



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, MAY 24, 2021 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - May 10, 2021 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Ordinance No. 2970-21/22 Front Yard Setback Variance Request for 2004 Lighter Street ACTION REQUESTED: Approve and Adopt the Ordinance.
6.2.	Ordinance No. 2971-21/22 Front Yard Fence Variance Request for 1522 S 4th Street ACTION REQUESTED: Approve and Adopt the Ordinance.
6.3.	Ordinance No. 2972-21/22 Lot Coverage Variance Request for 1400 Bellaire Avenue ACTION REQUESTED: Approve and Adopt the Ordinance.
6.4.	Accounts Payable to be Paid Proof List thru May 14, 2021
6.5.	Receive and File Bids for Court Street Rehabilitation Project
7.	New Business
7.1.	Resolution No. 253-21/22 Authorizing Agreement with CAT Financial for Lease of CAT 420-07 Backhoe Loader ACTION REQUESTED: Approve and Adopt the Resolution.

7.2.	Resolution No. 254-21/22 Authorizing the Purchase of a Solid Waste Truck from EJ Equipment ACTION REQUESTED: Approve and Adopt the Resolution.
7.3.	Resolution No. 255-21/22 Lease a One Ton Dump Truck with Plow and Salt Spreader from Enterprise Fleet Management ACTION REQUESTED: Approve and Adopt the Resolution.
7.4.	Resolution No. 256-21/22 Approve Traffic Signal Master Agreement with IDOT ACTION REQUESTED: Approve and Adopt the Resolution.
7.5.	Resolution No. 257-21/22 Managed GIS Services Agreement Renewal with Cloudpoint ACTION REQUESTED: Approve and Adopt the Resolution.
7.6.	Resolution No. 258-21/22 MFT Resolution for City responsibility for Allentown Road Construction ACTION REQUESTED: Approve and Adopt the Resolution.
7.7.	Resolution No. 259-21/22 Approve Local Public Agency Agreement with IDOT for Allentown Road Construction (14-00190-00-SP) ACTION REQUESTED: Approve and Adopt the Resolution.
7.8.	Resolution No. 260-21/22 Award Construction Contract for Court Street from Valle Vista to Veterans to UCM ACTION REQUESTED: Approve and Adopt the Resolution.
7.9.	Resolution No. 261-21/22 Tazewell County Health Department Linkage Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
7.10.	Resolution No. 262-21/22 Tyler Technology Amendment to Convert Hardware from 3G to 4G ACTION REQUESTED: Approve and Adopt the Resolution.
7.11.	Resolution No. 263-21/22 Intergovernmental Agreement with Cincinnati Township - Annexation on Karo St ACTION REQUESTED: Approve and Adopt the Resolution.

7.12.	Resolution No. 264-21/22 Comcast Franchise Agreement Renewal ACTION REQUESTED: Approve and Adopt the Resolution.
7.13.	Resolution No. 265-21/22 Comcast Settlement over Underreported Revenues ACTION REQUESTED: Approve and Adopt the Resolution.
7.14.	Ordinance No. 2973-21/22 Amend Code to Address Hotel-Motel Tax applicability to Online Rentals ACTION REQUESTED: Approve and Adopt the Ordinance.
7.15.	Ordinance No. 2974-21/22 Amending the Raffle Code ACTION REQUESTED: Approve and Adopt the Ordinance.
8.	City Council or Staff Reports
9.	Executive Session 5 ILCS 120/2 (c)
10.	Adjourn

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY MAY 10, 2021 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS WILL BE HELD ON MONDAY, MAY 10, 2021 AT 5:30 P.M. IN THE CITY HALL COUNCIL CHAMBERS, 111 SOUTH CAPITOL STREET, PEKIN, ILLINOIS 61554. THE PUBLIC MAY ATTEND WITH PROPER SOCIAL DISTANCING.

**TO JOIN IN THE MEETING FOLLOW THIS LINK:
 HTTPS://ZOOM.US/J/6898035689. BY PHONE, DIAL IN AND LISTEN TO THE MEETING AS FOLLOWS: 1-312-626-6799; THEN ENTER MEETING ID 689 803 5689. YOU MAY SUBMIT COMMENTS DURING PUBLIC INPUT BY SENDING A DIRECT MESSAGE TO THE MEETING HOST USING ZOOM MEETINGS.**

TO VIEW MEETING ONLINE GO TO: HTTP://PEKINIL.IQM2.COM (CLICK BANNER AT THE TOP THAT STATES "VIEW LIVE MEETING") OR CHANNEL 22

PLEDGE OF ALLEGIANCE

Mayor Luft requested Mayor Pro-Tem Orrick lead those assembled in the Pledge of Allegiance.

City Clerk Sue E. McMillan confirmed that all Council Members were physically present except Council Member Garrison who was absent. Mayor Luft declared a quorum was present.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Absent	
Rick Hilst	Councilman	Present	5:17 PM
Karen Hohimer	Councilwoman	Present	5:07 PM
Dave Nutter	Councilman	Present	5:13 PM
Becky Cloyd	Councilwoman	Present	6:21 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:06 PM
John P Abel	Councilman	Present	5:09 PM
Mark Luft	Mayor	Present	5:10 PM

APPROVE AGENDA

3.1. Motion to: Approve agenda

Minutes Acceptance: Minutes of May 10, 2021 5:30 PM (Approval of Minutes)

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

APPROVAL OF MINUTES

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

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

4.2. City Council - Regular Meeting - Apr 26, 2021 5:30 PM

PUBLIC INPUT

Jim Mangan addressed the Council regarding his concern that provisions in Ordinance 2932-20/21 adopted in December 14, 2020 for the sale of property in the 100 block of Elizabeth Street were not followed. He quoted and questioned if the language was to be “found true and correct” and “full force and effect after passage and approval” how could Council in consider a lease agreement on the same property in Ordinance 2969-21/22. He asked what changed; if legal charges and payment for survey work in December were dollars wasted by the taxpayers; if errors were made; who broke the agreement; how a new ordinance could be voted on if the original not rescinded. Mr. Mangan urged the council to change language that gave blanket approval to the Manager.

John McNish referred to the history of Court Street/Veterans Drive including a 4 cent gas tax in 1996, lanes opening at Commercial and Veterans 2003, and the \$30 million State funding for the transfer of Rt 9. He expressed concern of continuing to drive Court Street with potholes. Mayor Luft explained the funding history, delays, and the anticipated sections scheduled for maintenance construction of Court Street as well as money b put in roads for Parkway and Derby Streets. Mr. McNish continued and commented on the following topics: Pizza Peel development agreement, budgeted funds for ADA Class Action lawsuit, funding of fire and police pensions, solid waste collection of mattresses, The public’s questions not being answered, and the parking lot study.

CONSENT AGENDA

Motion to: **Approve Consent Agenda**

Mayor Luft read and presented 5 items for consideration by the Council. The Consent Agenda was approved by Omnibus vote.

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

6.1. Financial Reports March FY2021

6.2. Accounts Payable to be Paid Proof List thru April 30, 2021

6.3. Police Department Stats - March 2021

6.4. Police Department Stats - April 2021**6.5. Proclamations Municipal Clerk Week and Public Works Week and Public Service Week****CITY COUNCIL OR STAFF REPORTS**

Council Member Michael Garrison was recognized for his service to the City over the 4 year term by Mayor Luft and then by each Council Member. The Members expressed pleasure in serving with the councilman and his different point of view he brought to the discussions with some surprises along the way. Mayor Luft noted Council Member Garrison's contribution to the Infrastructure Improvements Committee and was invited to remain as a public member. A fitting parting gift would be presented to him.

ADJOURN SINE DIE

- 8.1.** Motion to: **Motion to adjourn Sine Die**
Council adjourned at 6:10 p.m.

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

OATH OF OFFICE

The Oath of Office for newly elected Council Members was administered by City Clerk Sue E. McMillan to Lloyd A. Orrick, David B. Nutter, and Becky Cloyd for four year terms until May 12, 2525.

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY OF PEKIN, ILLINOIS
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL STREET
ON MONDAY, MAY 10, 2021 AT 6:20 O'CLOCK P.M.
MARK A. LUFT*MAYOR* PRESIDING

10.1. Roll Call

PRESENT: COUNCIL MEMBERS, ABEL, ORRICK, HOHIMER, HILST, NUTTER, CLOYD AND MAYOR LUFT

ABSENT: NONE

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

APPROVE AGENDA

- 11.1.** Motion to: **Approve Agenda**

Minutes Acceptance: Minutes of May 10, 2021 5:30 PM (Approval of Minutes)

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

PUBLIC INPUT

Terri Gambetti representing Pekin Mainstreet Board of Directors, presented Downtown Parking Concerns. She stated that the organization was committed to promoting the rehabilitation and historic preservation of Downtown and were seeking assistance with a lack of safe and accessible parking. Nine improvement items from the Board and representatives was submitted to the Council.

1. Tazewell County to enforce employees to park in designated county lots
2. Remove unnecessary/unsightly poles that held "reserved" signs
3. Patch holes in lots and alleys
4. Remove old signs not needed in parking lots
5. Restripe parking lots
6. Restripe the north side of lower 200 Court for diagonal parking
7. Restripe crosswalk and install pedestrian signage from 2nd and Court to Park District lot
8. Restripe crosswalk at 3rd and Court Streets
9. Consider converting alleyway on north side of Court to pedestrian traffic

NEW BUSINESS

13.1. Resolution No. 250-21/22 Adopt CDBG 2021 Annual Action Plan

David Bess, CDBG Program Manager presented the request to adopt the annual Action Plan. He advised the Council as part of the City of Pekin's application to receive continued Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD), the City must complete and submit an Annual Action Plan. The Annual Action Plan outlines the anticipated projects to be undertaken during the associated program year and generally aligns with the overall strategy contained in the 5-Year Consolidated Plan previously approved by the City Council.

He told the Council that a draft version of the proposed document was available for public review and comment on the City's website since April 9, 2021 and the City held a public hearing on April 26, 2021. It was anticipated that this program income would total \$75,000 and he was recommending that the program income would be best utilized for the project category of "public facilities and infrastructure." The proposed plan included the following anticipated expenditures: Demolition \$59,995, Public Services \$187,306, Public Facilities \$519,267, Fire Prevention \$535,000, Economic Development \$60,000, Residential Rehab \$20,000, Administration \$93,133.

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

- 13.2. Resolution No. 251-21/22 Approve Change Order 2 for Phase 3A CSO Project**
 City Engineer Josie Esker explained to the Council that the item was for a change order to the existing Combined Sewer Overflow contract with Contractor, Leander Construction. The change order for 56 days and \$46,805.00 was an addition to the current contract of \$5.5 million. The request for a time extension was due to delays with Railroad negotiations, discussions, and revisions prior to the track crossing work; material delivery delays due to supplier and other sourcing fabrication delays; and unknown utility conflict resolution. The cost change was due to additional compacted subgrade lifts below the railroad tracks at the road crossing. The railroad requirements for backfill below the tub crossing were unclear at the time of bid. Staff chose to bid the project anyway as to avoid delays with the Front Street road project. Ms. Esker recommended the change order as necessary to complete the project. Council Member Orrick questioned the percent of change order to the project and was told .8%.

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

13.3. Resolution No. 252-21/22 Approving Environmental Systems Research Institute Inc. (ESRI) Enterprise Software Agreement

Council was advised that the City's Environmental Systems Research Institute (ESRI) Enterprise License Agreement for Geographic Information System (GIS) software would expire on 5/14/2021. The I.T. Department was seeking to renew the agreement for a period starting 5/15/2021 and expiring on 5/14/2024. This agreement would have three annual payments of \$42,500.00 as budgeted in the forthcoming budget year starting 5/1/2021 and in the two following years, for a total contract of \$127,500.00. The ESRI GIS software was vital to the operation of the City because it was utilized by almost all departments within the City. The GIS system was comprised of computer servers; informational databases that house information for assets in the City; the ESRI software that utilizes the databases; and aerial imagery. Council was further advised of how and where the GIS system was used:

- Address locations for the 911 responses
- Zoning information for zoning maps;
- Routing information for solid waste collection;
- Mapping for economic development purposes;
- Street information for different types of street maps;
- Type, size, depth and location of sewers in the City;
- Street light locations;

- Traffic sign locations; and
- No parking locations.

City Engineer Esker felt the renewal of the software was imperative due to its integral impact on operational efficiency. Mayor Luft questioned if updates came with the software. Dave Hess, Network Support Administrator addressed questions and spoke in support of the expenditure.

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

13.4. Ordinance No. 2969-21/22 Lease Agreement with Stratus Networks on City Lot in 100 Block of Elizabeth Street

City Manager Rothert reported that Stratus Networks Inc. was interested in entering into a long term lease with the City for .241 acres on a lot owned by the City (PIN: 04-04-34-436-015) in the 100 block of Elizabeth Street. Stratus intended to construct a utility cabinet to support their fiber network in the area. Other portions of the lot had previously been used by a cell tower company; leased by the adjacent SEICO; and available for public parking. Stratus Network's ultimate goal was to purchase this property from the City in the future. Mr. Rothert explained the terms of the lease as

- Term: twenty (20) years
- Rent: first lease year \$5,000 second lease year and beyond \$500
- Lot paving: within the first year
- Equipment removal: property of Stratus,
- Option to purchase: during term of Lease
- Purchase price (\$15,600) reduced by all rent previously paid

Council Member Orrick questioned the real estate taxes and was informed that the property was not presently on the tax rolls but as a leased property would be and Stratus responsible for payment. Council Member Nutter questioned moving forward as a lease when there was a halt on purchasing the property. Council was advised Miller Hall & Triggs had reviewed the real estate transaction and the lease was the best option while working through clear title with the cell tower company located on the parcel.

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

13.5. Discussion - Downtown Parking Lot Study & Pekin Main Street Recommendations

Discussion was opened by Mayor Luft noting the State was entering the Bridge Phase 5 for reopening and the City could move in a direction to address such project as the parking study without COVID holdups.

Council reviewed the conceptual layouts provided by Mauer-Stutz for 2nd to 3rd Parking Lot, 3rd to Capitol Parking Lot, and 4th & Ann Eliza Parking Lot. Opinion of Probable Construction Cost for each of the lots was provided. City Engineer Esker indicated the schematics for 2nd to 3rd Parking Lot was no longer correct because the City did not acquire 228 Margaret. She spoke to Minstreet's strategies for diagonal parking with restriping and felt a smaller area could be done to judge public reception initially. Discussion of Council followed. Council Member Abel noted there has been interest in the empty buildings downtown but parties are hesitant to occupy because of parking. Council Member Nutter felt that the City could address the suggestions for patching the holes in lots and alleys and the restriping of lots. The Council Member expressed concern that the City continued to survey 2nd to 3rd Street lot when 228 Margaret Street was not purchased and that 353 Court parking was not in the study. City Manager Rothert addressed questions regarding expense, allocation of TIF money, and how much the City had to spend. Council Member Orrick requested the the study interface with the businesses downtown for additional input. Council Member Hilst was not supportive of paving a privately owned parking lot with taxpayer money. Council requested that the Manager obtain estimates for parking lots behind West Dublin Pub, 353 Court, additional information that was suggested and return in a few weeks for discussion and direction from the Council.

CITY COUNCIL OR STAFF REPORTS

The Manager reported that as of April 30, 2021 waiving of late fees would end.

Council Member Orrick stated he did not agree with the information he received of that the City would be accepting applications for TIF funds only until June 4, 2021 at which time that would be review for selection of processing and funding. Council further discussed how the process would work. Council Member Hilst felt changing the process should have come to the Council and set as a Policy. Council requested the Manager to extend the due date until July.

Council Members welcomed and congratulated new Council Member Becky Cloyd in her election to the Council.

Council Member Hilst questioned if an employee had a State license to spray weeds.

Council Member Nutter encouraged the public to attend Pekin Farmers Market now open on Thursday's 3:00 p.m.-6:00 p.m. at the Miller Centers.

Council Member Cloyd expressed appreciation for those attending her fundraiser at the Coffee Connection at which all funds were donated to Pekin Outreach 515 Elizabeth.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 11. LITIGATION AND 5. PURCHASE OR LEASE OF PROPERTY

Motion was made by Council Member Nutter to move to Executive Session 5 ILCS 120/2 (c) 11. Litigation and 5. Purchase or Lease of City Owned Property, seconded by Council Member Orrick at 7:45 p.m. On roll call vote all present voted Aye. Motion Carried.

ADJOURN

There being no further business to come before the Council a motion was made by Council Member Cloyd, to adjourn, seconded by Council Member Orrick. Motion carried viva voce. Mayor Luft adjourned the meeting at 9:10 p.m.

Minutes Acceptance: Minutes of May 10, 2021 5:30 PM (Approval of Minutes)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2970-21/22 Variance Request for 2004 Lighter Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: At the May Zoning Board of Appeals meeting a variance request from William Hurley was heard. The variance is to allow for a an attached deck to be constructed 13 ft. from the front property line which is 12 ft. closer than what is allowed in the R-4 Single Family Residential District on property located at 2004 Lighter Street. Mr. Hurley indicated he thought he had been approved to build the deck and constructed it before hearing that a variance was needed. He stated that the reason for constructing the deck was that the concrete slab that was there prior was uneven and presented a trip hazard and that he felt the deck would be a nice addition to the neighborhood and make the property more attractive. There was no one present from the public to speak for or against the requested variance. The Zoning Board voted 4-0 to approve the request but to double the permit fee for starting construction prior to one being issued. Safebuilt indicated they received Mr. Hurley's application but denied it until he obtained a variance. No record of an inspection can be found. Staff recommends the applicant pay double for his building permit and then have the deck inspected by the City as a contingent requirement to the approval of the variance request.

FINANCIAL IMPACT:

Requested Amount: NA
 Line Item: NA
 Budgeted Amount: NA
 Remaining Funds: NA

IMPACT IF APPROVED: Deck is allowed to remain

IMPACT IF DENIED: Deck is required to be removed

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

WHEREAS, William Hurley (“Petitioner”) is the owner of the property located at 2004 Lighter Street, Pekin, Illinois, more particularly described on the attached Exhibit A (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-7-1 of the City Zoning Code to allow for a 13-foot front-yard setback at 2004 Lighter Street, to accommodate a front yard deck that was constructed on the property; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance on the condition that Petitioner’s building permit fee for the deck be doubled as a penalty for constructing the deck without first obtaining a variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 2-6-10-2(3) of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

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

Section 2. The variance requested by Petitioner to allow for a 13-foot set back on the front yard of 2004 Lighter Street, as described and depicted in Exhibit A attached hereto, is approved; provided, however, that Petitioner shall pay two times the applicable building permit fee as a result of commencing construction prior to securing a variance.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK

pd 5/4/01

ILLINOIS
Community. Opportunity. Home.

