, 45.27 feet to the Point of Beginning;

Thence North 90 degrees 00 minutes 00 seconds East, 552.81 feet; thence North 00 degrees 00 minutes 00 seconds East, 44.24 feet; thence North 90 degrees 00 minutes 00

seconds East, 106.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 120.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 106.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 45.76 feet; thence North 90 degrees 00 minutes 00 seconds West, 552.36 feet to a point being on said west line of Tract 1; thence North 00 degrees 51 minutes 19 seconds West, along said west line of Tract 1, 30.00 feet to the Point of Beginning.

The said part contains 29,297 square feet, more or less, or 0.672 acres, more or less.

The said Real Estate being shown by the Exhibit attached and mad a part hereof.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a vote of approval by the congregation held on the day of , 2019 and approved by the Board of Trustees of the said church at a meeting held on the day of , 2019.

The rest of this page has intentionally been left blank.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2019.

St. Johns Lutheran Church
Name of Church

By: _____
Signature of Authorized Member of
St. Johns Lutheran Church's Board
of Trustees

Print Name

By: _____
Signature of Authorized Member of
St. Johns Lutheran Church's Board
of Trustees

Print Name

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2019, by

_____, as _____
of _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording, mail this instrument to:

City of Pekin
ATTN: Mr. Michael Guerra, P.E.
111 South Capitol Street
Pekin, Illinois 61554

Exhibit A

Permanent Storm Water Easement Description

P.I.N.'s 10-10-13-100-004 and 10-10-14-205-006

A part of Tract 1 (recorded in plat book "AA" page 58 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 13 and part of the East Half of the Northeast Quarter of Section 14, all being in Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the southwest corner of Lot 26 in Sunset Hills Extension 31 (recorded in plat book "SS" pages 59-60 at the Tazewell County Recorder's Office), said point being on the north line of Parcel A (recorded in plat book "EE" page 38 at the Tazewell County Recorder's Office), thence North 89 degrees 30 minutes 50 seconds East, along the south line of said Lot 26, said line also being said north line of Parcel A, 73.55 feet to the northwest corner of said Tract 1, said point also being the northeast corner of said Parcel A; thence South 00 degrees 51 minutes 19 seconds East, along the west line of said Tract 1, said line also being the east line of said Parcel A, 45.27 feet to the Point of Beginning;

Thence North 90 degrees 00 minutes 00 seconds East, 552.81 feet; thence North 00 degrees 00 minutes 00 seconds East, 44.24 feet; thence North 90 degrees 00 minutes 00 seconds East, 106.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 120.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 106.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 45.76 feet; thence North 90 degrees 00 minutes 00 seconds West, 552.36 feet to a point being on said west line of Tract 1; thence North 00 degrees 51 minutes 19 seconds West, along said west line of Tract 1, 30.00 feet to the Point of Beginning and containing 29,297 square feet, more or less, or 0.672 acres, more or less.

MW
Midwest Engineering
Associates, Inc.

140 E. Washington Street
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com

IL Design Firm Reg. No.
184-005896

PART OF TRACT 1 (RECORDED IN PLAT BOOK
"AA" PAGE 58 AT THE TAZEWELL COUNTY
RECORDER'S OFFICE), BEING A PART OF THE
NORTHWEST QUARTER OF SECTION 13 AND THE
EAST HALF OF THE NORTHEAST QUARTER OF
SECTION 14, ALL BEING IN TOWNSHIP 25 NORTH,
RANGE 5 WEST OF THE THIRD PRINCIPAL
MERIDIAN, TAZEWELL COUNTY, ILLINOIS