City of Pekin - Zoning and Inspections Department

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

RESIDENTIAL VARIANCE APPLICATION**Address of Requested Variance:** 2004 Lighter St**Applicant Name:** William Hurley**Address:** 2004 Lighter St Pekin**Phone #:** _____ **Cell Phone #:** 6303476854 **E-Mail:** whurley34@gmail.com**Property Interest of Applicant:** Owner**Owner Name:** William & Cindy Hurley**Address:** 2004 Lighter St Pekin**Phone #:** _____ **Cell Phone #:** 6303476854 **E-Mail:** _____**Property Information:****Lot Area:** 7788 SQ Ft **Zoning District:** R-4 One Family **Present Use:** Residential**Use of Adjacent Property & Zoning:****North:** Residential**South:** ~~Residential~~ Park**East:** Residential**West:** Residential**Property Identification Number:** 04-04-36-366-004**Legal Description:** (Attach Separate Page) Sec 36 T25N R5W
Crestwood subd sec 2 Lot 21 SW 1/4**Section from Zoning Code Variance is Being Requested:** _____**Reason and Purpose for Request:** (Lot Are, Width, Front/Rear/Side Yard Setback, Parking)Yard Setback For Porch ~ 18' to sidewalk From Porch

Attachment: 2004 Lighter St (2611 : Ordinance No. 2970-21/22 Variance Request for 2004 Lighter Street)



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

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

Variance Standards and Findings (Attach Separate Page if Necessary)

1. The granting of the variance will be in harmony with the purpose and intent of the Zoning Code and will not alter the essential character of the locality.

Explain: Quiet Neighborhood, People walk with kids + dogs being able to sit on front porch will help bring the neighborhood together, we've already

con

2. The plight of the owner is due to special and unique circumstances and that the hardship was not self-created by the petitioning party.

Explain: _____

3. That after balancing the interest of the surrounding property owners, the benefits of granting the variance outweigh the depreciation of the neighboring properties, if any.

Explain: _____

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

[Signature]
 Applicant Signature

4-16-21
 Date

CERTIFICATION BY PROPERTY OWNER

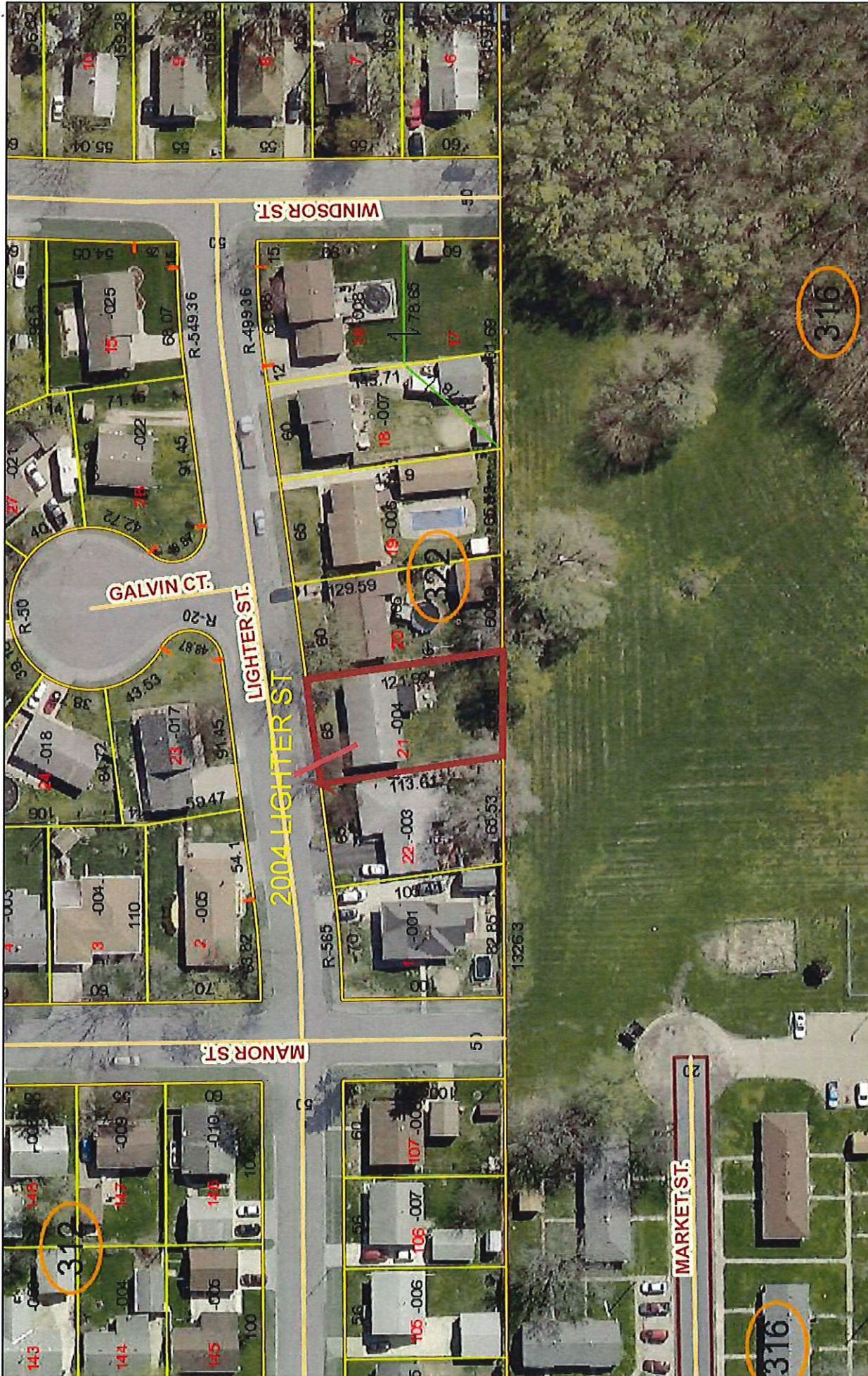
I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

[Signature]
 Owner Signature

4-16-21
 Date

Attachment: 2004 Lighter St (2611 : Ordinance No. 2970-21/22 Variance Request for 2004 Lighter Street)

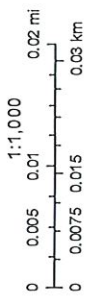
2004 Lighter St



- I-155 — IL 29 — US 24
- I-474 — IL 98 — Streets
- I-74 — US 150



Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a basis for any legal action. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS staff does not warrant the accuracy, completeness, or reliability of the data, or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.

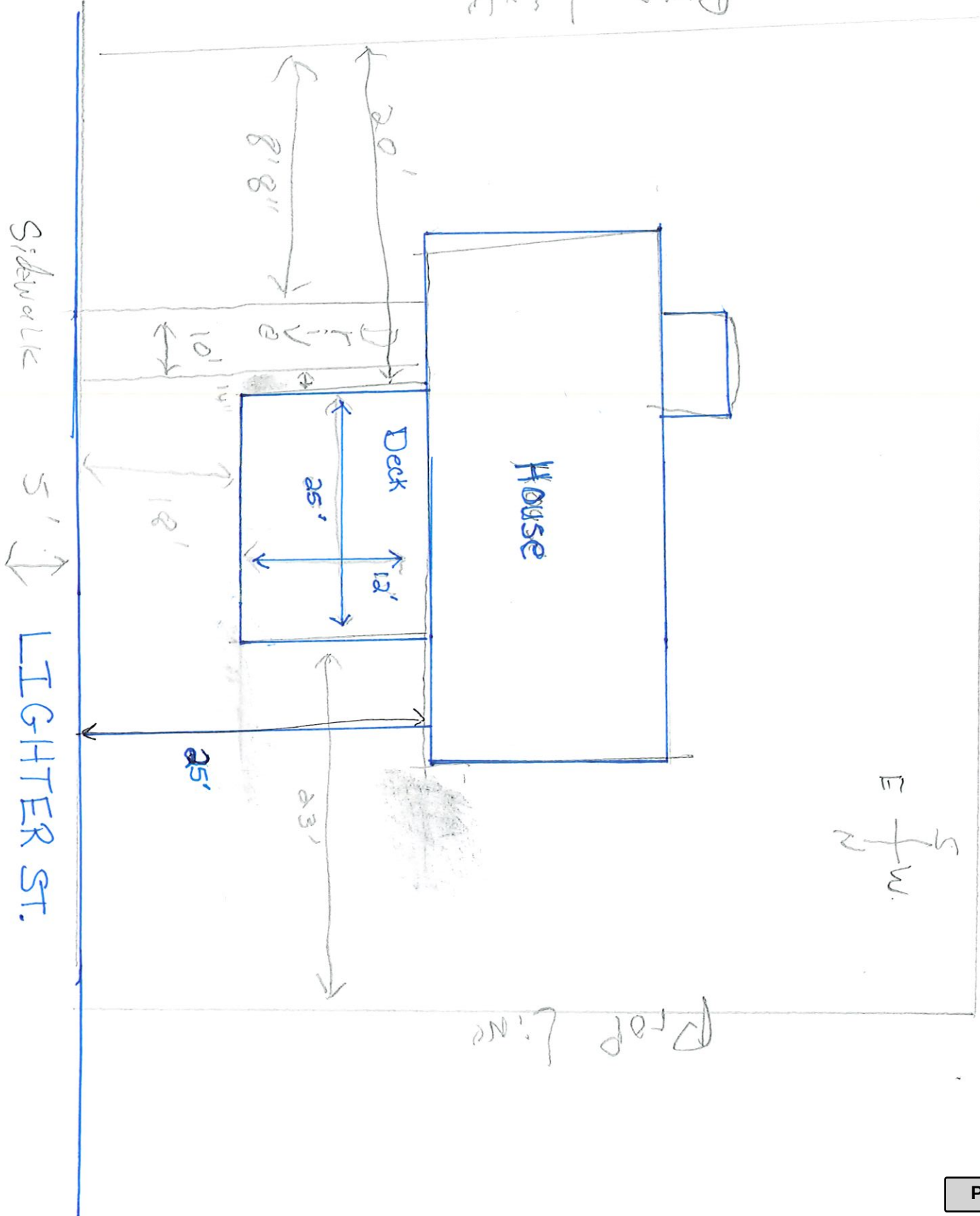


2004 Lighter St



Prop Line

Prop Line



started interacting more. Maybe get
 a Block Party started. Wood Porch
 will look way better than the concrete
 slab currently there. It will add eye
 and curb appeal to the house, raising property
 values for the surrounding homes also.
 It doesn't detract from view - sits behind
 tree line and doesn't stand out. It
 will be redwood stained, putting it in
 line with brick front of house & shutters.
 Front gutter will be painted to match.
 It also helps keep neighborhood safer by
 having eyes on surrounding area. Plus
 with flowers & plants on and around it
 and a nice rock garden next to it where
 grass won't grow now, helping with the
 new beautify project we are currently
 starting. It also has capability of a future
 ramp entrance as I am 63 and my wife 59
 with hip replacements. The porch will also make
 it easier for us to enter the house as
 we age.

Attachment: 2004 Lighter St (2611 : Ordinance No. 2970-21/22 Variance Request for 2004 Lighter Street)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2971-21/22 Variance Request for 1522 S 4th Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: At the May Zoning Board of Appeals meeting a variance request from Rachel Knight was heard. The variance is to allow for a 6 ft. non-ornamental privacy fence to be located in a front yard in an R-4 Single Family Residential district on property being located at 1522 S 4th Street. Ms. Knight stated that the reason she wanted to have the fence extend into the front yard was to avoid tearing out a concrete patio. This property is a corner lot and therefore the side yard that faces Koch Street is technically considered a front yard as well which created the need for a variance. The petitioner also stated the fence would help cut down on wind that comes from the open fields across the street and add privacy from Derby, which is a heavily trafficked road. ZBA members noted that there were several existing large trees that extended into the front yard beyond what this fence would so it really isn't creating a line-of-sight issues for anyone. There was no one from the public present to speak for or against the requested variance. The Zoning Board voted 4-0 to approve the request. Staff also approves the request.

FINANCIAL IMPACT:

Requested Amount: NA
 Line Item: NA
 Budgeted Amount: NA
 Remaining Funds: NA

IMPACT IF APPROVED: Fence is constructed

IMPACT IF DENIED: Fence is not constructed

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

WHEREAS, Rachel Knight (“Petitioner”) is the owner of the property located at 1522 S. 4th Street, Pekin, Illinois, more particularly described on the attached Exhibit A (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-8-7(b) of the City Zoning Code to allow for a 6-foot privacy fence in the second front yard of the Property, which is a corner lot; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 2-6-10-2(3) of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

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

Section 2. The variance requested by Petitioner to allow for a 6-foot privacy fence in a second front yard at 1522 S. 4th Street, as described and depicted in Exhibit A attached hereto, is approved.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



RECEIVED

APR 21 2021

pd 5/4/21



City of Pekin Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

RESIDENTIAL VARIANCE APPLICATION

Address of Requested Variance: 1522 S 4th St Pekin IL 61554

Applicant Name: Rachel Knight

Address: 1522 S 4th St Pekin IL 61554

Phone #: 309-276-5965 Cell Phone #: 309-276-5965 E-Mail: rknight7667@gmail

Property Interest of Applicant: Privacy fence for Property

Owner Name: Rachel Knight

Address: 1522 S 4th St Pekin IL 61554

Phone #: 309-276-5965 Cell Phone #: 309-276-5965 E-Mail: rknight7667@gmail

Property Information:

Lot Area: 131 x 57 Zoning District: R-4 Home family Residential Present Use: Residential

Use of Adjacent Property & Zoning:

North: Residential

South: Park

East: Residential

West: Residential

Property Identification Number: 04-10-03-432-011e

Legal Description: (Attach Separate Page)

Section from Zoning Code Variance is Being Requested: Front/side yard setback

Reason and Purpose for Request: (Lot Area, Width, Front/Rear/Side Yard Setback, Parking)

I would like to build a privacy fence and extend it out 3 ft, instead of being in line with the house. If we build the fence in line with the house we will have to tear out that patio and reconstruct flower beds. A privacy fence will provide privacy and limit the winds coming from the fields.

Attachment: 1522 S 4th Street (2610 : Ordinance No. 2971-21/22 Variance Request for 1522 S 4th Street)



City of Pekin Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

Variance Standards and Findings (Attach Separate Page if Necessary)

1. The granting of the variance will be in harmony with the purpose and intent of the Zoning Code and will not alter the essential character of the locality.

Explain: Extending the fence by 3ft will still allow traffic to see.

2. The plight of the owner is due to special and unique circumstances and that the hardship was not self-created by the petitioning party.

Explain: By extending the fence out 3ft, it will avoid us having to rip out our patio, and reconstructing flower beds, that were placed by the last owner. I purchased my home in December 2020.

3. That after balancing the interest of the surrounding property owners, the benefits of granting the variance outweigh the depreciation of the neighboring properties, if any.

Explain: Extending the fence only 3ft will still allow space for cars to see on coming traffic. That 3ft will give us just enough room to clear the patio and keep the flower beds the same.

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Rachel Knight
Applicant Signature

04/21/2021

Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

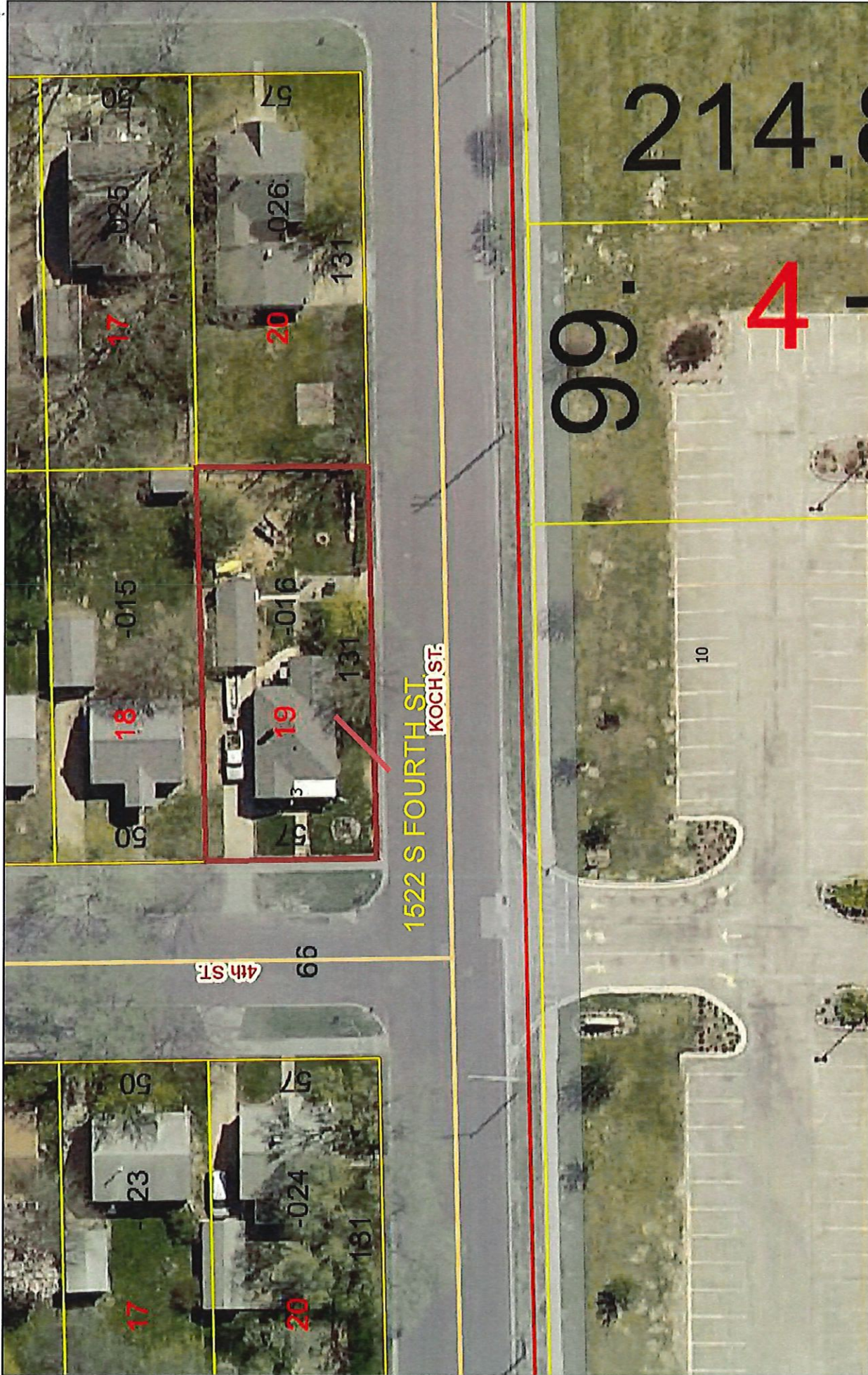
Rachel Knight
Owner Signature

04/21/2021

Date

Attachment: 1522 S 4th Street (2610 : Ordinance No. 2971-21/22 Variance Request for 1522 S 4th Street)

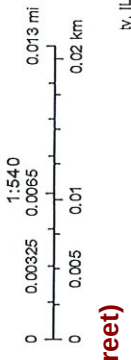
1522 S Fourth St



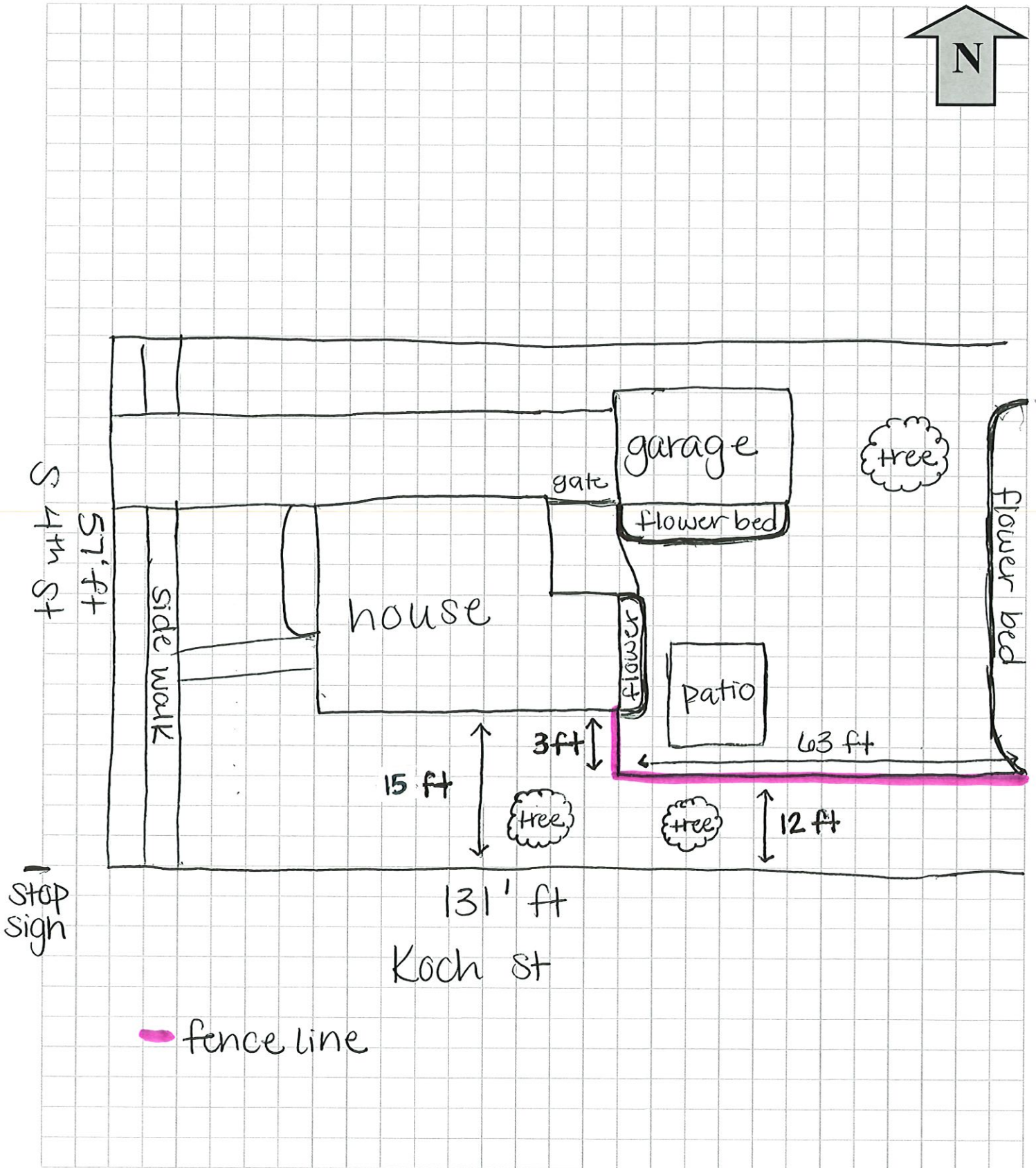
- I-155
- I-474
- I-74
- IL 29
- IL 98
- US 24
- US 150
- Streets



Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a basis for any legal action. The user assumes all responsibility for any use of the information, and any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.



BUILDINGS, BUILDING SIZE, DISTANCE FROM OVERHANG OF BUILDINGS TO FRONT, REAR AND SIDE LOT LINES, LOCATION OF PARKING SPACES, LANDSCAPING, AND OTHER PERTINENT DETAILS "REFER TO CHECKLIST"
NORTH SHOULD BE AT THE TOP OF THE PAGE WHEN YOU BEGIN YOUR DRAWING!



SITE PLAN

EXHIBIT _____



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2972-21/22 Variance Request 1400 Bellaire

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: At the May Zoning Board of Appeals meeting a 2.5 percent lot coverage variance request from Ms. Penny Plowman was heard. The variance is being requested to allow for the installation of a parking pad in the required front yard for property located in an R-4 Single Family Residential district with an address of 1400 Bellaire Avenue. The code allows for up to 50% lot coverage in the R-4 district. Lot coverage includes all poured concrete so the addition of the parking pad puts this property 2.5 percent over the maximum. It was stated that if the petitioner parks their truck on the driveway it would extend out into the sidewalk area, creating an impediment for pedestrians. ZBA members agreed that 14th Street is busy, especially with the school located close by, and having the vehicle completely off the sidewalk would be beneficial. There was no one from the public present to speak for or against the requested variance. The Zoning Board voted 4-0 to approve the request. Staff also approves the request.

FINANCIAL IMPACT:

Requested Amount: NA
 Line Item: NA
 Budgeted Amount: NA
 Remaining Funds: NA

IMPACT IF APPROVED: Parking pad is poured

IMPACT IF DENIED: Parking pad is not poured

ALTERNATIVES: NA

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

WHEREAS, Penny Plowman (“Petitioner”) is the owner of the property located at 1400 Bellaire Avenue, Pekin, Illinois, more particularly described on the attached Exhibit A (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-7-1 of the City Zoning Code to allow for the installation of a parking pad in the front yard, which would result in 52.5% lot coverage, a difference of 2.5% over the maximum lot coverage provided for by the City Code in an R-4 District; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 2-6-10-2(3) of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

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

Section 2. The variance requested by Petitioner to allow for a total lot coverage of 52.5% on the property located at 1400 Bellaire Avenue, as described and depicted in Exhibit A attached hereto, is approved.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK

RECEIVED

APR 5 2021

pd 5/4/21

ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

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

RESIDENTIAL VARIANCE APPLICATION**Address of Requested Variance:** 1400 Bellaire St.**Applicant Name:** Penny Plowman**Address:** 1400 Bellaire**Phone #:** 309 624-9098 ^{work} **Cell Phone #:** 309 642-0594 **E-Mail:** _____**Property Interest of Applicant:** Add additional parking pad**Owner Name:** Penny Plowman**Address:** 1400 Bellaire**Phone #:** 309 624-9098 ^{work} **Cell Phone #:** 309 ⁶⁴² ~~642~~ 0594 **E-Mail:** _____**Property Information:****Lot Area:** 5350 **Zoning District:** R-4 **Present Use:** Residential**Use of Adjacent Property & Zoning:****North:** House **South:** House**East:** House **West:** School Edison CB Smith**Property Identification Number:** _____**Legal Description:** (Attach Separate Page)**Section from Zoning Code Variance is Being Requested:** _____**Reason and Purpose for Request:** (Lot Area, Width, Front/Rear/Side Yard Setback, Parking)Truck is to long, goes over the sidewalk
Can get tickets (Side walk ^{plus} School)
across the street

Attachment: 1400 Bellaire Street (2609 : Ordinance No. 2972-21/22 Variance Request 1400 Bellaire)



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City of Pekin- Zoning and Inspections Department

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

Variance Standards and Findings (Attach Separate Page if Necessary)

1. The granting of the variance will be in harmony with the purpose and intent of the Zoning Code and will not alter the essential character of the locality.

Explain: _____

2. The plight of the owner is due to special and unique circumstances and that the hardship was not self-created by the petitioning party.

Explain: Truck is too long for driveway it goes
over the side walk

3. That after balancing the interest of the surrounding property owners, the benefits of granting the variance outweigh the depreciation of the neighboring properties, if any.

Explain: _____

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Penny Plowman

Applicant Signature

4-5-2021

Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

Penny Plowman

Owner Signature

4-5-2021

Date

Attachment: 1400 Bellaire Street (2609 : Ordinance No. 2972-21/22 Variance Request 1400 Bellaire)



ty, IL

**REQUEST FOR COUNCIL ACTION**

Agenda Date: May 24, 2021
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable to be Paid Proof List thru May 14, 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/12/2021 - 7:43AM
 Batch: 00023.04.2021 - missy1 05-14-21