PERMANENT STORM
WATER EASEMENT
FOR THE
CITY OF PEKIN, IL

Drawn: BWH 05/03/2019

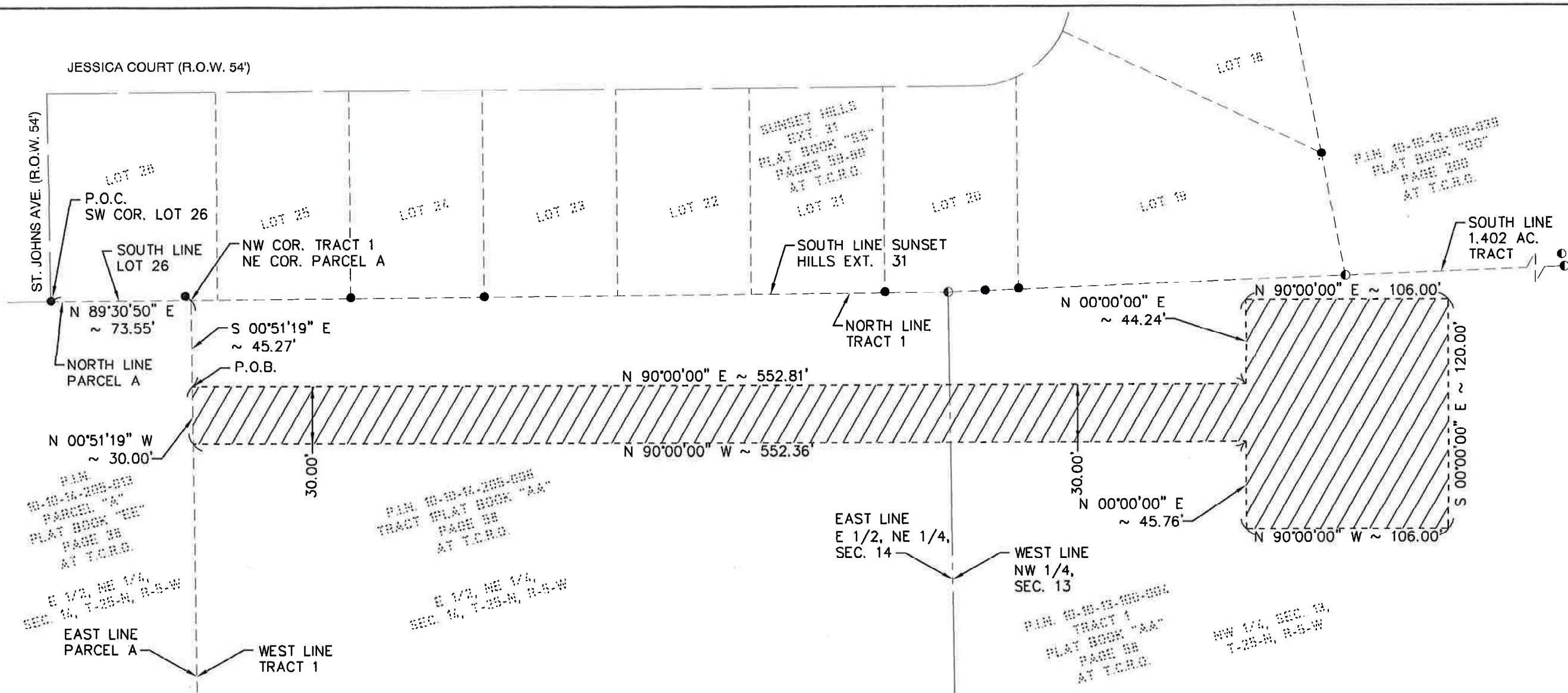
Checked: CJD 05/06/2019

Approved: BWH 05/07/2019

PROJECT
NUMBER 20180186

FIGURE
NUMBER EXHIBIT

Packet Pg. 516



STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

WE, MIDWEST ENGINEERING ASSOCIATES, INC., BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THE ATTACHED PERMANENT STORM WATER EASEMENT DRAWING. SAID LAND BEING A PART OF TRACT 1 (RECORDED IN PLAT BOOK "AA" PAGE 58 AT THE TAZEWELL COUNTY RECORDER'S OFFICE), BEING A PART OF THE NORTHWEST QUARTER OF SECTION 13 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, ALL BEING IN TOWNSHIP 25 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. AND THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PERMANENT STORM WATER EASEMENT DRAWN TO A SCALE OF ONE INCH EQUALS SIXTY FEET (1" = 60').

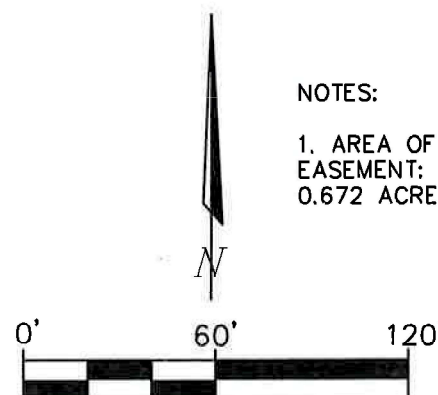
DATED THIS 7TH DAY OF MAY, 2019.

BY: [Signature]
MIDWEST ENGINEERING ASSOCIATES, INC.
BRYAN W. HARTMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR #3677
MY LICENSE EXPIRES: 11/30/2020



NOTES:

1. AREA OF PROPOSED PERMANENT STORM WATER EASEMENT: 29,297 SQUARE FEET, MORE OF LESS, OR 0.672 ACRES, MORE OR LESS.



LEGEND

- - FOUND IRON ROD/REBAR
- - FOUND IRON PIPE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- N 73°34'01" E 45.80' - MEASURED BEARING
- (S 73°34'01" W) - MEASURED DISTANCE
- T.C.R.O. - TAZEWELL COUNTY RECORDERS OFFICE
- P.I.N. - PARCEL IDENTIFICATION NUMBER
- NOT TO SCALE
- SECTION LINE
- EXISTING LOT LINES
- EXISTING RIGHT OF WAY LINES
- PROPOSED EASEMENT LINE
- AREA OF PROPOSED EASEMENT

Owner St. Johns Lutheran Church
 Address 711 Court Street
 Pekin, Illinois 61554
 Route Veterans Road
 County Tazewell
 Job No.
 Parcel No.
 P.I.N. No. 10-10-13-100-004 & 10-10-14-205-006
 Section
 Project No.
 Sta.
 Sta.
 Contract No.
 Catalog No.

Prepared by & Return to:
 City of Pekin
 ATTN: Mr. Michael Guerra, P.E.
 111 South Capitol Street
 Pekin, Illinois 61554

TEMPORARY CONSTRUCTION EASEMENT **(Church)**

St. Johns Lutheran Church, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business as a church under the Statutes of the State of Illinois, (Grantor), for and in consideration of Zero Dollars (\$0.00), receipt of which is hereby acknowledged, and pursuant to the authority given to St. John Lutheran Church's Board of Trustees by said Church's by-laws, covenants and represents to the People of the City of Pekin,(Grantee), a temporary construction easement for the purpose of installing new storm sewer collection and conveyance infrastructure along with other highway purposes, on, over, and through the following described real estate:

A part of Tract 1 (recorded in plat book "AA" page 58 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 13 and part of the East Half of the Northeast Quarter of Section 14, all being in Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the southwest corner of Lot 26 in Sunset Hills Extension 31 (recorded in plat book "SS" pages 59-60 at the Tazewell County Recorder's Office), said point being on the north line of Parcel A (recorded in plat book "EE" page 38 at the Tazewell County Recorder's Office), thence North 89 degrees 30 minutes 50 seconds East, along the south line of said Lot 26, said line also being said north line of Parcel A, 73.55 feet to the northwest corner of said Tract 1, said point also being the northeast corner of said Parcel A; thence South 00 degrees 51 minutes 19 seconds East, along the west line of said Tract 1, said line also being the east line of said Parcel A, 30.27 feet to the Point of Beginning;

Thence North 90 degrees 00 minutes 00 seconds East, 538.03 feet; thence North 00 degrees 00 minutes 00 seconds East, 39.10 feet to the north line of said Tract 1, said line also being the south line of said Sunset Hills Extension 31; thence North 87 degrees 47 minutes 18 seconds East, 136.10 feet to a point being on the south line of a 1.402 acre tract of land (recorded in plat book "OO" page 200 at the Tazewell County Recorder's Office); thence South 00 degrees 00 minutes 00 seconds East, 150.11 feet; thence North 90 degrees 00 minutes 00 seconds West, 136.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 60.76 feet to a point on the proposed permanent storm water easement; the following 7 courses are along said permanent easement, thence North 90 degrees 00 minutes 00 seconds East, 15.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 45.76 feet; thence South 90 degrees 00 minutes 00 seconds East, 106.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 120.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 106.00 feet ; thence South 00 degrees 00 minutes 00 seconds East, 44.24 feet; thence North 90 degrees 00 minutes 00 seconds West, 552.81 feet to a point being on said west line of Tract 1; thence North 00 degrees 51 minutes 19 seconds West, along said west line of Tract 1, 15.00 feet to the Point of Beginning.

The said part contains 14,955 square feet, more or less, or 0.343 acres, more or less.