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
3M									
10727									
9410221077-2	1/27/2021	11.88	0.00	05/14/2021				No	0
445-041-523000 Traffic Street Signs				clear transfer tape on invoice 9410221077					
9410221077-2 Total:		11.88							
3M Total:		11.88							
AAA Certified Confidential Security Corp									
10891									
88918	4/23/2021	38.00	0.00	05/14/2021				No	0
100-761-569000 Other Contractual Service				confidential material disposal 4/23/21					
88918 Total:		38.00							
AAA Certified Confidentia		38.00							
Advance Auto Parts									
12965									
5648	4/21/2021	23.94	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				light bulbs					
5648 Total:		23.94							
5724	4/23/2021	52.15	0.00	05/14/2021				No	0
100-032-522400 General Supplies				air filter for state street genset					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
5724 Total:		52.15							
5725	4/23/2021	16.87	0.00	05/14/2021				No	0
100-032-522400 General Supplies				filters for street genset					
5725 Total:		16.87							
*** 5782	4/26/2021	86.76	0.00	05/14/2021				No	0
223-023-534000 Automotive Expense				fuel filter for sw141					
5782 Total:		86.76							
5821	4/27/2021	0.88	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				bulbs for bus 1157					
5821 Total:		0.88							
5823	4/27/2021	7.92	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				light bulb for bus 1827					
5823 Total:		7.92							
5827	4/27/2021	142.96	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				brake pads					
5827 Total:		142.96							
5930	4/29/2021	40.32	0.00	05/14/2021				No	0
223-026-534000 Automotive Expense				air filters for rc2					
5930 Total:		40.32							
5932	4/29/2021	68.17	0.00	05/14/2021				No	0
699-069-534000 Automotive Expense				wiper blades and vent visors for vmf 604					
5932 Total:		68.17							
*** 5939	4/29/2021	41.87	0.00	05/14/2021				No	0
445-041-534000 Automotive Expense				u-joints and light socket for st454					
5939 Total:		41.87							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
5941	4/29/2021	127.99	0.00	05/14/2021				No	0
445-041-534000 Automotive Expense				front impact sensor st454					
5941 Total:		127.99							
5978	4/30/2021	26.09	0.00	05/14/2021				No	0
501-501-529000 Equipment				soldering gun kit					
5978 Total:		26.09							
6020	5/3/2021	86.57	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				oil filters, headlights and wheel seals					
6020 Total:		86.57							
6021	5/3/2021	12.58	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				headlight harness bus 1070					
6021 Total:		12.58							
7096	4/16/2021	29.26	0.00	05/14/2021				No	0
699-069-522400 General Supplies				anti seize compound					
7096 Total:		29.26							
Advance Auto Parts Total:		764.33							
Alexis Fire Equipment Co. 11112									
0070390in	4/30/2021	1,287.27	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				repairs to rescue 2					
0070390in Total:		1,287.27							
Alexis Fire Equipment Co.		1,287.27							
All Small Engine N More LLC 13945									
*** 1986	4/30/2021	59.00	0.00	05/14/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
501-501-557200 License And Inspection Fees				inspection on rc1					
*** 1986	4/30/2021	610.00	0.00	05/14/2021	No0				
501-501-557200 License And Inspection Fees				inspection on 10 buses					
1986 Total:		669.00							
All Small Engine N More L		669.00							
Amerencilco									
10021									
*** 0931067015	4/20/2021	26.80	0.00	05/14/2021	No0				
100-068-550100 Utilities				324 court st 3/18-4/18/21					
0931067015 Total:		26.80							
*** 0963065243	4/30/2021	1,183.85	0.00	05/14/2021	No0				
100-068-550100 Utilities				various public property 3/2-4/22/21					
*** 0963065243	4/30/2021	35.63	0.00	05/14/2021	No0				
100-068-550100 Utilities				1411 elmgrove tower 3/29-4/27/21					
*** 0963065243	4/30/2021	148.99	0.00	05/14/2021	No0				
501-501-550100 Utilities				1130 koch st unit b 3/14-4/27/21					
*** 0963065243	4/30/2021	149.00	0.00	05/14/2021	No0				
699-069-550100 Utilities				1130 koch st unit b 3/14-4/27/21					
*** 0963065243	4/30/2021	41.45	0.00	05/14/2021	No0				
223-026-550100 Utilities				201 s 2nd 3/8-4/6/21					
*** 0963065243	4/30/2021	699.32	0.00	05/14/2021	No0				
100-034-550100 Utilities				various fire dept locations 3/11-4/19/21					
*** 0963065243	4/30/2021	101.83	0.00	05/14/2021	No0				
100-032-550100 Utilities				various street dept locations 3/17-4/16/21					
*** 0963065243	4/30/2021	558.98	0.00	05/14/2021	No0				
525-525-550100 Utilities				various airport locations 3/7-4/16/21					
*** 0963065243	4/30/2021	60.56	0.00	05/14/2021	No0				
231-031-550100 Utilities				606 s front st 3/18-4/24/2021					
0963065243 Total:		2,979.61							
*** 2434114066	4/19/2021	1,744.68	0.00	05/14/2021	No0				
240-240-550500 Electricity For Street Lights				customer owned lights 3/18-4/16/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2434114066 Total:		1,744.68							
*** 3955025012	4/23/2021	29.24	0.00	05/14/2021				No	0
240-240-550500 Electricity For Street Lights				1703 remington rd street light 3/23-4/21/21					
3955025012 Total:		29.24							
*** 8695491773	4/19/2021	5,498.61	0.00	05/14/2021				No	0
240-240-550500 Electricity For Street Lights				street lights 3/18-4/16/21					
8695491773 Total:		5,498.61							
Amerencilco Total:		10,278.94							
Atlas Supply Company 10038									
023677	4/28/2021	832.88	0.00	05/14/2021				No	0
100-034-522400 General Supplies				soap, towels, tb cleaner for various stations					
023677 Total:		832.88							
023681	4/27/2021	30.95	0.00	05/14/2021				No	0
100-068-522400 General Supplies				toilet bowl cleaner					
023681 Total:		30.95							
Atlas Supply Company To		863.83							
Automotive Spring 10040									
38531	4/21/2021	12.40	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				repair tie bars for trailer					
38531 Total:		12.40							
38544	4/28/2021	178.96	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				ubolts and shackles for rescue 2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
38544 Total:		178.96							
Automotive Spring Total:		191.36							
Bank of New York Mellon 12640 04052021	4/5/2021	79,862.50	0.00	05/14/2021				No	0
100-990-590400 Interest Paid				interest payment on G.O. 2014 bonds					
04052021 Total:		79,862.50							
Bank of New York Mellon		79,862.50							
CDW Government Inc 10106 b625554	4/12/2021	414.34	0.00	05/14/2021				No	0
100-009-599802 Computer Hardware				2 hard drives					
b625554 Total:		414.34							
CDW Government Inc Tot		414.34							
Central States H & W Fund 10738 *** 62242000100	4/30/2021	159,686.90	0.00	05/14/2021				No	0
695-095-517600 Central States Premium				2016-2017 central states premiums					
62242000100 Total:		159,686.90							
Central States H & W Fund		159,686.90							
CenturyLink 10111 *** 304021116	4/10/2021	40.99	0.00	05/14/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-009-550300 Telephone				phone fees 4/10-5/9/21					
304021116 Total:		40.99							
*** 304022613	4/10/2021	419.51	0.00	05/14/2021				No	0
231-031-550300 Telephone				phone fees 4/10-5/9/21					
304022613 Total:		419.51							
*** 304025584	4/10/2021	50.18	0.00	05/14/2021				No	0
100-009-550300 Telephone				phone fees 4/10-5/9/21					
304025584 Total:		50.18							
*** 304027612	4/13/2021	73.29	0.00	05/14/2021				No	0
100-009-550300 Telephone				phone fees 3/13-4/12/21					
304027612 Total:		73.29							
*** 304062244	4/25/2021	50.71	0.00	05/14/2021				No	0
100-009-550300 Telephone				phone fees 4/25-05/24/21					
304062244 Total:		50.71							
CenturyLink Total:		634.68							
CINTAS Corporation									
10115									
4081568008	4/15/2021	177.32	0.00	05/14/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 4/15/21					
4081568008 Total:		177.32							
4082204420	4/22/2021	177.32	0.00	05/14/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 4/22/21					
4082204420 Total:		177.32							
4082872441	4/29/2021	177.32	0.00	05/14/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 4/29/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4082872441 Total:		177.32							
CINTAS Corporation Tota		531.96							
Citylink 11032 000000017277	3/31/2021	52,500.00	0.00	05/14/2021				No	0
100-990-565900 Citylink Contract				01/2021-03/2021 transportation service					
000000017277 Total:		52,500.00							
Citylink Total:		52,500.00							
Constellation Newenergy/Gas Division 13810									
*** 3176414	4/29/2021	1,188.45	0.00	05/14/2021				No	0
100-068-550100 Utilities				various public property locations 3/2021					
*** 3176414	4/29/2021	312.52	0.00	05/14/2021				No	0
100-068-550100 Utilities				1130 koch st unit a 3/2021					
*** 3176414	4/29/2021	392.23	0.00	05/14/2021				No	0
501-501-550100 Utilities				various bus dept locations 3/2021					
*** 3176414	4/29/2021	392.25	0.00	05/14/2021				No	0
699-069-550100 Utilities				various vmf dept locations 3/2021					
*** 3176414	4/29/2021	728.84	0.00	05/14/2021				No	0
100-034-550100 Utilities				various fire dept locations 3/2021					
*** 3176414	4/29/2021	1,110.18	0.00	05/14/2021				No	0
100-032-550100 Utilities				1208 koch st 3/2021					
*** 3176414	4/29/2021	1,294.83	0.00	05/14/2021				No	0
525-525-550100 Utilities				various airport locations 3/2021					
*** 3176414	4/29/2021	6,719.44	0.00	05/14/2021				No	0
231-031-550100 Utilities				various wwtp locations 3/2021					
3176414 Total:		12,138.74							
Constellation Newenergy/G		12,138.74							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Cook and Son Autobody 11398									
04302021	4/30/2021	1,575.00	0.00	05/14/2021				No	0
100-761-534000 Automotive Expense				install spot lamp on squad windshield (9 squads)					
04302021 Total:		1,575.00							
Cook and Son Autobody T		1,575.00							
Crazy Viking Studios, LLC 14000									
21001	3/31/2021	2,975.00	0.00	05/14/2021				No	0
231-031-569000 Other Contractual Service				wwtp programming troubleshooting 6/23/20-2/28/21					
21001 Total:		2,975.00							
Crazy Viking Studios, LLC		2,975.00							
Dennison Chevrolet 10154									
304761cvw	4/27/2021	272.52	0.00	05/14/2021				No	0
699-069-534000 Automotive Expense				wiper arm, door handle and steering wheel #604					
304761cvw Total:		272.52							
cvcs507935	4/27/2021	536.39	0.00	05/14/2021				No	0
100-761-534000 Automotive Expense				replaced BCM squad 5061					
cvcs507935 Total:		536.39							
Dennison Chevrolet Total:		808.91							
Digital Buyer 13343									
711068033	4/30/2021	931.76	0.00	05/14/2021				No	0
100-009-599801 Computer Software				ASAP exel utilities add on					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
711068033 Total:		931.76							
Digital Buyer Total:		931.76							
Elevator Safety Associates 12488									
101401	4/16/2021	250.00	0.00	05/14/2021				No	0
100-068-557200 License And Inspection Fees				elevator inspection 4/13/21					
101401 Total:		250.00							
Elevator Safety Associates		250.00							
Fidelity Security Life Insurance Co 13930									
164745740	4/1/2021	1,965.51	0.00	05/14/2021				No	0
695-095-517506 Vision Coverage				04/21 vision coverage					
164745740 Total:		1,965.51							
Fidelity Security Life Insur		1,965.51							
Firestone Tire & Service 10191									
228458	4/28/2021	74.99	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				alignment on bus 0001					
228458 Total:		74.99							
Firestone Tire & Service To		74.99							
First Ayd Corp 10193									
psi445435	4/15/2021	81.00	0.00	05/14/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #	
Account Number				Description	Reference					
699-069-534000 Automotive Expense				silicone sealer						
psi445435 Total:		81.00								
psi445440	4/15/2021	17.50	0.00	05/14/2021					No	0
699-069-534000 Automotive Expense				fuse packs						
psi445440 Total:		17.50								
First Ayd Corp Total:		98.50								
FirsTech Inc. 12035										
*** 11199	2/26/2021	37.50	0.00	05/14/2021					No	0
231-029-569000 Other Contractual Service				february 2021 maintenance fee						
*** 11199	2/26/2021	37.50	0.00	05/14/2021					No	0
223-023-569000 Other Contractual Service				february 2021 maintenance fee						
11199 Total:		75.00								
FirsTech Inc. Total:		75.00								
G A Rich & Sons Inc 10212										
1471676	4/20/2021	60,379.16	0.00	05/14/2021					No	0
231-030-569000 Other Contractual Service				sewer replacement 1712 valle vista						
1471676 Total:		60,379.16								
G A Rich & Sons Inc Total:		60,379.16								
Gasvoda & Associates, Inc 12737										
inv2100804	4/28/2021	2,527.00	0.00	05/14/2021					No	0
231-031-534400 Equipment Repairs				strator #2 replacement						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	inv2100804 Total:	2,527.00							
	Gasvoda & Associates, Inc	2,527.00							
Gem City Tire 12935 30100	4/23/2021	3,007.87	0.00	05/14/2021				No	0
223-023-534000 Automotive Expense				recap tires					
30100 Total:		3,007.87							
30107	4/23/2021	1,697.68	0.00	05/14/2021				No	0
223-023-534000 Automotive Expense				4 front tires					
30107 Total:		1,697.68							
30108	4/23/2021	686.40	0.00	05/14/2021				No	0
223-023-534000 Automotive Expense				recap rears					
30108 Total:		686.40							
30116	4/26/2021	495.52	0.00	05/14/2021				No	0
699-069-534000 Automotive Expense				4 tires for tahoe					
30116 Total:		495.52							
30141	4/27/2021	2,270.72	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				4 tires					
30141 Total:		2,270.72							
30143	4/27/2021	564.41	0.00	05/14/2021				No	0
223-023-534000 Automotive Expense				tire repair and tire recaps					
30143 Total:		564.41							
30147	4/27/2021	68.00	0.00	05/14/2021				No	0
445-041-534000 Automotive Expense				2 tire disposal					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
30147 Total:		68.00							
Gem City Tire Total:		8,790.60							
Golf Green Lawn Care 14121 899438	4/23/2021	90.25	0.00	05/14/2021				No	0
100-068-584009 General Public Improvements				weed and fertilizer at station 3 4/23/21					
899438 Total:		90.25							
Golf Green Lawn Care Tot		90.25							
Herr Petroleum Corporation 12712 d37702	4/16/2021	7,977.10	0.00	05/14/2021				No	0
699-000-160100 Fuel Inventory				3000 gallons diesel 4/16/21					
d37702 Total:		7,977.10							
d37705	4/19/2021	18,095.05	0.00	05/14/2021				No	0
699-000-160100 Fuel Inventory				fuel delivery 4/16/21					
d37705 Total:		18,095.05							
d37727	4/29/2021	16,338.20	0.00	05/14/2021				No	0
699-000-160100 Fuel Inventory				6000 gallons of diesel 4/29/21					
d37727 Total:		16,338.20							
Herr Petroleum Corporatio		42,410.35							
Higgins, Thomas P. 10851 1257	4/28/2021	300.00	0.00	05/14/2021				No	0
100-003-561004 Admin Hearing Officer				adjudication hearing 4/28/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1257 Total:		300.00							
Higgins, Thomas P. Total:		300.00							
Hoerr Construction Inc 10269 121-170	4/13/2021	7,752.24	0.00	05/14/2021	brick sewer/spot repair at capitol & washington			No	0
231-030-564000 Sewer Maintenance/Improvement									
121-170 Total:		7,752.24							
Hoerr Construction Inc Tot		7,752.24							
Hugh Saxe Enterprises, Inc. 14364 1003221	4/26/2021	125.00	0.00	05/14/2021	softner lease 5/1-5/31/21			No	0
100-068-524000 Lease/rental Of Equipment									
1003221 Total:		125.00							
Hugh Saxe Enterprises, Inc		125.00							
Hunter Hydro-vac Inc 10280 110245	4/7/2021	3,615.00	0.00	05/14/2021	grit chamber clean out 4/7/21			No	0
231-031-569000 Other Contractual Service									
110245 Total:		3,615.00							
110246 231-031-569000 Other Contractual Service	4/8/2021	5,106.25	0.00	05/14/2021	grit chamber clean out 4/8/21			No	0
110246 Total:		5,106.25							
110247 231-031-569000 Other Contractual Service	4/9/2021	5,112.50	0.00	05/14/2021	grit chamber clean out 4/9/21			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	110247 Total:	5,112.50							
	Hunter Hydro-vac Inc Tota	13,833.75							
IL Fire Chiefs Assoc 10305									
1872	1/12/2021	450.00	0.00	05/14/2021				No	0
100-034-551600 Dues And Subscriptions				membership dues 2021					
	1872 Total:	450.00							
	IL Fire Chiefs Assoc Total:	450.00							
IL Oil Marketing Equipment 10313									
12955	4/26/2021	65.47	0.00	05/14/2021				No	0
231-031-522400 General Supplies				parts to repair fire hoses at wwtp					
	12955 Total:	65.47							
	IL Oil Marketing Equipmen	65.47							
Illini Plumbing, Inc. 12264									
14862	4/19/2021	99.00	0.00	05/14/2021				No	0
100-793-569000 Other Contractual Service				plumbing inspections at 1119 mechanic					
	14862 Total:	99.00							
14864	4/19/2021	99.00	0.00	05/14/2021				No	0
100-793-569000 Other Contractual Service				plumbing inspections at 319 court st					
	14864 Total:	99.00							
14865	4/19/2021	99.00	0.00	05/14/2021				No	0
100-793-569000 Other Contractual Service				plumbing inspections at 3261 court st					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14865 Total:		99.00							
14866	4/19/2021	99.00	0.00	05/14/2021				No	0
100-793-569000 Other Contractual Service				plumbing inspections at 1219 mechanics					
14866 Total:		99.00							
Illini Plumbing, Inc. Total:		396.00							
IWIRC									
10335									
334617	4/12/2021	102.00	0.00	05/14/2021				No	0
100-766-559000 Medical Expense/supplies				pre employment physical PB					
334617 Total:		102.00							
334712	4/6/2021	115.00	0.00	05/14/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical LF					
334712 Total:		115.00							
*** 334820	4/12/2021	384.29	0.00	05/14/2021				No	0
941-941-559000 Medical Expense/supplies				pre employment physical PD & DL					
*** 334820	4/12/2021	384.29	0.00	05/14/2021				No	0
100-990-590900 Police And Fire Commission				pre employment physical PD & DL					
334820 Total:		768.58							
334869	4/1/2021	100.00	0.00	05/14/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical MM					
334869 Total:		100.00							
334884	4/1/2021	100.00	0.00	05/14/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical BN					
334884 Total:		100.00							
334931	4/8/2021	100.00	0.00	05/14/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical RV					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
334931 Total:		100.00							
335043	4/12/2021	100.00	0.00	05/14/2021	annual physical HW			No	0
501-501-559000 Medical Expense/supplies									
335043 Total:		100.00							
IWIRC Total:		1,385.58							
Jacob & Klein, Ltd 13448									
04202021	4/20/2021	179.55	0.00	05/14/2021	1st quarter TIF consultant fee 4/20/21			No	0
273-273-560500 Consulting Services									
04202021 Total:		179.55							
04202021-1	4/20/2021	256.50	0.00	05/14/2021	1st quarter CBD consultant fee 4/20/21			No	0
270-270-560500 Consulting Services									
04202021-1 Total:		256.50							
04202021-2	4/20/2021	212.50	0.00	05/14/2021	1st quarter BDD 1 consultant fee 4/20/21			No	0
270-270-560500 Consulting Services									
04202021-2 Total:		212.50							
Jacob & Klein, Ltd Total:		648.55							
Key Equipment 10353									
161193	4/14/2021	53.04	0.00	05/14/2021	bracket for street sweeper			No	0
231-033-534000 Automotive Expense									
161193 Total:		53.04							
161196	4/14/2021	1,023.32	0.00	05/14/2021	glass and seal for street sweeper			No	0
231-033-534000 Automotive Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
161196 Total:		1,023.32							
161248	4/21/2021	184.93	0.00	05/14/2021				No	0
231-033-534000 Automotive Expense				clamp plate, deflectors and washers for sweeper					
161248 Total:		184.93							
Key Equipment Total:		1,261.29							
Kiwanis Club of Pekin 14397									
3905	7/19/2020	100.00	0.00	05/14/2021				No	0
100-001-551600 Dues And Subscriptions				kiwanis club dues 7/1-9/31/20					
3905 Total:		100.00							
4033	1/17/2021	100.00	0.00	05/14/2021				No	0
100-001-551600 Dues And Subscriptions				kiwanis club dues 1/1-3/31/21					
4033 Total:		100.00							
4064	4/1/2021	100.00	0.00	05/14/2021				No	0
100-001-551600 Dues And Subscriptions				kiwanis club dues 4/1-6/30/21					
4064 Total:		100.00							
Kiwanis Club of Pekin Tot		300.00							
Koenig Body & Equipment 10359									
89872	4/14/2021	255.68	0.00	05/14/2021				No	0
231-031-534000 Automotive Expense				plow controller - wwtp					
89872 Total:		255.68							
Koenig Body & Equipment		255.68							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Laser Electric Inc 10367 sc22269	4/27/2021	197.90	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				signal repair at margaret & capitol					
sc22269 Total:		197.90							
sm2321	4/1/2021	1,860.93	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm2321 Total:		1,860.93							
sm2421	4/1/2021	1,582.15	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm2421 Total:		1,582.15							
sm2521	4/1/2021	1,575.90	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm2521 Total:		1,575.90							
sm2621	4/1/2021	1,568.56	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm2621 Total:		1,568.56							
sm2721	4/1/2021	1,661.40	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm2721 Total:		1,661.40							
sm2821	4/1/2021	1,597.74	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm2821 Total:		1,597.74							
sm2921	4/1/2021	1,915.39	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm2921 Total:		1,915.39							
sm3021	3/1/2021	1,772.41	0.00	05/14/2021				No	0

AP-To Be Paid Proof List (05/12/2021 - 7:43 AM)

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*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List.pdf 5-14-21 (2608 : Accounts Payable to be Paid Proof List thru May 14,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm3021 Total:		1,772.41							
sm3121	3/1/2021	1,649.78	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm3121 Total:		1,649.78							
sm3221	3/1/2021	1,690.90	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm3221 Total:		1,690.90							
sm3321	3/1/2021	1,767.90	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm3321 Total:		1,767.90							
sm3421	3/1/2021	1,997.43	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm3421 Total:		1,997.43							
sm3521	3/1/2021	2,894.21	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm3521 Total:		2,894.21							
sm3621	3/1/2021	1,649.74	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
sm3621 Total:		1,649.74							
ts3621	3/1/2021	572.75	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
ts3621 Total:		572.75							
ts5121	3/1/2021	286.71	0.00	05/14/2021				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
ts5121 Total:		286.71							
Laser Electric Inc Total:		26,241.80							
Leander Construction, Inc 12713 *** 8	8/8/2021	855,632.99	0.00	05/14/2021	P3A0-CSO	contr		No	0
231-000-150700 Sewers				phase 3A CSO construction					
8 Total:		855,632.99							
Leander Construction, Inc T		855,632.99							
Let It Shine 10375 21052065	5/1/2021	90.00	0.00	05/14/2021				No	0
100-761-534000 Automotive Expense				april 2021 squad car washes					
21052065 Total:		90.00							
Let It Shine Total:		90.00							
LHF Compost, Inc. 11829 178886	4/30/2021	2,309.58	0.00	05/14/2021				No	0
223-023-566500 Landfill Expense				yw fee 4/26-4/30/21					
178886 Total:		2,309.58							
LHF Compost, Inc. Total:		2,309.58							
Lozier Oil Company 12770 0077967in	4/16/2021	236.80	0.00	05/14/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
231-031-522600 Machine Lubricant & Oil				oil for clarifier gear drive changes					
0077967in Total:		236.80							
Lozier Oil Company Total:		236.80							
Macqueen Emergency 10230 w00581	4/16/2021	3,516.34	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				L3 maintenance repairs					
w00581 Total:		3,516.34							
w01033	4/29/2021	13,557.00	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				L1 dsh					
w01033 Total:		13,557.00							
Macqueen Emergency Tota		17,073.34							
Masco Packaging & industrial Supply 12969 0138871in	4/27/2021	1,606.00	0.00	05/14/2021				No	0
100-990-520200 Office Supplies				copy paper for city hall 4/22/21					
0138871in Total:		1,606.00							
Masco Packaging & industr		1,606.00							
McMillan, Sue 10407 expense-0421	4/27/2021	24.00	0.00	05/14/2021				No	0
100-004-518700 Mileage				file levy and budget in peoria county					
expense-0421 Total:		24.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
McMillan, Sue Total:		24.00							
McNeilus Truck & Manufacturing 10410									
5069206	4/28/2021	229.95	0.00	05/14/2021				No	0
223-026-534000 Automotive Expense				hydraulic tube and tank, filters for rc2					
5069206 Total:		229.95							
McNeilus Truck & Manufa		229.95							
Melton, Rick 13769									
expense-0421	4/30/2021	59.50	0.00	05/14/2021				No	0
695-095-516700 Wellness Program				09/20-04/21 50% gym membership					
expense-0421 Total:		59.50							
Melton, Rick Total:		59.50							
Menards 10414									
1086	4/16/2021	165.80	0.00	05/14/2021				No	0
100-068-522400 General Supplies				carpet squares and install supplies					
1086 Total:		165.80							
*** 1322	4/27/2021	-391.90	0.00	05/14/2021				No	0
100-068-534200 Buildings And Grounds Rep				flooring and intall supplies returned					
*** 1322	4/20/2021	536.23	0.00	05/14/2021				No	0
100-068-522400 General Supplies				flooring and office renovation supplies					
1322 Total:		144.33							
1523	4/23/2021	70.22	0.00	05/14/2021				No	0
100-068-522400 General Supplies				paint supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1523 Total:		70.22							
1791	4/27/2021	18.00	0.00	05/14/2021				No	0
525-525-522400 General Supplies				grease and trim line					
1791 Total:		18.00							
1802	4/27/2021	585.90	0.00	05/14/2021				No	0
100-068-534200 Buildings And Grounds Rep				flooring and intall supplies					
1802 Total:		585.90							
*** 1928	4/29/2021	44.99	0.00	05/14/2021				No	0
100-034-529000 Equipment				hammer drill					
*** 1928	4/29/2021	48.19	0.00	05/14/2021				No	0
100-034-522400 General Supplies				dryer sheet and detergent					
1928 Total:		93.18							
Menards Total:		1,077.43							
MES Inc 10415 cm125029	3/18/2021	-49.29	0.00	05/14/2021				No	0
100-034-529000 Equipment				returned badges					
cm125029 Total:		-49.29							
in1569615	4/16/2021	261.07	0.00	05/14/2021				No	0
100-034-529000 Equipment				5 badges					
in1569615 Total:		261.07							
in1569878	4/19/2021	115.00	0.00	05/14/2021				No	0
100-034-529000 Equipment				roof hooks					
in1569878 Total:		115.00							
in1570093	4/19/2021	6,364.00	0.00	05/14/2021				No	0
100-034-529000 Equipment				rope and harness					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	in1570093 Total:	6,364.00							
in1573681	4/28/2021	1,912.84	0.00	05/14/2021				No	0
100-034-529000 Equipment				sweatshirts and gloves					
	in1573681 Total:	1,912.84							
so1459974	3/24/2021	9,186.00	0.00	05/14/2021				No	0
100-034-529000 Equipment				fire hose					
	so1459974 Total:	9,186.00							
so1460775	3/26/2021	14,995.00	0.00	05/14/2021				No	0
100-034-529000 Equipment				replacment PPE (turnout gear)					
	so1460775 Total:	14,995.00							
so1470545	4/29/2021	2,515.00	0.00	05/14/2021				No	0
100-034-529000 Equipment				baughman PPE					
	so1470545 Total:	2,515.00							
	MES Inc Total:	35,299.62							
Midwest Engineering Associates, Inc 11961									
inv6732	3/31/2021	8,580.43	0.00	05/14/2021	LAKE-KEN1	engr		No	0
231-000-150700 Sewers				lake kennedy					
	inv6732 Total:	8,580.43							
inv6733	3/31/2021	1,013.17	0.00	05/14/2021	HIGH-EROS	engr		No	0
231-000-150800 Sewer Improvements				high point lane sewer repairs 3/1-3/31/21					
	inv6733 Total:	1,013.17							
Midwest Engineering Asso		9,593.60							

Midwest Equipment

AP-To Be Paid Proof List (05/12/2021 - 7:43 AM)

*** means this invoice number is a duplicate.

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Attachment: To Be Paid Proof List.pdf 5-14-21 (2608 : Accounts Payable to be Paid Proof List thru May 14,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
13149									
525425	4/20/2021	81.99	0.00	05/14/2021				No	0
525-525-534400 Equipment Repairs				zero turn blades for mower					
525425 Total:		81.99							
Midwest Equipment Total:		81.99							
Midwest Transit Equipment									
10421									
r35100579702	4/19/2021	698.40	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				a/c repair on bus 1608					
r35100579702 Total:		698.40							
r35100582901	4/19/2021	89.04	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				repair coolant leaks bus 1704					
r35100582901 Total:		89.04							
Midwest Transit Equipmen		787.44							
Modal Marketing									
10427									
91154	4/20/2021	25.12	0.00	05/14/2021				No	0
223-023-534000 Automotive Expense				tire mounting lube					
91154 Total:		25.12							
Modal Marketing Total:		25.12							
Monroe Truck Equipment									
10430									
5453513	3/16/2021	624.64	0.00	05/14/2021				No	0
445-041-534000 Automotive Expense				LED lights for truck					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
5453513 Total:		624.64							
Monroe Truck Equipment		624.64							
Mutual Wheel 10439 2606053	4/19/2021	1,371.52	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				brush 1 air assist bags					
2606053 Total:		1,371.52							
Mutual Wheel Total:		1,371.52							
NAPA Auto Parts of Pekin 10441 458503	4/7/2021	323.94	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				rescue 5 steering componets					
458503 Total:		323.94							
459081	4/12/2021	46.99	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				brush 1 - solenoid					
459081 Total:		46.99							
459413	4/14/2021	21.98	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				brush 1 - fuse					
459413 Total:		21.98							
NAPA Auto Parts of Pekin		392.91							
Old Heritage Landscaping, Inc. 11481 35977	4/26/2021	118.15	0.00	05/14/2021				No	0
231-030-522400 General Supplies				grass seed/repair lawn on valle vista					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	35977 Total:	118.15							
35978	4/26/2021	118.15	0.00	05/14/2021				No	0
231-030-522400	General Supplies				grass seed/repair lawn on valle vista				
	35978 Total:	118.15							
	Old Heritage Landscaping,	236.30							
Patrick N Meyer & Associates 10471									
20211240	4/2/2021	3,000.00	0.00	05/14/2021				No	0
231-033-569000	Other Contractual Service				fees for CIGN 3/2020-3/2021				
	20211240 Total:	3,000.00							
	Patrick N Meyer & Associ	3,000.00							
PDC Laboratories Inc 10473									
i9462375	4/30/2021	6,158.81	0.00	05/14/2021				No	0
231-031-561300	Testing Fees And Expenses				water sampling 3/22-4/21/21				
	i9462375 Total:	6,158.81							
	PDC Laboratories Inc Tota	6,158.81							
PDC Services 10474									
4911827	4/15/2021	781.12	0.00	05/14/2021				No	0
231-031-536400	Sludge Removal				sludge to landfill 4/2-4/14/21				
	4911827 Total:	781.12							
	PDC Services Total:	781.12							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Pekin Downtown Carwash 10480									
231956	4/28/2021	160.00	0.00	05/14/2021				No	0
100-761-534000 Automotive Expense				complete detail squad 5172					
231956 Total:		160.00							
817197	4/16/2021	180.00	0.00	05/14/2021				No	0
100-007-534000 Automotive Expense				complete detail on F150 public works truck					
817197 Total:		180.00							
Pekin Downtown Carwash		340.00							
Pekin Hardwood Lumber Co. 11802									
513917	4/15/2021	302.00	0.00	05/14/2021				No	0
445-041-534000 Automotive Expense				wood for side panels on tandem truck and roller trailer					
513917 Total:		302.00							
Pekin Hardwood Lumber C		302.00							
Pekin Public Library 10488									
03042021	3/4/2021	6,725.45	0.00	05/14/2021				No	0
100-990-496200 PPRT Tax Clearing Acct				EOM march 2021/personal property replacement tax					
03042021 Total:		6,725.45							
Pekin Public Library Total:		6,725.45							
Pekin Sand and Gravel, LLC 12424									
10861	4/23/2021	506.00	0.00	05/14/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				lanscape rock for sanitary repair on st. clair dr					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
10861 Total:		506.00							
Pekin Sand and Gravel, LLC		506.00							
Peoria Journal Star 10343 in1376300	4/1/2021	42.00	0.00	05/14/2021				No	0
100-004-551000 Printing And Publications				budget hearing 4/1/21					
in1376300 Total:		42.00							
Peoria Journal Star Total:		42.00							
Pierce Manufacturing Inc. 14325 m56770	4/26/2021	19,680.00	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				frame rail repair L1					
m56770 Total:		19,680.00							
Pierce Manufacturing Inc. T		19,680.00							
Praxair Distribution Inc 10518 62790792	3/31/2021	55.26	0.00	05/14/2021				No	0
100-034-524000 Lease/rental Of Equipment				rental on cylinder 2/20-3/20/21					
62790792 Total:		55.26							
63136926	4/22/2021	66.82	0.00	05/14/2021				No	0
100-034-524000 Lease/rental Of Equipment				cylinder rental on oxygen tank 3/20-4/20/21					
63136926 Total:		66.82							
Praxair Distribution Inc To		122.08							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Puritan Springs Water 10766									
*** 1386911	4/15/2021	21.70	0.00	05/14/2021				No	0
525-525-569000 Other Contractual Service				water delivery 4/12/21					
1386911 Total:		21.70							
*** 1523786	4/15/2021	65.40	0.00	05/14/2021				No	0
100-990-569000 Other Contractual Service				water delivery 4/15/21					
1523786 Total:		65.40							
Puritan Springs Water Tota		87.10							
Ragan Communications Inc 10533									
25444	4/14/2021	8,514.17	0.00	05/14/2021				No	0
100-034-587500 Vehicles				new vehicle build on f350					
25444 Total:		8,514.17							
25450	4/20/2021	115.50	0.00	05/14/2021				No	0
100-034-555000 Radio Expense				radio repairs					
25450 Total:		115.50							
25452	4/20/2021	238.50	0.00	05/14/2021				No	0
100-034-555000 Radio Expense				radio repair					
25452 Total:		238.50							
25528	4/29/2021	304.25	0.00	05/14/2021				No	0
100-761-555000 Radio Expense				radio repairs					
25528 Total:		304.25							
25554	4/30/2021	763.88	0.00	05/14/2021				No	0
100-034-555000 Radio Expense				monthly smr 4/30/21-5/30/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	25554 Total:	763.88							
25556	4/29/2021	1,248.65	0.00	05/14/2021				No	0
100-761-555000	Radio Expense			monthly smr charges 4/30-5/30/21					
	25556 Total:	1,248.65							
	Ragan Communications Inc	11,184.95							
Rainbo Oil Co 10534									
9144568	3/25/2021	-228.05	0.00	05/14/2021				No	0
501-501-534000	Automotive Expense			coolant barrel credit					
	9144568 Total:	-228.05							
	Rainbo Oil Co Total:	-228.05							
Ray O'Herron Co Inc 10539									
*** 2109226in	4/28/2021	1,321.96	0.00	05/14/2021				No	0
100-761-518900	Uniform Allowance			new officer DL uniform					
*** 2109226in	4/28/2021	51.58	0.00	05/14/2021				No	0
100-761-529000	Equipment			gold hat band, sgt. chevrons and lt. bars					
	2109226in Total:	1,373.54							
2110284in	4/30/2021	928.44	0.00	05/14/2021				No	0
100-761-518900	Uniform Allowance			new officer DL uniform					
	2110284in Total:	928.44							
	Ray O'Herron Co Inc Total	2,301.98							
Reliant Auto Glass 13849									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
i0005321	4/13/2021	665.00	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				windshield for bus 1074					
i0005321 Total:		665.00							
Reliant Auto Glass Total:		665.00							
Roanoke Concrete Products									
10553									
195758	4/23/2021	1,358.50	0.00	05/14/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary line repair at 1721 st clair					
195758 Total:		1,358.50							
195817	4/26/2021	1,358.50	0.00	05/14/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary line repair at 1721 st clair					
195817 Total:		1,358.50							
195876	4/27/2021	679.25	0.00	05/14/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary line repair at 1721 st clair					
195876 Total:		679.25							
Roanoke Concrete Product		3,396.25							
S. J. Smith Co., Inc.									
11920									
6227599	4/7/2021	117.19	0.00	05/14/2021				No	0
100-032-522400 General Supplies				welding rods					
6227599 Total:		117.19							
S. J. Smith Co., Inc. Total:		117.19							
Schwartz Electric									
10579									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
15610	4/30/2021	1,305.00	0.00	05/14/2021				No	0
445-041-534400 Equipment Repairs				LED fixtures for street light repairs					
15610 Total:		1,305.00							
15611	4/30/2021	4,882.38	0.00	05/14/2021				No	0
445-041-534400 Equipment Repairs				service street lights on hanna dr					
15611 Total:		4,882.38							
15612	4/30/2021	202.50	0.00	05/14/2021				No	0
445-041-534400 Equipment Repairs				installed LED fixture at easter & combus					
15612 Total:		202.50							
Schwartz Electric Total:		6,389.88							
Security Services, LLC									
12195									
dns0000794524	3/31/2021	190.29	0.00	05/14/2021				No	0
100-009-538000 Maintenance Agreements				DNS services 3/1-3/31/21					
dns0000794524 Total:		190.29							
Security Services, LLC Tot		190.29							
Sentry Safety Supply, Inc.									
10882									
*** 0256011in	4/27/2021	103.50	0.00	05/14/2021				No	0
100-032-522400 General Supplies				nitrile gloves					
*** 0256011in	4/27/2021	119.22	0.00	05/14/2021				No	0
223-023-522400 General Supplies				nitrile gloves					
0256011in Total:		222.72							
Sentry Safety Supply, Inc.		222.72							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
SHI International Corp 12297									
b13298124	4/9/2021	2,604.00	0.00	05/14/2021				No	0
100-009-599802 Computer Hardware				processor					
b13298124 Total:		2,604.00							
b13309304	4/12/2021	8,753.11	0.00	05/14/2021				No	0
100-009-599802 Computer Hardware				drive array					
b13309304 Total:		8,753.11							
b13363955	4/22/2021	1,039.00	0.00	05/14/2021				No	0
100-009-599802 Computer Hardware				hardware dock for squad car					
b13363955 Total:		1,039.00							
SHI International Corp Tot		12,396.11							
Sprecher, Shonda 10058									
expense-042021	4/30/2021	50.00	0.00	05/14/2021				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
expense-042021 Total:		50.00							
Sprecher, Shonda Total:		50.00							
Stanard & Associates, Inc. 11656									
sa000046939	4/30/2021	395.00	0.00	05/14/2021				No	0
100-990-590900 Police And Fire Commission				pre employment psych eval PD-DL					
sa000046939 Total:		395.00							
Stanard & Associates, Inc.		395.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Stewart, Nicole 13588 expense0421	4/27/2021	26.99	0.00	05/14/2021				No	0
100-004-520200 Office Supplies				purchase of envelopes					
expense0421 Total:		26.99							
Stewart, Nicole Total:		26.99							
Syn-Tech Systems 12465 230607	4/7/2021	319.00	0.00	05/14/2021				No	0
100-009-569000 Other Contractual Service				help on programing issue 3/29/21					
230607 Total:		319.00							
Syn-Tech Systems Total:		319.00							
Tazewell & Peoria Railroad, Inc Engineering Dept 14398 210401.63-2	2/17/2021	11,495.30	0.00	05/14/2021	P3A0-CSO	enr		No	0
231-000-150700 Sewers				engineering from RR consultant for phase 3A CSO project					
210401.63-2 Total:		11,495.30							
Tazewell & Peoria Railroad		11,495.30							
Tazewell County Asphalt Co. Inc. 11264 20110010771	4/30/2021	1,497.00	0.00	05/14/2021				No	0
100-032-535000 Material And Hauling				bituminous for street repair					
20110010771 Total:		1,497.00							
Tazewell County Asphalt C		1,497.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Tazewell County Landfill 10635									
4934284	4/30/2021	26,484.55	0.00	05/14/2021				No	0
223-023-566500 Landfill Expense				landfill fee 4/16-4/30/21					
4934284 Total:		26,484.55							
Tazewell County Landfill T		26,484.55							
Third Millennium Associates, Inc. 11953									
*** 26082	4/6/2021	805.29	0.00	05/14/2021				No	0
231-029-569000 Other Contractual Service				february 2021 lockbox					
*** 26082	4/6/2021	805.29	0.00	05/14/2021				No	0
223-023-569000 Other Contractual Service				february 2021 lockbox					
26082 Total:		1,610.58							
*** 26178	4/20/2021	978.89	0.00	05/14/2021				No	0
231-029-569000 Other Contractual Service				april 2021 bill rendering					
*** 26178	4/20/2021	978.89	0.00	05/14/2021				No	0
223-023-569000 Other Contractual Service				april 2021 bill rendering					
*** 26178	4/20/2021	16.57	0.00	05/14/2021				No	0
231-029-520400 Postage				april 2021 postage					
*** 26178	4/20/2021	16.58	0.00	05/14/2021				No	0
223-023-520400 Postage				april 2021 postage					
26178 Total:		1,990.93							
Third Millennium Associat		3,601.51							
Thomson Reuters 12771									
844117666	4/1/2021	228.50	0.00	05/14/2021				No	0
100-009-538000 Maintenance Agreements				west investigative suite charges 3/1-3/31/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
844117666 Total:		228.50							
Thomson Reuters Total:		228.50							
Topless Tree Service 14332									
1181	4/21/2021	1,725.00	0.00	05/14/2021				No	0
100-032-536000 Tree Removal / Replacemen				1012 s 6th/removed english elm tree					
1181 Total:		1,725.00							
1182	4/21/2021	1,300.00	0.00	05/14/2021				No	0
100-032-536000 Tree Removal / Replacemen				408 s 7th/removed dead ash tree					
1182 Total:		1,300.00							
1188	4/22/2021	900.00	0.00	05/14/2021				No	0
100-032-536000 Tree Removal / Replacemen				608 summer/ground stump					
1188 Total:		900.00							
1189	4/22/2021	775.00	0.00	05/14/2021				No	0
100-032-536000 Tree Removal / Replacemen				407 s 7th/ground 2 stumps					
1189 Total:		775.00							
1192	4/25/2021	900.00	0.00	05/14/2021				No	0
100-032-536000 Tree Removal / Replacemen				419 s 7th st/removed 2 stumps					
1192 Total:		900.00							
1193	4/25/2021	360.00	0.00	05/14/2021				No	0
100-032-536000 Tree Removal / Replacemen				10102 s 6th/ground stump					
1193 Total:		360.00							
1198	4/28/2021	2,545.00	0.00	05/14/2021				No	0
100-032-536000 Tree Removal / Replacemen				312 winter/removed large silver maple					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1198 Total:	2,545.00							
1199	4/28/2021	1,690.00	0.00	05/14/2021				No	0
100-032-536000	Tree Removal / Replacemen			705 prince/removed english elm tree					
	1199 Total:	1,690.00							
1200	4/29/2021	425.00	0.00	05/14/2021				No	0
100-032-536000	Tree Removal / Replacemen			807 bacon/dead wood & remove low hanging limbs					
	1200 Total:	425.00							
1201	4/29/2021	350.00	0.00	05/14/2021				No	0
100-032-536000	Tree Removal / Replacemen			805 bacon st/remove low limbs and dead wood					
	1201 Total:	350.00							
1202	4/29/2021	475.00	0.00	05/14/2021				No	0
100-032-536000	Tree Removal / Replacemen			1111 catherine dead wood					
	1202 Total:	475.00							
	Topless Tree Service Total:	11,445.00							
Truck Centers Inc									
10664									
f14033148601	4/13/2021	363.52	0.00	05/14/2021				No	0
223-023-534000	Automotive Expense			crankcase vent filter for sw14					
	f14033148601 Total:	363.52							
f14033149201	4/13/2021	58.24	0.00	05/14/2021				No	0
501-501-534000	Automotive Expense			transmission filters					
	f14033149201 Total:	58.24							
f14033302801	4/30/2021	1,257.71	0.00	05/14/2021				No	0
223-023-534000	Automotive Expense			radiator and ac compressor for sw11					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	f14033302801 Total:	1,257.71							
	Truck Centers Inc Total:	1,679.47							
Uftring Auto Group 10829 143602fow	4/15/2021	28.80	0.00	05/14/2021	dome light for rescue 2			No	0
100-034-534000 Automotive Expense									
	143602fow Total:	28.80							
	Uftring Auto Group Total:	28.80							
United Ready Mix Inc 11485 51558	4/18/2021	2,839.50	0.00	05/14/2021	flowable for sanitary pipe repair at 3rd & winter			No	0
231-030-564000 Sewer Maintenance/Improvement									
	51558 Total:	2,839.50							
51605	4/25/2021	441.00	0.00	05/14/2021	flowable for sanitary pipe repair at 14th & state			No	0
231-030-564000 Sewer Maintenance/Improvement									
	51605 Total:	441.00							
	United Ready Mix Inc Tota	3,280.50							
United Rentals (North America), Inc 13227 192242033001	4/15/2021	4,201.09	0.00	05/14/2021	pump and hose rental to pump down clarifier			No	0
231-031-524000 Lease/rental Of Equipment									
	192242033001 Total:	4,201.09							
	United Rentals (North Ame	4,201.09							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
US Bank Voyager Fleet Sys 12658									
121543	4/28/2021	32.93	0.00	05/14/2021				No	0
100-761-556100 Gasoline/diesel Fuel				fuel purchase dc little/take new hire for uniforms					
121543 Total:		32.93							
US Bank Voyager Fleet Sys		32.93							
USABluebook 10674									
580635	4/21/2021	8,067.71	0.00	05/14/2021				No	0
231-031-529000 Equipment				sampler for effluent EPA mandated					
580635 Total:		8,067.71							
USABluebook Total:		8,067.71							
Velde Ford 10683									
359364fowg	4/8/2021	71.00	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				underhood light for rescue 5					
359364fowg Total:		71.00							
359371fowg	4/12/2021	213.00	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				underhood lights for rescue and brush 1					
359371fowg Total:		213.00							
Velde Ford Total:		284.00							
Verizon 14122									
878323042	4/23/2021	2,126.12	0.00	05/14/2021				No	0
100-009-550300 Telephone				PPD data cellular 3/24-4/23/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
878323042 Total:		2,126.12							
9877436072	4/10/2021	47.47	0.00	05/14/2021				No	0
100-009-550300 Telephone				building maint. support on cell phones 3/11-4/10/21					
9877436072 Total:		47.47							
9878323043	4/23/2021	188.46	0.00	05/14/2021				No	0
231-031-550300 Telephone				wwtp liftstation cell 3/24-4/23/21					
9878323043 Total:		188.46							
9878323044	4/23/2021	702.35	0.00	05/14/2021				No	0
100-009-550300 Telephone				PFD data cellular 3/24-4/23/21					
9878323044 Total:		702.35							
Verizon Total:		3,064.40							
Verizon Connect Nwf, Inc									
12701									
352000017194	4/1/2021	1,250.00	0.00	05/14/2021				No	0
100-009-529500 AVL Equipment				AVL on city vehicles 3/1-3/31/21					
352000017194 Total:		1,250.00							
Verizon Connect Nwf, Inc		1,250.00							
Visa (business)									
11433									
*** 5164-0421	4/25/2021	26.55	0.00	05/14/2021				No	0
100-763-520200 Office Supplies				DEA/work comy stamp					
*** 5164-0421	4/25/2021	190.00	0.00	05/14/2021				No	0
100-761-551600 Dues And Subscriptions				IACP membership/jones					
*** 5164-0421	4/25/2021	166.40	0.00	05/14/2021				No	0
100-761-518900 Uniform Allowance				required shirts PT1-kive					
*** 5164-0421	4/25/2021	70.95	0.00	05/14/2021				No	0
100-763-554200 Meals Lodging				lunch/detectives during homicide interview					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 5164-0421	4/25/2021	300.00	0.00	05/14/2021				No	0
100-761-599000 Miscellaneous				lunch dispatchers week					
*** 5164-0421	4/25/2021	1,950.00	0.00	05/14/2021				No	0
100-763-592600 Special Investigations Exp				celebrite download cellphone 21-01067 homicide					
*** 5164-0421	4/25/2021	1,204.00	0.00	05/14/2021				No	0
100-761-592602 Canine Unit				callenge coins/k-9					
5164-0421 Total:		3,907.90							
*** 6022-0421	4/25/2021	258.40	0.00	05/14/2021				No	0
501-501-534000 Automotive Expense				seat covers for bus 663					
*** 6022-0421	4/25/2021	636.44	0.00	05/14/2021				No	0
100-009-599801 Computer Software				exchange recovering software					
*** 6022-0421	4/25/2021	211.44	0.00	05/14/2021				No	0
100-009-599801 Computer Software				exchange recovering software					
*** 6022-0421	4/25/2021	299.00	0.00	05/14/2021				No	0
100-005-551000 Printing And Publications				public works ad					
*** 6022-0421	4/25/2021	35.00	0.00	05/14/2021				No	0
100-005-551000 Printing And Publications				public works director ad					
*** 6022-0421	4/25/2021	459.17	0.00	05/14/2021				No	0
100-009-599802 Computer Hardware				server drive kit					
*** 6022-0421	4/25/2021	80.00	0.00	05/14/2021				No	0
100-005-597900 Employee Recognition				admin assistant day					
*** 6022-0421	4/25/2021	80.00	0.00	05/14/2021				No	0
100-005-569000 Other Contractual Service				employment testing					
*** 6022-0421	4/25/2021	54.22	0.00	05/14/2021				No	0
100-005-597900 Employee Recognition				council gift					
6022-0421 Total:		2,113.67							
Visa (business) Total:		6,021.57							
Waste Management 12524									
310859520705	4/30/2021	820.02	0.00	05/14/2021				No	0
231-031-569000 Other Contractual Service				2 yd dumpsters at wwtp					
310859520705 Total:		820.02							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	Waste Management Total:	820.02							
White, Raymond 10703 expense-0430	4/30/2021	50.00	0.00	05/14/2021				No	0
501-501-557200 License And Inspection Fees						cdl reimbursement			
	expense-0430 Total:	50.00							
	White, Raymond Total:	50.00							
	Report Total:	1,581,298.07							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/11/2021 - 10:02AM
 Batch: 00007.05.2021 - missy1 05-14-21 fy22