The said Real Estate being shown by the Exhibit attached and mad a part hereof.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate two (2) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This temporary easement is made, executed and delivered pursuant to a vote of approval by the congregation held on the day of , 2019 and approved by the Board of Trustees of the said church at a meeting held on the day of , 2019.

The rest of this page has intentionally been left blank.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2019

St. Johns Lutheran Church
Name of Church

By: _____
Signature of Authorized Member of
St. Johns Lutheran Church's Board
of Trustees

By: _____
Signature of Authorized Member of
St. Johns Lutheran Church's Board
of Trustees

Print Name

Print Name

State of _____)
County of _____) ss
County of _____)

This instrument was acknowledged before me on _____, 2019, by
_____, as _____
of _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording, mail this instrument to:

City of Pekin
ATTN: Mr. Michael Guerra, P.E.
111 South Capitol Street
Pekin, Illinois 61554

Exhibit A

Temporary Construction Easement Descriptions

P.I.N.'s 10-10-13-100-004 and 10-10-14-205-006

A part of Tract 1 (recorded in plat book "AA" page 58 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 13 and part of the East Half of the Northeast Quarter of Section 14, all being in Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the southwest corner of Lot 26 in Sunset Hills Extension 31 (recorded in plat book "SS" pages 59-60 at the Tazewell County Recorder's Office), said point being on the north line of Parcel A (recorded in plat book "EE" page 38 at the Tazewell County Recorder's Office), thence North 89 degrees 30 minutes 50 seconds East, along the south line of said Lot 26, said line also being said north line of Parcel A, 73.55 feet to the northwest corner of said Tract 1, said point also being the northeast corner of said Parcel A; thence South 00 degrees 51 minutes 19 seconds East, along the west line of said Tract 1, said line also being the east line of said Parcel A, 30.27 feet to the Point of Beginning;

Thence North 90 degrees 00 minutes 00 seconds East, 538.03 feet; thence North 00 degrees 00 minutes 00 seconds East, 39.10 feet to the north line of said Tract 1, said line also being the south line of said Sunset Hills Extension 31; thence North 87 degrees 47 minutes 18 seconds East, 136.10 feet to a point being on the south line of a 1.402 acre tract of land (recorded in plat book "OO" page 200 at the Tazewell County Recorder's Office); thence South 00 degrees 00 minutes 00 seconds East, 150.11 feet; thence North 90 degrees 00 minutes 00 seconds West, 136.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 60.76 feet to a point on the proposed permanent storm water easement; the following 7 courses are along said permanent easement, thence North 90 degrees 00 minutes 00 seconds East, 15.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 45.76 feet; thence South 90 degrees 00 minutes 00 seconds East, 106.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 120.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 106.00 feet ; thence South 00 degrees 00 minutes 00 seconds East, 44.24 feet; thence North 90 degrees 00 minutes 00 seconds West, 552.81 feet to a point being on said west line of Tract 1; thence North 00 degrees 51 minutes 19 seconds West, along said west line of Tract 1, 15.00 feet to the Point of Beginning and containing 14,955 square feet, more or less, or 0.343 acres, more or less.

MW
Midwest Engineering
Associates, Inc.

140 E. Washington Street
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com

IL Design Firm Reg. No.
184-005896

PART OF TRACT 1 (RECORDED IN PLAT BOOK "AA" PAGE 58 AT THE TAZEWELL COUNTY RECORDER'S OFFICE), BEING A PART OF THE NORTHWEST QUARTER OF SECTION 13 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, ALL BEING IN TOWNSHIP 25 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS

**TEMPORARY
CONSTRUCTION EASEMENT
FOR THE
CITY OF PEKIN, IL**

Drawn: BWH 05/03/2019

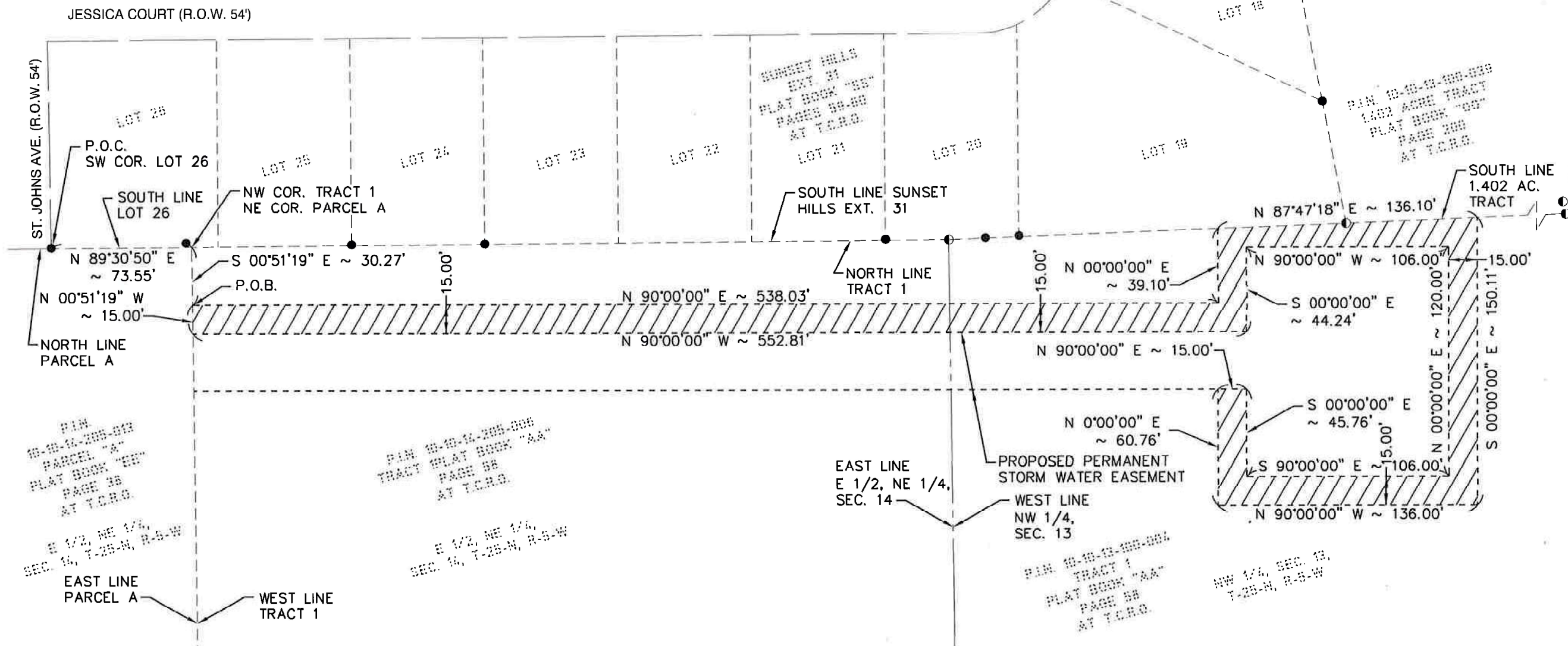
Checked: CJD 05/06/2019

Approved: BWH 05/07/2019

PROJECT
NUMBER 20180186

FIGURE
NUMBER EXHIBIT

Packet Pg. 521



NOTES:

1. AREA OF PROPOSED TEMPORARY CONSTRUCTION EASEMENT: 14,955 SQUARE FEET, MORE OF LESS, OR 0.343 ACRES, MORE OR LESS.

LEGEND

- - FOUND IRON ROD/REBAR
- - FOUND IRON PIPE
- X - FOUND CHISELED "X"
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- N 73°34'01" E 45.80' - MEASURED BEARING
- (S 73°34'01" W) - MEASURED DISTANCE
- T.C.R.O. - RECORD BEARING
- P.I.N. - TAZEWELL COUNTY RECORDERS OFFICE
- PARCEL IDENTIFICATION NUMBER
- NOT TO SCALE
- SECTION LINE
- EXISTING LOT LINES
- EXISTING RIGHT OF WAY LINES
- PROPOSED EASEMENT LINE
- AREA OF PROPOSED EASEMENT

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

WE, MIDWEST ENGINEERING ASSOCIATES, INC., BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THE ATTACHED TEMPORARY CONSTRUCTION EASEMENT DRAWING. SAID LAND BEING PART OF TRACT 1 (RECORDED IN PLAT BOOK "AA" PAGE 58 AT THE TAZEWELL COUNTY RECORDER'S OFFICE), BEING A PART OF THE NORTHWEST QUARTER OF SECTION 13 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, ALL BEING IN TOWNSHIP 25 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID TEMPORARY CONSTRUCTION EASEMENT DRAWN TO A SCALE OF ONE INCH EQUALS SIXTY FEET (1" = 60').

DATED THIS 7TH DAY OF MAY, 2019.

BY: [Signature]
MIDWEST ENGINEERING ASSOCIATES, INC.
BRYAN W. HARTMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR #3677
MY LICENSE EXPIRES: 11/30/2020



S:\ENGINEERING\PROJECTS\PEKIN, CITY OF\20180186_VISTA GRANDE STORM WATER IMPROV\400 CAD\401 SURVEY\BOUNDARY\TAGRANDE.DWG



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Mark Rothert, City Manager

Sponsors:

AGENDA ITEM: FY20 Independent Contractor Agreement for Economic Development Services

ACTION REQUESTED: Adopt Resolution No. 8-19/20.

DESCRIPTION: Economic development can be broadly defined as a group of programs or activities that seeks to improve the economic well-being and quality of life of a community. These activities include:

- Pursuing business attraction leads;
- Helping entrepreneurs start their companies;
- Meeting with existing businesses to do check-in's;
- Coordinating economic development assets (sites, infrastructure, TIF Districts, Enterprise Zone, Opportunity Zone, Downtown, commercial corridors, etc.);
- Providing technical assistance, information or resources to Pekin businesses;
- Marketing the City and its prospective development sites;
- Assisting with businesses with location and financial packaging;
- Tourism development; and
- Identifying workforce development opportunities, trainings or partnerships.

For the past seven months, the City has utilized the services of Mr. Matt Fick on a part time basis to undertake the above economic development efforts. In that time, Mr. Fick has worked with staff, developers and our business community to foster potential development deals and projects. Because economic development can be viewed as a marathon undertaking, staff is recommending a continuation of the contractual agreement with Mr. Fick so that he can continue focus on these efforts over the next fiscal year.

Under the contractual agreement, Mr. Fick will be considered an independent contractor and not a city employee with employee benefits.

FINANCIAL IMPACT: The hourly contractual rate is \$60/hour, representing approximately 1,248 hours or \$74,880 and to be paid out of the following budgeted funds:

		<u>Budget</u>	<u>YTD Expended</u>	<u>Request</u>
270-270-560500	CBD TIF	\$25,000	\$ 0	\$46,000
570-570-569000	Econ. Development	\$61,000	\$ 0	\$26,000
208-208-569000	Tourism	\$10,000	\$ 0	\$ 3,000
		\$96,000	\$ 0	\$75,000

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City will continue its economic development efforts.	
IMPACT IF DENIED: The City will have no dedicated person focusing on economic development opportunities.	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:	
✓	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager:	
Mark A. Rothert _____ Mark A. Rothert, City Manager	Mark A. Rothert _____ Mark A. Rothert, City Manager
6/5/2019	6/5/2019
Date:	

Resolution No. 8-19/20 Independent Contractor Agreement for FY20 Economic Development Services

WHEREAS, the Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the “City”), have determined that the Independent Contractor Agreement for Economic Development Services is in the best interest of the citizens of the City of Pekin.

NOW THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The Independent Contractor Agreement for Economic Development Services attached hereto as **Exhibit A** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Independent Contractor Agreement for Economic Development Services and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The Independent Contractor Agreement for Economic Development Services shall be effective the date of its approval.
4. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

MAYOR

ATTEST:

CITY CLERK

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) is made between the City of Pekin, an Illinois municipal corporation located at 111 South Capitol Street, Pekin, IL 61554 (the “City”) and Matt Fick, sole proprietor and located at 59 Hickory Ridge Drive, Morton, IL 61550 (the “Contractor”).

WHEREAS, the City requests Contractor to perform services for it; and

WHEREAS, the City and Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Economic Development Services. The City shall retain Contractor and Contractor shall provide City with economic development services. Such economic development services may include but are not limited to the following:

a. BUSINESS ATTRACTION

- Business attraction prospect lead generation
- Sales and Marketing of the City and prospective development sites
- Incentive packaging/deal structuring
- Deal closure

b. BUSINESS EXPANSION AND RETENTION (BRE)

- BRE visits and business check-in's to Pekin businesses
- Providing technical assistance, information or resources to Pekin businesses

c. BUSINESS DEVELOPMENT

- Recruitment startups or entrepreneurs to Pekin
- Assistance with site location and financial packaging for business growth

d. MISCELLANEOUS

- Tourism development
- Coordination of economic development assets (sites, buildings, infrastructure, TIF Districts, Enterprise Zone, Opportunity Zone, Downtown, riverfront, commercial corridors, etc.)
- Federal and State grant procurement
- Identification of workforce development opportunities, trainings or partnerships
- Participation in regional economic development efforts
- Coordinated communications with other city staff
- Monthly reporting of activities and projects.