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				
Advance Auto Parts 12965									
6045	5/3/2021	113.00	0.00	05/14/2021				No	0
100-761-534000 Automotive Expense				a/c dryer and pressure switch squad 5105					
6045 Total:		113.00							
6046	5/3/2021	57.07	0.00	05/14/2021				No	0
100-761-534000 Automotive Expense				serpentine belt and tensioners squad 5105					
6046 Total:		57.07							
Advance Auto Parts Total:		170.07							
Ameren Illinois 14395									
05102021	5/10/2021	1,250.56	0.00	05/14/2021				No	0
261-319-511200 Public Serv Activity/Delivery				disbursement #2 of energy assistance					
05102021 Total:		1,250.56							
Ameren Illinois Total:		1,250.56							
Associated Bag Company 11179									
e590650	5/3/2021	269.01	0.00	05/14/2021				No	0
100-761-522400 General Supplies				syringe containers evidence supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
e590650 Total:		269.01							
Associated Bag Company T		269.01							
Bajic, Margaret 12479 05102021	5/10/2021	750.00	0.00	05/14/2021				No	0
231-030-569000 Other Contractual Service					backwater valve reimbursement 2405 tazewell rd				
05102021 Total:		750.00							
Bajic, Margaret Total:		750.00							
Britton Electronics 10083 2218785	5/3/2021	484.00	0.00	05/14/2021				No	0
231-030-534400 Equipment Repairs					repairs to 14th st liftstation				
2218785 Total:		484.00							
Britton Electronics Total:		484.00							
Buhl, Michael 14264 05102021	5/10/2021	750.00	0.00	05/14/2021				No	0
231-030-569000 Other Contractual Service					backwater valve reimbursement 1101 janssen st				
05102021 Total:		750.00							
Buhl, Michael Total:		750.00							
Bush, Josh 11869 expense-0521	5/3/2021	140.00	0.00	05/14/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-519000 Training And Education				school of police staff and command training 4/5-16/21					
expense-0521 Total:		140.00							
Bush, Josh Total:		140.00							
City Solutions Consulting LLC									
14124									
62	5/14/2021	3,440.00	0.00	05/14/2021				No	0
100-001-569000 Other Contractual Service				consulting fee 4/27-5/10/21					
62 Total:		3,440.00							
City Solutions Consulting L		3,440.00							
Cloudpoint Geographics Inc.									
11838									
inv2836	4/30/2021	7,450.00	0.00	05/14/2021				No	0
100-007-569000 Other Contractual Service				GIS services					
inv2836 Total:		7,450.00							
Cloudpoint Geographics In		7,450.00							
Comcast Cable									
11073									
*** 203130107121	4/26/2021	43.78	0.00	05/14/2021				No	0
501-501-569000 Other Contractual Service				cable service at 1130 koch 5/1-5/31/21					
203130107121 Total:		43.78							
*** 203200090660	4/20/2021	305.69	0.00	05/14/2021				No	0
525-525-550300 Telephone				internet service 4/23-5/22/21					
203200090660 Total:		305.69							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Comcast Cable Total:	349.47							
Enterprise FM Trust 14302									
fbn4207844	5/5/2021	14,939.01	0.00	05/14/2021	may 2021 police vehicle lease			No	0
100-761-524000 Lease/rental Of Equipment									
	fbn4207844 Total:	14,939.01							
	Enterprise FM Trust Total	14,939.01							
Farrow Properties 14341									
05102021	5/10/2021	300.00	0.00	05/14/2021	small business grant			No	0
261-319-511500 Econ Development Assist									
	05102021 Total:	300.00							
	Farrow Properties Total:	300.00							
First Responder Grants, LLC 12886									
agsp050421	5/4/2021	1,350.00	0.00	05/14/2021	annual subscription 5/1/21-4/30/22			No	0
100-761-551600 Dues And Subscriptions									
	agsp050421 Total:	1,350.00							
	First Responder Grants, LL	1,350.00							
Franciscovich, Brian 10207									
expense-0521	5/10/2021	600.00	0.00	05/14/2021	tool allowance reimbursement 5/4/21			No	0
699-069-554300 Uniforms And Tools									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	expense-0521 Total:	600.00							
	Franciscovich, Brian Total:	600.00							
Guardian Tracking 12822 20210499	5/1/2021	6,278.00	0.00	05/14/2021				No	0
100-009-538000 Maintenance Agreements				maintenance & subscription 6/20/21-6/19/22					
	20210499 Total:	6,278.00							
	Guardian Tracking Total:	6,278.00							
Hazelwood, Chad 10254 expense-0521	5/3/2021	140.00	0.00	05/14/2021				No	0
100-761-519000 Training And Education				school of police staff and command 4/5-9/21					
	expense-0521 Total:	140.00							
	Hazelwood, Chad Total:	140.00							
Hicks, Brian 14402 expense0521	5/4/2021	600.00	0.00	05/14/2021				No	0
699-069-554300 Uniforms And Tools				tool reimbursement 5/4/21					
	expense0521 Total:	600.00							
	Hicks, Brian Total:	600.00							
Hogue, Chris 13718 expense-0521	5/1/2021	98.11	0.00	05/14/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-034-519000 Training And Education				IFSI class 5/1/21					
expense-0521 Total:		98.11							
Hogue, Chris Total:		98.11							
Howdyshell, Wendell 10277									
expense-0521	5/4/2021	600.00	0.00	05/14/2021				No	0
699-069-554300 Uniforms And Tools				tool reimbursement 5/4/21					
expense-0521 Total:		600.00							
Howdyshell, Wendell Total		600.00							
i3 Broadband 12074									
20878241	5/1/2021	6,768.80	0.00	05/14/2021				No	0
100-009-550300 Telephone				internet and data lines for ip phone traffic 5/1-5/31/21					
20878241 Total:		6,768.80							
i3 Broadband Total:		6,768.80							
Jones, Rob 11207									
expense0521	5/3/2021	140.00	0.00	05/14/2021				No	0
100-761-519000 Training And Education				school of police staff and command 4/5-16/21					
expense0521 Total:		140.00							
expense0521-1	5/26/2021	112.00	0.00	05/14/2021				No	0
100-761-519000 Training And Education				advanced armorer's course 5/26-27/21					
expense0521-1 Total:		112.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Jones, Rob Total:		252.00							
Laser Electric Inc 10367 ts5721	5/10/2021	1,762.69	0.00	05/14/2021	traffic signal maintenance			No	0
445-041-532000 Electronic Equipment Main									
ts5721 Total:		1,762.69							
Laser Electric Inc Total:		1,762.69							
Maloney, David 14403 05102021	5/10/2021	750.00	0.00	05/14/2021	backwater valve reimbursement 1712 valle vista			No	0
231-030-569000 Other Contractual Service									
05102021 Total:		750.00							
Maloney, David Total:		750.00							
Mathis-Kelley 10401 064092	5/4/2021	930.00	0.00	05/14/2021	14" cut off saw			No	0
100-032-529000 Equipment									
064092 Total:		930.00							
064094	5/4/2021	145.52	0.00	05/14/2021	14" saw blade			No	0
100-032-529000 Equipment									
064094 Total:		145.52							
Mathis-Kelley Total:		1,075.52							
Menards									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
10414									
2159	5/3/2021	9.16	0.00	05/14/2021				No	0
525-525-522400 General Supplies				letters for fuel cabinet					
2159 Total:		9.16							
2161	5/3/2021	63.70	0.00	05/14/2021				No	0
525-525-522400 General Supplies				flowers for airport					
2161 Total:		63.70							
*** 2208	5/4/2021	107.96	0.00	05/14/2021				No	0
100-032-522400 General Supplies				4 shovels					
*** 2208	5/4/2021	78.93	0.00	05/14/2021				No	0
100-032-534000 Automotive Expense				trailer hitch and ball					
2208 Total:		186.89							
2222	5/4/2021	119.70	0.00	05/14/2021				No	0
100-034-522400 General Supplies				waste baskets, antenna and tv mounts					
2222 Total:		119.70							
Menards Total:		379.45							
MyFleetCenter.Com									
13381									
1770	5/5/2021	46.14	0.00	05/14/2021				No	0
100-034-534000 Automotive Expense				oil change for F1 vehicle					
1770 Total:		46.14							
MyFleetCenter.Com Total		46.14							
Narendula, Sai Teja									
14404									
05102021	5/10/2021	60.00	0.00	05/14/2021				No	0
100-760-464000 Parking Tickets				reimbursement of over payment on 2 traffic tickets					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	05102021 Total:	60.00							
	Narendula, Sai Teja Total:	60.00							
Pekin Shoe Repair 10490 5800	5/1/2021	166.40	0.00	05/14/2021				No	0
699-069-554300 Uniforms And Tools				boot allowance for BH					
	5800 Total:	166.40							
	Pekin Shoe Repair Total:	166.40							
Ray O'Herron Co Inc 10539 2110684in	5/3/2021	129.51	0.00	05/14/2021				No	0
100-761-518900 Uniform Allowance				new officer DL uniform					
	2110684in Total:	129.51							
	Ray O'Herron Co Inc Total	129.51							
Smith, Mark 10607 expense-0521	5/10/2021	70.00	0.00	05/14/2021				No	0
100-761-519000 Training And Education				school resource officer 5/17-21/21					
	expense-0521 Total:	70.00							
	Smith, Mark Total:	70.00							
Tazewell County Recorder 11172 05072021	5/7/2021	237.00	0.00	05/14/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-793-593300 Lien Filing Fee					release of 5 property cleanuup liens				
05072021 Total:		237.00							
Tazewell County Recorder		237.00							
TC3									
13425									
*** 1354	5/4/2021	177,426.00	0.00	05/14/2021				No	0
100-761-520905 Public Safety Dispatching Fee					dispatch fees 5/1-7/31/21				
*** 1354	5/4/2021	32,370.00	0.00	05/14/2021				No	0
100-034-520905 Public Safety Dispatching Fee					dispatch fees 5/1-7/31/21				
1354 Total:		209,796.00							
TC3 Total:		209,796.00							
Tyler Technologies, Inc.									
11773									
045333257	4/1/2021	60,777.52	0.00	05/14/2021				No	0
501-501-538000 Maintenance Agreements					maintenance for tyler tech software 5/1/21-4/30/22				
045333257 Total:		60,777.52							
Tyler Technologies, Inc. To		60,777.52							
Verci, Dawn									
14174									
05102021	5/10/2021	300.00	0.00	05/14/2021				No	0
261-319-511500 Econ Development Assist					small business grant				
05102021 Total:		300.00							
Verci, Dawn Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Visa (business) 11433									
*** 6031-0421	4/25/2021	15.55	0.00	05/14/2021				No	0
100-007-520400 Postage				postage to IDOT					
*** 6031-0421	4/25/2021	239.88	0.00	05/14/2021				No	0
100-001-551600 Dues And Subscriptions				linkedin dues 4/7/21-4/7/22					
6031-0421 Total:		255.43							
Visa (business) Total:		255.43							
Weis Photo and Film Vendor 14351									
05102021	5/10/2021	300.00	0.00	05/14/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
05102021 Total:		300.00							
Weis Photo and Film Vendo		300.00							
West, Sharon and Michael 14405									
05102021	5/10/2021	750.00	0.00	05/14/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement 1834 north shore dr					
05102021 Total:		750.00							
West, Sharon and Michael T		750.00							
Will Harms Co 10706									
36817	5/4/2021	108.98	0.00	05/14/2021				No	0
100-764-520200 Office Supplies				calculator and envelopes					
36817 Total:		108.98							

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

Will Harms Co Total:	108.98
Report Total:	323,943.67



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Receive and File Bids for Court Street Rehabilitation Project

REQUIRED SIGNATURES

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

City Manager:
Date:



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal



COVER SHEET

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

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS
Route(s) (Street/Road Name)		Type of Funds
FAP 693 (Court Street)		State

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

Submitted/Approved
For Local Public Agency:

For a County and Road District Project Submitted/Approved <table border="1"> <tr> <td>Highway Commissioner Signature</td> <td>Date</td> </tr> <tr> <td></td> <td></td> </tr> </table> Submitted/Approved <table border="1"> <tr> <td>County Engineer/Superintendent of Highways</td> <td>Date</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Highway Commissioner Signature	Date			County Engineer/Superintendent of Highways	Date			For a Municipal Project Submitted/Approved/Passed <table border="1"> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td><i>Joan A. Egan</i></td> <td>3/22/21</td> </tr> <tr> <td colspan="2">Official Title</td> </tr> <tr> <td colspan="2">CITY ENGINEER</td> </tr> </table> Department of Transportation Released for bid based on limited review <table border="1"> <tr> <td>Regional Engineer Signature</td> <td>Date</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Signature	Date	<i>Joan A. Egan</i>	3/22/21	Official Title		CITY ENGINEER		Regional Engineer Signature	Date		
Highway Commissioner Signature	Date																				
County Engineer/Superintendent of Highways	Date																				
Signature	Date																				
<i>Joan A. Egan</i>	3/22/21																				
Official Title																					
CITY ENGINEER																					
Regional Engineer Signature	Date																				

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

RETURN WITH BID

STATE OF ILLINOIS
CITY OF PEKIN
NOTICE TO BIDDERS

1. Time and Place of Opening Bids.

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 111 South Capitol Street, Pekin, Illinois, until 10:00 A.M., May 18, 2021, and at that time publicly opened and read.

2. Description of Work.

- (A) Proposed improvement is officially known as:

COURT STREET REHABILITATION

- (B) Proposed improvements consist of the rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Existing HMA surface shall be removed and overlaid. Improvements include median removal, concrete base course and base course widening, pavement patching, concrete sidewalk and driveways, drainage improvements, and landscaping. Improvements will be constructed while maintaining at least one lane of travel in each direction. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 (Revised January 1, 2021) and as directed by the City Engineer.

3. Instruction to Bidders.

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Pekin, for not less than five percent (5%) of the amount of the bid.
- (C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "COURT STREET REHABILITATION" and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Pekin, 111 Capitol Street, Pekin, Illinois, 61554 by 10:00 a.m. May 18, 2021. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Pekin. Contact Josie Esker, P.E. at 309-478-5399.
- (E) No response will be opened which has been received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
- (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-

RETURN WITH BID

equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
 - (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.
4. Rejection of Bids.

The City of Pekin reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Engineer

111 South Capitol Street, Pekin, IL 61554	until 10:00 AM	on 05/18/21
Address	Time	Date

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

111 South Capitol Street, Pekin, IL 61554	at 10:00 AM	on 05/18/21
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
Court Street from Hilltop Dr. to Veterans Dr. in the City of Pekin	1.068

Proposed Improvement

Rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Improvements include HMA milling/overlay, median removal, PCC base course & widening, pavement patching, PCC sidewalk and driveways. This work shall be done at locations listed and in accordance with the specifications included in this document.

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

Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.

2. ☒ Prequalification

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

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

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

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

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

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

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

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

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

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

PROPOSAL

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

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
R. A. Cullinan & Son, a Div. of UCM, Inc.		
Signature		Date
		5-18-21
Title		
Vice President		
Business Address		
121 W Park St. PO Box 166		
City	State	Zip Code
Tremont	IL	61568

Insert Names of Officers

President
Robert W. Bruner

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Attest:



Assit. Corp Secretary

Secretary
Allen D. Cullinan

Treasurer
Allen D. Cullinan



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

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

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

Quote To: City of Pekin

Job Name: Pekin Court Street

Project Location: Pekin Il

Date of Plans:

Bid Date: 05/18/2021

FSA: 051821PEKCRT

Addendum: Addendum (A)

Attn: Josie Esker, P.E.

Phone:

Mobile:

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	1,909.00	CY	46.16	88,119.44
20800150	TRENCH BACKFILL	103.00	CY	46.50	4,789.50
21101615	TOPSOIL F & P 4	793.00	SY	10.27	8,144.11
21101645	TOPSIOL F & P 12	1,884.00	SY	19.50	36,738.00
21400100	GRADING & SHAPE DITCH	200.00	LF	8.91	1,782.00
28000500	INLET & PIPE PROTECT	15.00	EA	151.00	2,265.00
28000510	INLET FILTERS	33.00	EA	352.00	11,616.00
28100105	STONE RIPRAP CL A3	18.00	SY	101.95	1,835.10
31101100	SUB GRAN MAT B	2,253.00	CY	92.85	209,191.05
35300110	PCC BSE CSE 6 1/2	3,191.00	SY	38.10	121,577.10
35400100	PCC BSE CSE WID 6	1,867.00	SY	41.45	77,387.15
40201000	AGGREGATE-TEMP ACCESS	641.00	TON	25.50	16,345.50
40600295	P BIT MATLS TACK CT	22,740.00	LB	1.98	45,025.20
40600982	HMA SURF REM BUTT JT	1,636.00	SY	22.45	36,728.20
40603235	P HMA BC IL 19.0 N70	3,887.00	TON	136.70	531,352.90
40604162	P HMA SC IL-9.5 D N70	3,130.00	TON	148.17	463,772.10
40800050	INCIDENTAL HMA SURF	101.00	TON	330.05	33,335.05
42001300	PROTECTIVE COAT	3,906.00	SY	0.01	39.06
42300300	PCC DRIVEWAY PAVT 7	1,429.00	SY	68.10	97,314.90
42400100	PC CONC SIDEWALK	5,487.00	SF	6.87	37,695.69
42400800	DETECTABLE WARNINGS	101.00	SF	26.28	2,654.28
44000100	PAVEMENT REMOVAL	2,657.00	SY	18.75	49,818.75
44000157	HMA SURF REM 2	17,057.00	SY	5.75	98,077.75
44000158	HMA SURF REM 2 1/4	6,248.00	SY	6.25	39,050.00
44000200	DRIVEWAY PAVT REM	1,580.00	SY	16.45	25,991.00
44000500	COMB C&G REMOVAL	2,981.00	LF	7.14	21,284.34
44000600	SIDEWALK REMOVAL	716.00	SF	1.98	1,417.68
44003100	MEDIAN REMOVAL	39,183.00	SF	2.98	116,765.34
44200132	PVMT PATCH, T2, 11"	14.00	SY	277.00	3,878.00
44201335	CLASS C PATCH, T4, 8"	65.00	SY	124.88	8,117.20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50800205	REINF BARS, EPOXY CTD	11,250.00	LB	2.70	30,375.00
54213657	PRC FLARED END SEC 12"	1.00	EA	1,888.54	1,888.54
54248510	CONCRETE COLLAR	0.40	CY	3,524.48	1,409.79
550A0050	SS, CLASS A, T1, 12"	160.00	LF	99.00	15,840.00
550A0090	SS, CLASS A, T1, 18"	27.00	LF	122.93	3,319.11
550A0380	SS, CLASS A, T2, 18"	53.00	LF	105.60	5,596.80
55100500	SS REMOVAL 12"	24.00	LF	35.24	845.76
55100900	SS REMOVAL 18"	189.00	LF	27.48	5,193.72
60240310	INLETS, TB, T11 F&G	8.00	EA	2,499.91	19,999.28
60255500	MANHOLES TO BE ADJ	3.00	EA	1,939.88	5,819.64
60260100	INLETS TO BE ADJ	9.00	EA	412.46	3,712.14
60260400	INL TO BE ADJ W/N T1F,CL	2.00	EA	936.17	1,872.34
60261300	INL TO BE ADJ W/N T11 F&G	2.00	EA	1,122.65	2,245.30
60500060	REMOVING INLETS	16.00	EA	399.54	6,392.64
60603500	COMB CONC C&G, TB-6.06	25.00	LF	122.40	3,060.00
60603800	COMB CONC C&G, TB-6.12	6,254.00	LF	33.90	212,010.60
60604400	COMB CONC C&G, TB-6.18	90.00	LF	83.39	7,505.10
60605000	COMB CONC C&G, TB-6.24	1,001.00	LF	32.09	32,122.09
60619600	CONC MEDIAN, TSB-6.12	779.00	SF	27.44	21,375.76
67100100	MOBILIZATION	1.00	LSUM	77,047.00	77,047.00
70107025	CHANGE MESSAGE SIGN	120.00	CALD	52.50	6,300.00
72000100	SIGN PANEL - TY 1	18.00	SF	15.16	272.88
73000100	WOOD SIGN SUPPORT	48.00	LF	7.84	376.32
78009000	MOD URE PVMT MARK - L&S	905.00	SF	11.55	10,452.75
78009004	MOD URE PVMT MARK - L 4"	15,530.00	LF	0.84	13,045.20
78009006	MOD URE PVMT MARK - L 6"	1,190.00	LF	2.36	2,808.40
78009008	MOD URE PVMT MARK - L 8"	6,774.00	LF	3.15	21,338.10
78009012	MOD URE PVMT MARK - L 12"	1,209.00	LF	5.51	6,661.59
78009024	MOD URE PVMT MARK - L 24"	199.00	LF	17.85	3,552.15
78300201	PVMT MARK REM - GRINDING	337.00	SF	8.40	2,830.80
81400200	HEAVY-DUTY HANDHOLE	1.00	EA	2,625.00	2,625.00
81400700	HANDHOLE, PCC	1.00	EA	2,100.00	2,100.00
89502380	REMOVE EX HANDHOLE	5.00	EA	605.61	3,028.05
K0012990	PER PL,ORN TYPE, GAL POT	29.40	UNIT	1,680.00	49,392.00
K0012993	P PL, ORN TYPE, 3-GAL POT	8.30	UNIT	3,465.00	28,759.50
K1005481	SHRED BARK MULCH 3"	1,884.00	SY	7.35	13,847.40
Z0010615	CLEANING EX INLETS	1.00	EA	479.80	479.80
Z0013798	CONSTRUCTION LAYOUT	1.00	LSUM	16,059.75	16,059.75
Z0034105	MAT TRANSFER DEVICE	3,130.00	TONS	5.11	15,994.30
Z0056670	SS, T2, WM QUAL PIPE, 18"	111.00	LF	154.08	17,102.88
Z0076604	TRAINEE TRAIN PROG GRAD	750.00	HOURL	15.00	11,250.00
X0322584	REVTMENT MAT REMOVAL	18.00	SY	33.65	605.70
X6020082	INLETS, TYPE G-1	2.00	EA	5,780.96	11,561.92
X7010216	TRAFFIC C&P, (SPECIAL)	1.00	LSUM	72,791.25	72,791.25
X8140115	HANDHOLE TO BE ADJ	1.00	EA	2,100.00	2,100.00
XX006343	SEEDING (COMPLETE)	1,493.00	SY	2.57	3,837.01

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
XX006498	COMB C&SW 4" (SPECIAL)	265.00	SF	15.30	4,054.50
XX006529	CONC C&G END OUT SPEC	4.00	EA	1,118.49	4,473.96
GRAND TOTAL					2,977,439.21

NOTES:

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

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

Signed Thomas C Wall

Signed _____

Date 5-18-21

Date _____

Addendum "A" acknowledged TTW.



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

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

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Route(s) (Street/Road Name)

FAP 693 (Court Street)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	1,909		
20800150	TRENCH BACKFILL	CU YD	103		
21101615	TOPSOIL F & P 4	SQ YD	793		
21101645	TOPSOIL F & P 12	SQ YD	1,884		
21400100	GRADING & SHAP DITCH	FOOT	200		
28000500	INLET & PIPE PROTECT	EACH	15		
28000510	INLET FILTERS	EACH	33		
28100105	STONE RIPRAP CL A3	SQ YD	18		
31101100	SUB GRAN MAT B	CU YD	2,253		
35300110	PCC BSE CSE 6 1/2	SQ YD	3,191		
35400100	PCC BASE CSE W 6	SQ YD	1,867		
40201000	AGGREGATE-TEMP ACCESS	TON	641		
40600295	P BIT MATLS TACK CT	POUND	22,740		
40600982	HMA SURF REM BUTT JT	SQ YD	1,636		
40603235	P HMA BC IL19.0 N70	TON	3,887		
40604162	P HMA SC IL-9.5 D N70	TON	3,130		
40800050	INCIDENTAL HMA SURF	TON	101		
42001300	PROTECTIVE COAT	SQ YD	3,906		
42300300	PCC DRIVEWAY PAVT 7	SQ YD	1,429		
42400100	PC CONC SIDEWALK 4	SQ FT	5,487		
42400800	DETECTABLE WARNINGS	SQ FT	101		
44000100	PAVEMENT REM	SQ YD	2,657		
44000157	HMA SURF REM 2	SQ YD	17,057		
44000158	HMA SURF REM 2 1/4	SQ YD	6,248		
44000200	DRVWY PVMT REMOVAL	SQ YD	1,580		

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell		20-00193-00-RS		FAP 693 (Court Street)
Item Number	Items	Unit	Quantity	Unit Price	Total	
44000500	COMB C&G REMOVAL	FOOT	2,981			
44000600	SIDEWALK REMOVAL	SQ FT	716			
44003100	MEDIAN REMOVAL	SQ FT	39,183			
44200132	PVMT PATCH, T11, 11"	SQ YD	14			
44201335	CLASS C PATCH, TIV, 8"	SQ YD	65			
50800205	REINF BARS, EPOXY CTD	POUND	11,250			
54213657	P R CONC FL END SEC 12"	EACH	1			
54248510	CONCRETE COLLAR	CU YD	0.4			
550A0050	SS, CLASS A, T1 12"	FOOT	160			
550A0090	SS, CLASS A, T1 18"	FOOT	27			
550A0380	SS, CLASS A, T2 18"	FOOT	53			
55100500	SS REMOVAL 12"	FOOT	24			
55100900	SS REMOVAL 18"	FOOT	189			
60240310	INLETS, TB, T11 F&G	EACH	8			
60255500	MANHOLES TO BE ADJ	EACH	3			
60260100	INLETS TO BE ADJ	EACH	9			
60260400	INL TO BE ADJ W/ N T1 F, CL	EACH	2			
60261300	INL TO BE ADJ W/ N T11 F&G	EACH	2			
60500060	REMOVING INLETS	EACH	16			
60603500	COMB CONC C&G, TB-6.06	FOOT	25			
60603800	COMB CONC C&G, TB-6.12	FOOT	6,254			
60604400	COMB CONC C&G, TB-6.18	FOOT	90			
60605000	COMB CONC C&G, TB-6.24	FOOT	1,001			
60619600	CONC MEDIAN, TSB-6.12	SQ FT	779			
67100100	MOBILIZATION	L SUM	1			
70107025	CHANGE MESSAGE SIGN	CAL DA	120			
72000100	SIGN PANEL - TYPE 1	SQ FT	18			
73000100	WOOD SIGN SUPPORT	FOOT	48			
78009000	MOD URE PVMT MARK - L&S	SQ FT	905			
78009004	MOD URE PVMT MARK - L 4"	FOOT	15,530			
78009006	MOD URE PVMT MARK - L 6"	FOOT	1,190			
78009008	MOD URE PVMT MARK - L 8"	FOOT	6,774			
78009012	MOD URE PVMT MARK - L12"	FOOT	1,209			
78009024	MOD URE PVMT MARK - L24"	FOOT	199			
78300201	PVMT MARK REM - GRINDIN	SQ FT	337			
81400200	HEAVY-DUTY MANHOLE	EACH	1			
81400700	HANDHOLE, PCC	EACH	1			
89502380	REMOVE EX HANDHOLE	EACH	5			
K0012990	PER PL, ORN TYPE, GAL POT	UNIT	29.4			
K0012993	P PL, ORN TYPE, 3-GAL POT	UNIT	8.3			
K1005481	SHRED BARK MULCH 3"	SQ YD	1,884			
Z0010615	CLEANING EX INLETS	EACH	1			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1			
Z0034105	MAT TRANSFER DEVICE	TON	3,130			
Z0056670	SS, T2, WM QUAL PIPE, 18"	FOOT	111			
Z0076604	TRAINEE TRAIN PROG GRAD	HOURL	750			

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell		20-00193-00-RS		FAP 693 (Court Street)
X0322584	REVTMENT MAT REMOVAL	SQ YD	18			
X6020082	INLETS, TYPE G-1	EACH	2			
X7010216	TRAFFIC C&P, (SPECIAL)	L SUM	1			
X8140115	HANDHOLE TO BE ADJ	EACH	1			
XX006343	SEEDING (COMPLETE)	SQ YD	1,493			
XX006498	COMB C&SW 4" (SPECIAL)	SQ FT	265			
XX006529	CONC C&G END OUT SPEC	EACH	4			
Bidder's Total Proposal						\$0.00

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



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS

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

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

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

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

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

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

Principal

Company Name

Signature

Date

By:

Title

Company Name

Signature

Date

By:

Title

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

Surety

Name of Surety

Signature of Attorney-in-Fact

Date

By:

STATE OF IL
COUNTY OF

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

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

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

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

(SEAL)

Notary Public Signature

Date commission expires _____

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

6.5.a



Local Public Agency _____
 City of Pekin _____ County _____ Section Number _____
 Tazewell _____ 20-00193-00-RS

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

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written
 proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.
 THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section
 and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful
 performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road
 and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in
 full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
 respective officers this 18th of May, 2021
 Day Month and Year

Principal

Company Name
R.A. Cullinan & Son, A Division of UCM, Inc.
 Signature _____ Date _____
 By: Thomas T. Wall 5-18-21
 Title
Thomas T. Wall, Vice President

Company Name _____
 Signature _____ Date _____
 By: _____
 Title _____

Surety

Name of Surety
Travelers Casualty & Surety Company of America

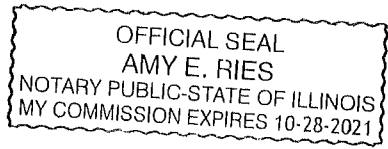
Signature of Attorney-in-Fact _____ Date _____
 By: Kathy Betteridge 5-18-21

STATE OF IL
 COUNTY OF TAZEWELL
Amy E. Ries

Thomas T. Wall and Kathy Betteridge, 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 18th day of May, 2021
 Day Month and Year

(SEAL)



Notary Public Signature
Amy E. Ries
 Date commission expires 10/28/21

Attachment: R.A. Cullinan UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Affidavit of Availability

For the Letting of 03/23/21



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

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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



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

May 18, 2021

Local Agency: Tazewell County—City of Pekin

United Contractors Midwest, Inc. and all of its divisions request to forego filing the required Affidavit of Availability under 44 IL Administrative Code Section 21-00193-00-RS for Court Street for the local roads letting.

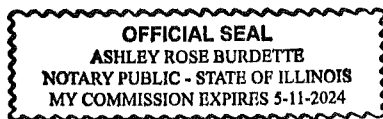
If you have any questions, you may contact Ms. Tara Elston, Illinois Department of Transportation, Springfield, IL. Thank you for your cooperation.

Sincerely,

Thomas T. Wall
Vice President

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

Given under my hand and Notarial Seal this 18th day of May, 2021,



Notary Public

(SEAL)

ucm.biz

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

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

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

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

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



JOHN F. CULLINAN
PRESIDENT - CULLINAN
RECEIVED - CULLINAN
CULLINAN & ASSOCIATES
CULLINAN & ASSOCIATES



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 1284

R. A. Cullinan & Son, a Division of United Contractors Midwest, Inc.
P. O. Box 166 Tremont, IL 61568-0166

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

SUPER UNLIMITED

001	EARTHWORK	Unlimited	08A	AGGREGATE BASES & SURF. (A)	\$20,075,000
002	PCC PAVING	Unlimited	09C	HWY., R.R. & WATERWAY STR.	\$19,350,000
003	HMA PLANT MIX	Unlimited	15A	COVER & SEAL COATS (A)	\$14,500,000
006	CLEAN & SEAL CRACKS/JOINTS	\$450,000			
007	SOIL STABILIZATION & MOD.	\$575,000			
012	DRAINAGE	\$12,875,000			
017	CONCRETE CONSTRUCTION	\$23,875,000			
018	LANDSCAPING	\$75,000			
021	TREE TRIM. & SEL. TREE REM.	\$475,000			
022	FENCING	\$50,000			
023	GUARDRAIL	\$250,000			
026	SIGNING	\$225,000			
031	PAVT. TEXTUR. & SURF. REM.	\$1,300,000			
032	COLD MILL.PLAN. & ROTOMILL	\$23,250,000			
034	DEMOLITION	\$2,275,000			

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/7/2021 TO 4/30/2022 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 4/7/2021.

Tim Bell

Engineer of Construction

Part III. Work Subcontracted to Others.

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

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

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

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

Officer or Director

Title

Signature

Date

----------------------	----------------------

Company

Address

City

State

Zip Code

----------------------	----------------------	----------------------

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



**Illinois Department
of Transportation**

**Apprenticeship and
Training Program Certification**



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court Street (FAP 693)	20-00193-00-RS

All contractors are required to complete the following certification

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

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See Attached

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

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

Bidder	Signature	Date
R. A. Cullinan & Son, a Div. of UCM, Inc.		5-18-21
Title		
Vice President		
Address	City	State Zip Code
121 W Park St. PO Box 166	Tremont	IL 61568



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

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

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

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

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

UCM SUBCONTRACTED WORK TYPE LISTED PER PARAGRAPH "K"

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

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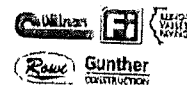
IL--Peoria
121 W. Park Street
P.O. Box 165
Tremont, IL 61568
309-925-2711

IL--Springfield
3151 Robbins Rd (62704)
P.O. Box 13420
Springfield, IL 62791
217-544-6192

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

IL--Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0991

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





**Illinois Department
of Transportation**

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court St. (FAP 693)	20-00193-00-RS

I, Thomas T. Wall of Tremont, Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

Signature	Date
<u>Thomas T. Wall</u>	<u>5-18-21</u>
Print Name of Affiant	
<u>Thomas T. Wall</u>	

Notary Public

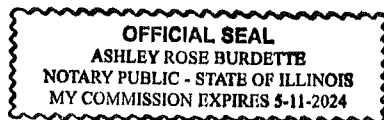
State of IL

County Tazewell

Signed (or subscribed or attested) before me on 5/18/2021 by
(date)

Thomas T. Wall, authorized agent(s) of
(name/s of person/s)

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



(SEAL)

Signature of Notary Public

Ashley Rose Burdette
 My commission expires 5-11-2024

1. The City of San Francisco is seeking proposals for the design and construction of the Court Street Rehabilitation Project. The project is located in the City of San Francisco, California. The project consists of the design and construction of the Court Street Rehabilitation Project. The project is located in the City of San Francisco, California. The project consists of the design and construction of the Court Street Rehabilitation Project.

2. The City of San Francisco is seeking proposals for the design and construction of the Court Street Rehabilitation Project. The project is located in the City of San Francisco, California. The project consists of the design and construction of the Court Street Rehabilitation Project. The project is located in the City of San Francisco, California. The project consists of the design and construction of the Court Street Rehabilitation Project.

RETURN WITH BID

SUB-CONTRACTOR UTILIZATION STATEMENT**Section I (select all that apply)**

☒ MBE/WBE Subcontractor(s) will be utilized on this project
☐ Non MBE/WBE Subcontractor(s) will be utilized on this project

Section II: Prime Contractor**Project**

Name: R.A. Cullinan & Son, a div. of U.C.M., Inc.