2. Term and Work Hours.

- a. Term of Agreement. The term of this Agreement shall commence May 1, 2019 and end April 30, 2020, unless otherwise terminated sooner via Section 11 of this Agreement. At any time, the parties may choose to extend this Agreement for any desired time period, upon mutual written agreement.
- b. Work Hours. Contractor shall set his own work schedule and generally work a total of 24 hours per week during the term of the agreement, unless otherwise amended and approved by the City through its City Manager.

3. Compensation.

- a. Hourly Compensation. In consideration for the services to be performed by the Contractor listed in Section 1, City agrees to pay to Contractor the sum of \$60 per hour for work performed. Invoices shall be issued to City by Contractor bi-weekly after performance of any work performed. City shall reimburse Contractor within fifteen (15) days upon receipt of a request for reimbursement from the Contractor. The Contractor shall provide City with documentation supporting all expenses related to hourly compensation and at City's request, provide such information within 5 days.

4. Related Expenses and Access to City Property.

- a. Related Expenses. The City shall reimburse Contractor for all pre-approved, reasonable and necessary expenses incurred in connection with the services provided, such as mileage.
- b. Use of City Offices and Equipment. If needed to conduct business on behalf of the City, City may provide Contractor the use of the following:
 - i. Office space
 - ii. Computer or laptop
 - iii. Telephone
 - iv. Fax machine
 - v. Copier
 - vi. Office supplies
 - vii. Mailing system

The Contractor shall also have access to a City email account and the City's network.

5. Taxes.

- a. City shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor. Contractor shall be exclusively responsible for the payment of all taxes, withholding payments, contributions to insurance (including Illinois unemployment insurance should such payments be applicable), contributions to pensions or other deferred compensation plans, Workers' Compensation obligations and FICA (Social Security and Medicare related taxes) obligations and the filing of all necessary documents, forms and returns pertinent to the foregoing.
- b. Contractor and City agree to promptly notify each other and mutually cooperate in any investigation or proceeding regarding Contractor's independent contractor status. Contractor shall defend and hold harmless the City against any and all claims that the City is responsible for the payment or filing of the foregoing payments, withholdings, contributions, taxes and documents and returns, including, but not limited to FICA taxes, FUTA taxes, state employment security obligations, and Federal and state employer income tax withholding obligations, interest and penalties.
- c. It is expressly understood that the City will issue the required Internal Revenue Service Form 1099 to Contractor. Contractor will be responsible for his own tax obligations. Contractor specifically acknowledges that he is not entitled to unemployment insurance benefits at the end of this agreement. Any effort by Contractor to involve the City in benefit disputes beyond the scope of this Agreement will entitle the City to recover its attorneys' fees when defending itself from damages caused by Contractor's improper conduct.

6. Changes.

- a. Change Orders. The City, without invalidating this Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions.
- b. Change Order Requirements. All change orders shall be a written order signed by the City and shall specify:
 - i. the elements of the Services to be changed, and

- ii. the impact, if any, that the requested change will have on (A) the compensation, (B) time for performance or (C) any other terms or conditions of this Agreement.
- c. Adjustments to Compensation. In the event that any such changes materially impact the cost to the Contractor of performing the Services or the time required for such performance, the parties shall negotiate in good faith a reasonable and equitable adjustment in the fees and schedule, as applicable.

7. Independent Contractor Status.

- a. Status. Contractor is an independent contractor of City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- b. No Authority. Contractor shall have no authority to act as agent for, or on behalf of, City, or to represent City, or bind City in any manner.
- c. No Employee Benefits. Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of City.

8. Representations and Warranties. The City and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into the Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the City or the Contractor respectively and any other person, firm or organization or any law or governmental regulation.

9. Confidential Information. Contractor and its employees shall not, during the time of rendering services to the City or thereafter, disclose to anyone other than authorized employees of the City (or persons designated by such duly authorized employees of the City) or use for the benefit of Contractor and its employees or for any entity other than the City, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the City projects or programs; the technical, commercial or any other affairs of the City; or, any confidential information which the City has received from a third party.

10. Intellectual Property.

- a. Work Product. During the course of performing Economic development services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with City, develop information, produce work product, or achieve other results for City in connection with the Economic development services it performs for City.
- b. Ownership. Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/ or City in connection with such Economic development services (hereinafter referred to collectively as the "Work Product") shall, to the extent by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S. C. 101), and shall remain the sole and exclusive property of City.
- c. Assignment of Interest. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to City all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.

- d. Moral Rights. Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
- e. Assistance. Contractor further agrees to provide all assistance reasonably requested by City, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of City's rights in the Work Product.

11. Termination.

- a. Notice of Termination. This Agreement may be terminated by either the City or the Contractor at any time for any reason, with or without cause, by giving fourteen (14) days from written notice of termination. The City may terminate this agreement immediately upon written notice in the event Contractor engages in gross or willful misconduct which causes material damage to the City.
- b. Payment Upon Termination. The City will pay Contractor for all Services performed by Contractor through the date of termination.

12. General Provisions.

- a. 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.
- b. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- c. Amendment. This Agreement may be amended only by written agreement of the parties.
- d. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- e. Assignment. This Agreement shall not be assigned by either party without the consent of the other party.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules.
- g. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the City and the Contractor have each executed and delivered this Agreement as of the Effective Date.

CITY OF PEKIN, ILLINOIS

MATT FICK

By: _____
Mark A. Luft, Mayor

By: _____
Matt Fick, Sole Proprietor

Attest: _____
Sue McMillan, City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: Mark Rothert, City Manager

Sponsors:

AGENDA ITEM: Resolution No. 6 Intergovernmental Agreement with Greater Peoria Mass Transit District

ACTION REQUESTED: Adopt Resolution No. 6-19/20 approving an agreement with GPMTD not to exceed an annual payment of \$205,000.00.

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 2018-2019. The annual fiscal impact to the City is not to exceed \$205,000.

FINANCIAL IMPACT:

Amount:	\$205,000
Line item:	100-990-565900(CityLink Contract)
Line item budget:	\$205,000
FY19 Year to Date Expenses as of 07/05/18 (unaudited):	\$0
Remaining Funds in line item:	\$205,000

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Pekin is provided with public transportation

IMPACT IF DENIED: Pekin is not provided with public transportation

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

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

	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager:	
Mark A. Rothert Mark A. Rothert, City Manager 6/5/2019 Mark A. Rothert Mark A. Rothert, City Manager 6/5/2019	
Date:	

**Resolution No. 6-19/20 Intergovernmental Agreement with Greater Peoria Mass
Transit District for 2019-2020 Transit Service in Pekin**

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 are agreeable to adopt a newly revised intergovernmental agreement to continue public transportation services for a one year term starting July 1, 2019 through June 30, 2020.

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

In the exercise of its home rule powers, that the Mayor of the City of Pekin is authorized to execute and enter into an Intergovernmental Agreement 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, 2019 to June 30, 2020.

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES

WHEREAS, the City of Pekin (hereinafter referred to as "Pekin") desires to seek the benefits of having its 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:

Pekin will make its best efforts during the contract period to assist Greater Peoria Mass Transit District in the provision of service to Pekin.

1. OVERALL SERVICE

Greater Peoria Mass Transit District understands the needs within Pekin and the requirements and responsibilities of the provider of transit services in working with the City officials. Greater Peoria Mass Transit District has ensured complete professionalism and cooperation regarding all aspect of overall city administration responsibilities and council requirements.

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 would be mutually agreed by and between the parties and no changes to times or routes would be made without notice and approval by the City of Pekin.

3. VEHICLES

Greater Peoria Mass Transit District will provide the buses for the service and all of the maintenance for the vehicles.

4. ACQUISITIONS OF ASSETS AND EQUIPMENT

Greater Peoria Mass Transit District will provide all support equipment including spare parts, radios and cameras for the buses and other supplies.

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 are equipped with communication units to ensure constant communication with the dispatcher and drivers. Providing an adequate network to support the efforts of drivers as they serve the public is essential. Greater Peoria Mass Transit District's continuing philosophy is to staff its supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed. The supervisor will 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 proposes to utilize its existing dispatchers to handle normal dispatching duties for the service in Pekin. Dispatchers are the managers of the road operations and as such are 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. This is to ensure a completely calm and professional work area and to afford ease of communication with each operator including the ones servicing Pekin.

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 use good faith efforts to comply with all federal, state and local employment regulations and to supply all required state and local permits in addition to ensuring that all drivers are properly licensed for the service. Employees of a service organization, especially those with regular contact with passengers, can literally make or break the quality reputation of the service. It is important that employees providing transit service to Pekin understand not only that the community values the service they provide, but that they are valued as well. As an organization Greater Peoria Mass Transit District creates an environment that celebrates the importance of employee effort and contributions. Greater Peoria Mass Transit District relies on a screening process that includes well-defined descriptions of job duties, acceptable hiring standards, selection criteria that identify the best employees and a strict adherence to the process which makes it all work.

6. FACILITIES

Greater Peoria Mass Transit District shall store the buses at its maintenance facility at 2105 NE Jefferson Avenue, Peoria Illinois 61603-3587, or at a secured location owned or maintained by the District.

7. VEHICLE MAINTENANCE

Greater Peoria Mass Transit District proposes to provide all vehicle maintenance. To achieve Greater Peoria Mass Transit District's goal of maintaining a positive image for the service, it will be imperative that vehicles be well maintained, minimizing any potential for breakdowns. To build customer ridership, service must be dependable, clean and comfortable. 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 demand response services in Pekin. In keeping with that commitment Greater Peoria Mass Transit District is proposing to employ two separate vehicles operated by GPMTD's ADA service provider for ADA paratransit trips within Pekin service area.

A. Paratransit Eligibility

Greater Peoria Mass Transit District will use the same ADA eligibility procedure that is currently utilized in Peoria. Pekin residents shall obtain an ADA application through Greater Peoria Mass Transit District's Mobility Director's office or through the District's website. This procedure would entail submission of a completed application to the Greater Peoria Mass Transit District and an assessment and monitoring performed by OSF. No additional staff would be required. 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 FTA or federal law.

B. ADA Reservation Calls

ADA reservation trips can be scheduled 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 in its operation of Pekin service incorporate all safety programs and practices 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 essentially serve as the first point of contact for all callers and residents requesting transit service in Pekin. Thus, it is imperative that each call be conducted in a polite, courteous and professional manner, as this experience will often determine the persons overall impression of the entire system. 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 feedback shall be responded to promptly and courteously. Customer comments are generally received from the following sources: telephone, written, personal contact and surveys.

C. Pass Sales

Greater Peoria Mass Transit District will continue to sell passes at a series of locations in Pekin where passes can be sold similar to those that exist in Peoria. The Transit Center also sells passes that Pekin riders could purchase.

12. TRAINING

Greater Peoria Mass Transit District will continue an extensive training program of its drivers, road supervisors, dispatchers, telephone operators, and maintenance and customer service personnel. This training will concentrate on familiarizing 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 or good faith settlements agreeable to the Greater Peoria Mass Transit District or settlements arising out of or alleged to have arisen out of the negligence of Greater Peoria Mass Transit District for the services provided under the Agreement.

14. CONTRACT TERM

This proposal shall start on July 1, 2019 and expire June 30, 2020. Notice of the election to not renew shall be given by the City of Pekin at least one hundred and twenty (120) days prior to the end of the current contract term. In the event the parties cannot reach an agreeable contract price, the agreement may be terminated upon thirty (30) days' notice. Either part during any point in the contract, shall have the right to terminate this agreement and service, upon sixty days (60) written notice to the other party.

15. COST

The City of Pekin agrees to pay Greater Peoria Mass Transit District through 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 \$205,000.

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 Greater Peoria Mass Transit District may provide the transit benches, transit shelters and/or pickup/drop-off facilities ("Bus Stop Improvements"). The City of Pekin is responsible to receive any written approval prior to beginning the installation and construction of the Bus Stop Improvements from applicable parties.
2. 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.
3. 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, regulations.

17. REVIEW OF RECORDS and BOOKS

The books and records of GPMTD are available for inspection by the City of Pekin.

City of Pekin

Greater Peoria Mass Transit District

By: _____
Mark A. Luft, Mayor

By: _____
Art Bell, Chair

Date: _____

Date: _____

EXHIBIT I

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 $\frac{3}{4}$ mile of a fixed route

**REQUEST FOR COUNCIL ACTION****Agenda Date: June 10, 2019****To: Council Members****From: Sue McMillan, City Clerk****Sponsors: Sue McMillan, City Clerk****AGENDA ITEM:** Kroger assessment review PTAB**ACTION REQUESTED:** Adopt Resolution No. 7-19/20.**REQUIRED SIGNATURES****Finance Department** (Certification of Availability of Funds):
Date:**City Manager:****Mark A. Rothert**

Mark A. Rothert, City Manager

6/6/2019

Date:

**Resolution No. 7-19/20 Authorization to Intervene in Property Assessment Appeal
Kroger Limited Partnership I PIN 04-04-35-456-004**

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 7-19/20

City of Pekin

_____, 2019

WHEREAS, the owner of Parcel No. 04-04-35-456-004 (the "Property") has filed a complaint with the Tazewell County Board of Review (the "Board of Review") for the purpose of challenging the assessed value assigned to the Property; and

WHEREAS, City of Pekin ("City") has objected to the change in assessed value; and

WHEREAS, the Board of Review has affirmed the assessment originally assigned to the Property; and

WHEREAS, the owner of the Property has appealed the decision of the Board of Review to the Illinois Property Tax Appeal Board ("PTAB"); and

WHEREAS, it is in the best interests of the City to intervene in the proceedings currently pending before PTAB; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT the Attorney for the City is hereby authorized and directed to obtain an appraisal for the Property and petition for leave to intervene in the proceeding involving the assessment of the Property, which proceeding is identified as Docket No. 18-01380.001-C-3 currently pending before the Illinois Property Tax Appeal Board.

APPROVED:

Mayor

ATTEST:

Secretary

Attachment: KROGER LIMITED ASSESSMENT REVIEW RES. NO. 7 (1766 : Kroger assessment review PTAB)

Date 4/22/19

To: Mary Burress, Tazewell County Treasurer
 Sarah Tracy, Pekin Township Assessor
 Janet Homerin, Pekin Township Supervisor
 Sue McMillan, Pekin City Clerk
 Glayn Worrell, Grade School District #108
 Carla Schaefer, High School District #303
 Bruce Budde, Jr. College District #514
 Cameron Bettin, Pekin Park District
 Jeff Brooks, Pekin Public Library
 Christopher Oswald, Attorney
 Burt Dancey, Attorney

Pursuant to Public Act #38-1464, the Board of Review is required to notify all taxing districts affected by the existence of an appeal before the Property Appeal Board of the State of Illinois involving a proposed change in the assessed valuation of property in an amount of \$100,000 or more.

An appeal has been filed by:

Appellant: Kroger Limited Partnership I
PIN # 04-04-35-456-004
Docket #18-01380.001-C-3

Current Assessed Valuation	Requested Assessed Valuation	Assessment Change
\$1,940,430	\$983,235	\$957,195

If it is your intent to object to the proposed change, you may submit your objection by mail or contact the Board of Review at the above address or phone number within 14 days of this letter.


 Don Edie, Co-Chairman
 Tazewell County Board of Review

Attachment: KROGER LIMITED ASSESSMENT REVIEW RES. NO. 7 (1766 : Kroger assessment review PTAB)



REQUEST FOR COUNCIL ACTION

Agenda Date: June 10, 2019

To: Council Members

From: John Lebegue, Building & Inspections

Sponsors:

AGENDA ITEM: Resolution for the demolition of a dangerous property at 1407 S. 6th Street

ACTION REQUESTED: To adopt Resolution No. 5-19/20 authorizing the demolition of 1407 S. 6th Street.

DESCRIPTION: The Inspections Department has inspected the premise with the common street address of 1407 S. 6th Street and have found that the structures on the subject property has been an abandoned home since 2000 and constitutes an immediate safety hazard and poses a danger to the health, safety and welfare of the City, and deem it in the best interests of the City of Pekin that the structure at 1407 S. 6th Street be demolished. To meet the requirements of the demolition process, the Inspections Department will duly notify all interested parties, publish a Notice to Abate notice in a newspaper of general circulation and post a notice on the subject property as required by State statute. The Inspections Department requested demolition quotes from Dave Burling & Son Excavating; Wayne Litwiller Excavating, Inc.; Advance Demolition; and River City Demolition for anticipated demolition, clean up and restoration of the property at 1407 S. 6th Street. Of the four companies that were sent quote requests, only Wayne Litwiller Excavating, Inc. submitted a quote for the demolition of 1407 S. 6th Street. The bid the City received from Wayne Litwiller Excavating, Inc. was reasonable and staff recommends that the demolition of the abandoned and dangerous home at 1407 S. 6th Street be performed by Wayne Litwiller Excavating, Inc. for the cost of \$9,850.00.

FINANCIAL IMPACT: Funding for demolition of the 1407 S. 6th Street (\$9,850.00) will be paid out of line item 100-793-562500 (Demolition) budgeted at \$25,000 in the FY 19/20 budget.

NEIGHBORHOOD CONCERNS: The subject property is abandoned and given the dilapidated condition poses a hazard to the health, safety and welfare of the neighborhood in which the property is located and constitutes a source of blight and public nuisance. The Inspections Department has received numerous complaints from neighboring property owners in regard to the condition of the property and the neighbor to the north of the property sustained significant damage to his property from the dying tree that is currently located in the rear yard of the subject property. The dying tree would also be removed as part of the demolition activities to prevent further danger to adjacent properties.

IMPACT IF APPROVED: A source of blight and public nuisance will be abated and the safety and health of the affected neighborhood will be markedly improved.

IMPACT IF DENIED: The dangerous and dilapidated property at 1407 S. 6 th Street will continue to pose a danger and constitute a public nuisance and negatively impact the health and safety of the neighborhood where the property is located.	
ALTERNATIVES: N/A	
RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
X	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager: Date:	

**Resolution No. 5-19/20 A Resolution Regarding Authorization of Demolition of
1407 S 6th Street**

**RESOLUTION NO. 5 - 19/20
A RESOLUTION REGARDING AUTHORIZATION
OF DEMOLITION OF 1407 S. 6TH STREET**

WHEREAS, the Code Enforcement Officer has inspected the premises with the common address of 1407 S. 6th Street and more particularly described as follows:

Sec 2 T24N R5W Pekin Gardens Addn. Lot27 Blk. 1 SW ¼, situated in Tazewell County, Illinois; and

WHEREAS, the Code Enforcement Officer has filed with the City Clerk a report regarding the inspection of the Property; and

WHEREAS, the opinion set forth in said report states that the structure and tree on the Property constitute an immediate and safety hazard and should be demolished; and

WHEREAS, the City Council has reviewed said report and deems it to be in the best interests of the City of Pekin that the structure on the Property be demolished.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN that the Code Enforcement Officer and Corporation Counsel are hereby authorized and directed to take necessary measures to eliminate the safety hazards at the Property, including without limitation, the filing and prosecuting of necessary court action and demolition of the Property.

APPROVED AND ADOPTED by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2019

Mark Luft, Mayor

ATTEST:

Sue E. McMillan, City Clerk

MAYOR

ATTEST:

CITY CLERK



ESTIMATE

Date: April 17, 2019
Customer: City of Pekin
c/o John Lebegue
Phone: (309) 478-5370
Email: jrlebegue@ci.pekin.il.us
Jobsite: 1407 S 6th St. Pekin, IL

Job Details: Demolish existing house

1407 S. 6th St. – Total Estimate: \$9,850.00

Note: Estimate includes clearing out the brush, shrubs, and the tree

The Demolition includes the following:

- Demolition of the house and foundation, and haul off.
- Removal and hauling of any sidewalks, concrete flatwork, outbuildings, driveways, etc.
- All machine time and truck time
- Prevailing wages
- Haul in dirt to fill any voids
- Compact, level, and grade out lot
- Seeding of the lot

Notes:

Wayne Litwiller Excavating, Inc. is not responsible for damage or repair fees to any private utility located on the property that is not a part of J.U.L.I.E. Inc.

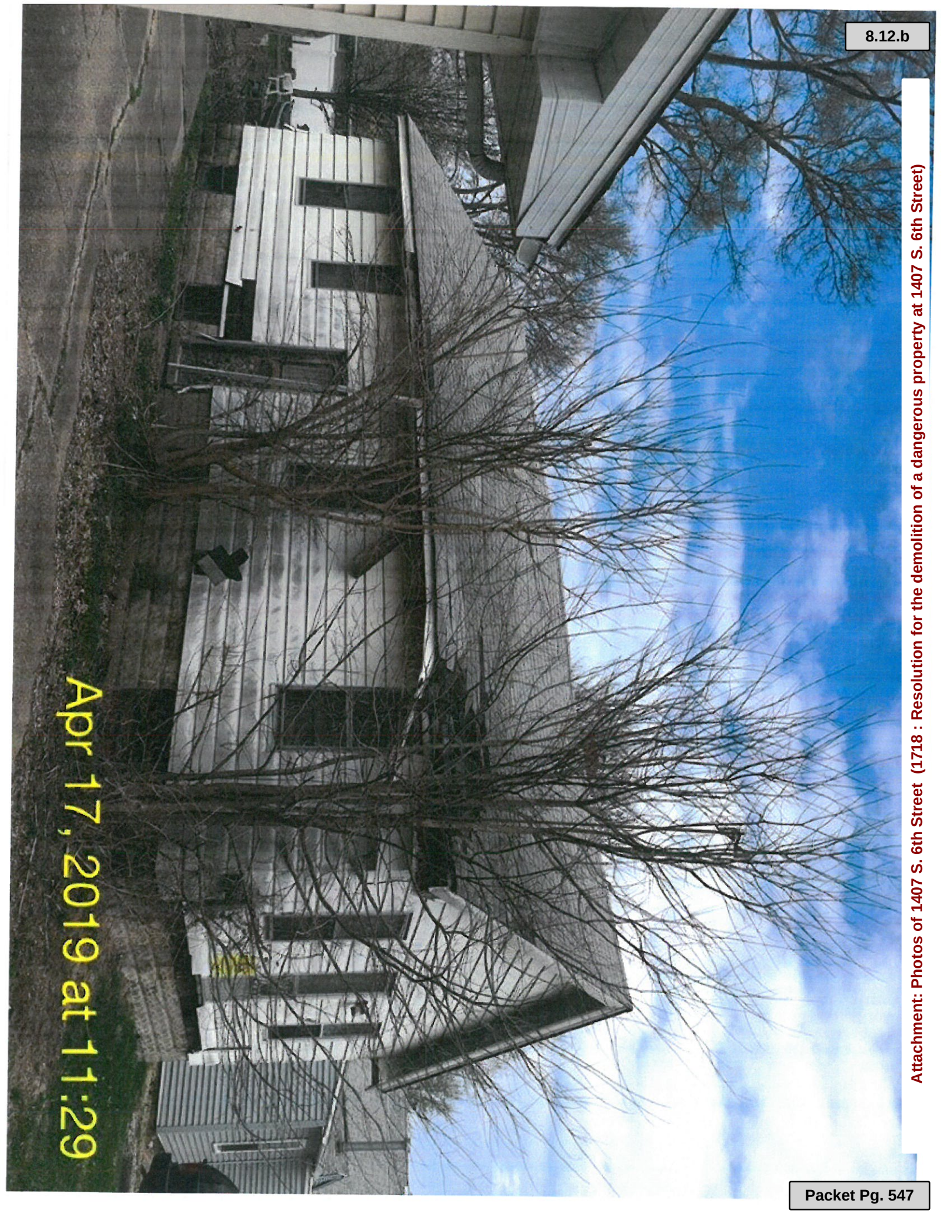
Thank you for the opportunity to quote. For questions or follow-up please contact Jeff Litwiller @ 309-208-3440 or by email wlitexc@yahoo.com.

Apr 17, 2019 at 11:29

Attachment: Photos of 1407 S. 6th Street (1718 : Resolution for the demolition of a dangerous property at 1407 S. 6th Street)

Apr 17, 2019 at 11:29

Attachment: Photos of 1407 S. 6th Street (1718 : Resolution for the demolition of a dangerous property at 1407 S. 6th Street)



Apr 17, 2019 at 11:27

Apr 17, 2019 at 11:26

Attachment: Photos of 1407 S. 6th Street (1718 : Resolution for the demolition of a dangerous property at 1407 S. 6th Street)

Apr 17, 2019 at 11:28

Apr 17, 2019 at 11:27

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OF DEMOLITION OF 1407 S. 6TH STREET

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WHEREAS, the City Council has reviewed said report and deems it to be in the best interests of the City of Pekin that the structure on the Property be demolished.

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APPROVED AND ADOPTED by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2019

Mark Luft, Mayor

ATTEST:

Sue E. McMillan, City Clerk

Attachment: Resolution No. 5-19-20 for Demolition of 1407 S. 6th Street (1718 : Resolution for the demolition of a dangerous property at 1407 S.