Address: 121 W. Park St., Tremont, IL 61568-0166

Phone: (309) 925-2711

Contact Person: Thomas T. Wall

Email: tom.wall@ucm.biz

Name: Court Street Rehab. Pekin

Total Contract Value: \$2,977,439.21

Ownership Status: MBE ☐ WBE ☐ M/WBE ☐ Non-M/WBE ☒**Section III: Selected Subcontractors**

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Midwest Construction Services	WBE	\$75,943.48	2.55%	Traffic Control, Message Board, Sign Panel & Support
Central Illinois Consulting, Inc.	WBE	\$15,295.00	0.51%	Construction Layout
Central Landscaping	Non M/WBE	\$91,275.85	3.07%	Seeding, Plantings, & Bark Mulch
Alexander Brothers Construction Corp.	MBE	\$258,717.23	8.69%	Partial Earth Excavation & Subbase Granular
D2K Traffic Safety, Inc.	MBE	\$57,804.75	1.94%	Pavement Markings & Removal-Grinding
Laser Electric	Non M/WBE	\$7,000.00	0.24%	Electrical Work
Beer Brothers	Non M/WBE	\$64,549.69	2.17%	Concrete Sawing for Removal Items
Totals		\$570,586.00	19.16%	

*If more than seven firms are utilized, please copy the form and attach the additional information.

Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
Buddy's Ground Maintenance	Seeding, Plantings, & Bark Mulch	\$102,598.59 more than Non M/WBE quote
Varsity Striping and Construction Company	Pavement Markings & Removal-Grinding	\$16,842.77 higher than D2K (MBE)

*If more than seven firms submitted quotes, please copy the form and attach the additional information.

-----Continues on next page-----

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)

RETURN WITH BID

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
Earthcare	phone	Said that we not quoting
Phoenix Corporation of the Quad Cities	email	No response provided
Precision Pavement Markings	email and phone call	No quote provided
Davidson Construction Supply	email and phone call	No quote provided
S.K. Davison	email and phone call	No quote provided

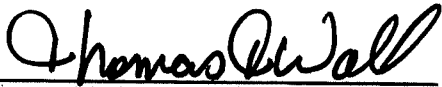
*If more than six firms were contacted, please copy the form and attach the additional information

Section IV

The City of Pekin is committed to promoting equal opportunity and has established the following subcontractor utilization goals for this construction projects: 15% MBE and 4% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

This form must be completed and submitted with bid proposals. ALL subcontractors intended for use on this project shall be listed in the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.



Signature of Prime Contractor

5/18/2021

Date

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Illinois Department of Transportation

Subcontractor Registration Number 10016

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V Manufacturer Supplier (60%) Subcontractor x Trucking

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
X7010216	Traffic C&P (Special 701701, 701602)	1.00	\$69,325.00	\$69,325.00
70107025	Changeable Msg Sign	120.00	\$50.00	\$6,000.00
72000100	Sign Panel Type 1	18.00	\$14.44	\$259.92
73000100	Wood Sign Support	48.00	\$7.47	\$358.56
				\$ 0.00
				\$ 0.00
Total				\$75,943.48

(3) Partial Payment Items (For any of the above items which are partial pay items)
Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor 1st Tier 2nd Tier

Date 5/18/2021
Contact Person Thomas T. Wall
Title Vice President
Firm Name R.A. Cullinan & Son, a Div. of United Contractors Midwest, Inc.
Address P.O. Box 168
City/State/Zip Tremont, IL 61568
Phone 809-825-2711
Email Address tom.wall@ucm.biz

Robert Yoder
Signature for DBE Firm 1st Tier 2nd Tier

Date 5/17/2021
Contact Person Robert Yoder
Title General Manager
Firm Name Midwest Construction Services
Address 4200 S Ricketts Ave
City/State/Zip Bartonville, IL 61607
Phone 309.697.1000
Email Address ryoder@mcstraffic.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E
WC



Illinois Department of Transportation

 Subcontractor Registration Number 14258

Participation Statement

(1) Instructions:

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V ☐ Manufacturer ☐ Supplier (60%) ☐ Subcontractor ☒ Trucking ☐

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
Z0013798	Construction Layout	1.00	\$15,295.00	\$15,295.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total				\$15,295.00

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:

*Applies to trucking only.

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor ☐ 1st Tier ☐ 2nd Tier

Date 5/18/2021

Contact Person Thomas T. Wall

Title Vice President

Firm Name R.A. Cullinan & Son, a Div. of United Contractors Midwest, Inc.

Address P.O. Box 168

City/State/Zip Tremont, IL 61789

Phone 309-825-2711

Email Address tom.wall@ucm.biz

Jessica Youngman
Signature for DBE Firm ☒ 1st Tier ☐ 2nd Tier

Date 05/17/2021

Contact Person Jessica Youngman

Title President

Firm Name Central Illinois Consulting, Inc.

Address 121 S. Jefferson

City/State/Zip Washburn, IL 61570

Phone 309-383-3156

Email Address Youngman@mtco.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E ☐

WC ☐

Attachment: R.A.Cullinan_UCM (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Illinois Department of Transportation

 Subcontractor Registration Number 10677

DBE Participation Statement

 Letting 5/18/2021

Participation Statement

 Item No. 20-00193-00-RS

(1) Instructions

Contract No. _____

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please Indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor X Trucking _____

Pay Item No.	Description (Anticipated Items for trucking)*	Quantity	Unit Price	Total
20200100	Earth Excavation	1,909	\$31.16	\$59,484.44
31101100	Subbase Granular Material Type B	2,253	\$88.43	\$199,232.79

 Total \$258,717.23

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

Earth Excavation is partial pay item. Will only be doing the excavation work. Does not include placement behind the curb.

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor X 1st Tier _____ 2nd Tier _____

Allester Alexander
Signature for DBE Firm X 1st Tier _____ 2nd Tier _____

Date 5/18/2021
Contact Person Thomas T. Wall
Title Vice President
R.A. Cullinan & Son, a Div. of
Firm Name United Contractors Midwest, Inc.
Address P.O. Box 166
Tremont, IL 61568
City/State/Zip
Phone 309-925-2711
Email Address tom.wall@ucm.biz

Date May 18, 2021
Contact Person Allester Alexander
Title President
Firm Name Alexander Brothers Const. Corp.
Address P. O. Box 1508
City/State/Zip Peoria, IL 61655
Phone 309-648-1590
Email Address abrosconst@aol.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E _____
WC _____

DBE Participation Statement

Letting 5/18/2021_____

Item No. _____

Contract No. 20-00193-00-RS

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor X Trucking _____

(3) Partial Payment Items (For any of the above items which are partial pay items)

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department. 

E _____
WC

Mark Long
630-488-1068
marklong@d2ktraffic.com
CITY OF PEKIN
COURT STREET REHABILITATION

Letting Date:	5/18/2021
Item #:	
Completion Date:	
Working Days	115

[illegible]

PACKAGED QUOTE PLEASE CALL D2K TRAFFIC TO DISCUSS BEFORE SPLITTING OUT ANY ITEMS FROM PACKAGE

- *PERMANENT PAVEMENT MARKINGS WILL NOT HAVE ANY WARRANTY IF DONE OUTSIDE OF SPECIFICATIONS.
- *PERMANENT PAVMENT MAKRING HAS A MINIMUM MOBILIZATION OF \$3,000.
- *PERMANENT PAVEMENT MARKING ARE BID FOR 1 MOBILIZATION, FOR ADDITIONAL MOBILIZATIONS ADD \$3,000/EACH
- *INDIVIDUAL LINE ITEMS MAY BE REMOVED FROM THIS QUOTE; ANY CHANGES MUST BE APPROVED BY ESTIMATOR
- *PAVEMENT MARKING AND MARKERS REQUIRE ONE WEEK NOTICE FOR ALL OPERATIONS
- *D2K REQUIRES A CLEAN, COMPLETE, AND EQUIPMENT/WORK FREE AREA
- *CLEANING AND/OR TEMP TAPE REMOVAL WILL BE BILLED AS TIME & MATERIAL
- *UNIT PRICES DO NOT INCLUDE TEMPORARY LANE CLOSURES (SEE OTHER EXCLUSIONS ABOVE)
- *ALL REPAIRS DUE TO DAMAGE FROM THE GENERAL CONTRACTOR OR ITS SUBS' ACTIVITIES WILL BE BILLED AS TIME & MATERIAL
- *ALL CONTROL POINTS MUST BE LOCATED BY THE OWNER, THE OWNER'S REPRESENTATIVE, OR THE GENERAL CONTRACTOR;
- *DOCUMENTATION OF EXISTING PAVEMENT MARKINGS (IF REQUIRED) WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY



Illinois Department of Transportation

Local Public Agency Formal Contract Proposal



COVER SHEET

Proposal Submitted By:

Contractor's Name

Otto Baum Company, Inc.

Contractor's Address

866 N. Main Street

City

Morton

State

IL

Zip Code

61550

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Route(s) (Street/Road Name)

FAP 693 (Court Street)

Type of Funds

State

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

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

--	--

Submitted/Approved

County Engineer/Superintendent of Highways

Date

--	--

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

	3/22/21
--	---------

Official Title

CITY ENGINEER

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

--	--

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

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

RETURN WITH BID

STATE OF ILLINOIS
CITY OF PEKIN
NOTICE TO BIDDERS

I. Time and Place of Opening Bids.

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 111 South Capitol Street, Pekin, Illinois, until **10:00 A.M., May 18, 2021**, and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as:

COURT STREET REHABILITATION

(B) Proposed improvements consist of the rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Existing HMA surface shall be removed and overlaid. Improvements include median removal, concrete base course and base course widening, pavement patching, concrete sidewalk and driveways, drainage improvements, and landscaping. Improvements will be constructed while maintaining at least one lane of travel in each direction. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 (Revised January 1, 2021) and as directed by the City Engineer.

3. Instruction to Bidders.

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Pekin, for not less than five percent (5%) of the amount of the bid.
- (C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "COURT STREET REHABILITATION" and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Pekin, 111 Capitol Street, Pekin, Illinois, 61554 by 10:00 a.m. May 18, 2021. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Pekin. Contact Josie Esker, P.E. at 309-478-5399.
- (E) No response will be opened which has been received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
- (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-

RETURN WITH BID

equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

4. Rejection of Bids.

The City of Pekin reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Engineer

111 South Capitol Street, Pekin, IL 61554	Name of Office	until 10:00 AM	on 05/18/21
Address		Time	Date

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

111 South Capitol Street, Pekin, IL 61554	Name of Office	at 10:00 AM	on 05/18/21
Address		Time	Date

DESCRIPTION OF WORK

Location	Project Length
Court Street from Hilltop Dr. to Veterans Dr. in the City of Pekin	1.068

Proposed Improvement

Rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Improvements include HMA milling/overlay, median removal, PCC base course & widening, pavement patching, PCC sidewalk and driveways. This work shall be done at locations listed and in accordance with the specifications included in this document. +

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

Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us. +

2. ☒ Prequalification

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

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

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

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

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

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

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

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

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

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

City of Pekin

Tazewell

20-00193-00-RS

FAP 693 (Court Street)

PROPOSAL

1. Proposal of
- Otto Baum Company, Inc.

Contractor's Name

866 N. Main Street, Morton, IL 61550

Contractor's Address

2. The plans for the proposed work are those prepared by Hanson Professional Services Inc.
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 115 working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Bruce Marston Treasurer of City of Pekin.
The amount of the check is 5% bid bond (_____).

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

City of Pekin

Tazewell

20-00193-00-RS

FAP 693 (Court Street)

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Route(s) (Street/Road Name)

FAP 693 (Court Street)

SIGNATURES

(If an individual)

Not applicable

Signature of Bidder

Date

Business Address

City

State

Zip Code

(If a partnership)

Not applicable

Firm Name

Signature

Date

Title

Business Address

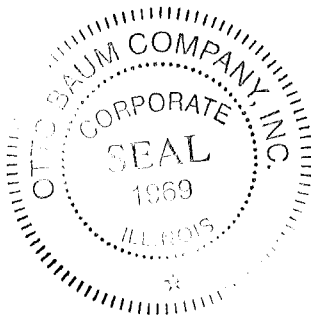
City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)



Corporate Name

Otto Baum Company, Inc.

Signature

Date

5/18/2021

Title

President

Business Address

866 N. Main Street

City

State

Zip Code

Morton

IL

61550

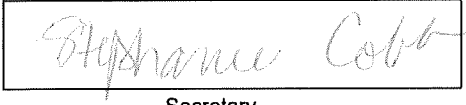
Insert Names of Officers

President

Terry Baum

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Attest:



Secretary

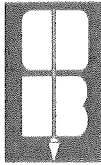
Secretary

Stephanie Cobb

Treasurer

Scott Wallace

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

www.ottobaum.com

309-266-7114 ■ Fax 309-263-1050
866 N. Main St. ■ Morton, IL 61550

City of Pekin
Tazewell County
Section / 20-00193-00-RS

Contact: Adam Watson
309-266-7114

Job Name: FAP 693 (COURT STREET)

Addendum #1 Acknowledged

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	1,909.00	CY	39.64	75,672.76
20800150	TRENCH BACKFILL	103.00	CY	52.47	5,404.41
21101615	TOPSOIL F&P 4"	793.00	SY	8.42	6,677.06
21101645	TOPSOIL F&P 12"	1,884.00	SY	22.30	42,013.20
21400100	GRADING & SHAP DITCH	200.00	FT	9.70	1,940.00
28000500	INLET & PIPE PROTECTION	15.00	EA	123.78	1,856.70
28000510	INLET FILTERS	33.00	EA	270.11	8,913.63
28100105	STONE RIPRAP CLA3	18.00	SY	77.58	1,396.44
31101100	SUB GRAN MAT B	2,253.00	CY	72.76	163,928.28
35300110	PCC BSE CSE 6 1/2	3,191.00	SY	40.12	128,022.92
35400100	PCC BASE CSE W 6	1,867.00	SY	48.77	91,053.59
40201000	AGGREGATE-TEMP ACCESS	641.00	TON	19.42	12,448.22
40600295	P BIT MATLS TACK CT	22,740.00	LB	2.05	46,617.00
40600982	HMA SURF REM BUTT JT	1,636.00	SY	23.27	38,069.72
40603235	P HMA BC IL 19.0 N70	3,887.00	TON	141.70	550,787.90
40604162	P HMA SC IL-9.5 D N70	3,130.00	TON	153.59	480,736.70
40800050	INCIDENTAL HMA SURF	101.00	TON	342.11	34,553.11
42001300	PROTECTIVE COAT	3,906.00	SY	0.60	2,343.60
42300300	PCC DRIVEWAY PAVT 7"	1,429.00	SY	71.33	101,930.57
42400100	PC CONC SIDEWALK 4"	5,487.00	SF	6.50	35,665.50
40800050	DETECTABLE WARNINGS	101.00	SF	30.48	3,078.48
44000100	PAVEMENT REMOVAL	2,657.00	SY	18.91	50,243.87
44000157	HMA SURF REM 2	17,057.00	SY	5.96	101,659.72
44000158	HMA SURF REM 2 1/4	6,248.00	SY	6.48	40,487.04
44000200	DRVWY PVMT REMOVAL	1,580.00	SY	11.15	17,617.00
44000500	COMB C&G REMOVAL	2,981.00	FT	7.10	21,165.10
44000600	SIDEWALK REMOVAL	716.00	SF	1.64	1,174.24
44003100	MEDIAN REMOVAL	39,183.00	SF	3.37	132,046.71
44200132	PVMT PATCH, T11, 11"	14.00	SY	337.58	4,726.12
44201335	CLASS C PATCH, TIV, 8"	65.00	SY	136.50	8,872.50
50800205	REINF BARS, EPOXY CTD	11,250.00	LB	2.18	24,525.00
54213657	P R CONC FL END SEC 12"	1.00	EA	929.04	929.04

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
54248510	CONCRETE COLLAR	0.40	CY	1,844.70	737.88
550A0050	SS, CLASS A, T1 12"	160.00	FT	121.86	19,497.60
550A0090	SS, CLASS A, T1 18"	27.00	FT	101.78	2,748.06
550A0380	SS, CLASS A, T2 18"	53.00	FT	99.28	5,261.84
55100500	SS REMOVAL 12"	24.00	FT	43.53	1,044.72
55100900	SS REMOVAL 18"	189.00	FT	27.84	5,261.76
60240310	INLETS, TB, T11 F&G	8.00	EA	3,745.07	29,960.56
60255500	MANHOLES TO BE ADJ	3.00	EA	1,089.82	3,269.46
60260100	INLETS TO BE ADJ	9.00	EA	1,237.63	11,138.67
60260400	INL TO BE ADJ W/ N T1 F, CL	2.00	EA	1,285.64	2,571.28
60261300	INL TO BE ADJ W/ N T11 F&G	2.00	EA	1,463.63	2,927.26
60500060	REMOVING INLETS	16.00	EA	781.36	12,501.76
60603500	COMB CONC C&G, TB-6.06	25.00	FT	69.87	1,746.75
60603800	COMB CONC C&G, TB-6.12	6,254.00	FT	35.69	223,205.26
60604400	COMB CONC C&G, TB-6.18	90.00	FT	78.52	7,066.80
60605000	COMB CONC C&G, TB-6.24	1,001.00	FT	41.64	41,681.64
60619600	CONC MEDIAN, TSB-6.12	779.00	SF	18.77	14,621.83
67100100	MOBILIZATION	1.00	LS	154,000.00	154,000.00
70107025	CHANGE MESSAGE SIGN	120.00	CALD	51.83	6,219.60
72000100	SIGN PANEL - TYPE 1	18.00	SF	14.97	269.46
73000100	WOOD SIGN SUPPORT	48.00	FT	7.74	371.52
78000900	MOD URE PVMT MARK - L&S	905.00	SF	6.22	5,629.10
78009004	MOD URE PVMT MARK - L 4"	15,530.00	FT	1.96	30,438.80
78009006	MOD URE PVMT MARK - L 6"	1,190.00	FT	2.94	3,498.60
78009008	MOD URE PVMT MARK - L 8"	6,774.00	FT	3.93	26,621.82
78009012	MOD URE PVMT MARK - L 12"	1,209.00	FT	5.89	7,121.01
78009024	MOD URE PVMT MARK - L 24"	199.00	FT	11.78	2,344.22
78300201	PVMT MARK REM - GRINDING	337.00	SF	5.18	1,745.66
81400200	HEAVY-DUTY MANHOLE	1.00	EA	2,435.90	2,435.90
81400700	HANDHOLE, PCC	1.00	EA	2,435.90	2,435.90
89502380	REMOVE EX HANDHOLE	5.00	EA	572.95	2,864.75
K0012990	PER PL, ORN TYPE, GAL POT	29.40	UNIT	2,332.24	68,567.86
K0012993	P PL, ORN TYPE, 3-GAL POT	8.30	UNIT	3,938.90	32,692.87
K1005481	SHRED BARK MULCH 3"	1,884.00	SY	9.85	18,557.40
Z0010615	CLEANING EXISTING INLETS	1.00	EA	2,123.96	2,123.96
Z0013789	CONSTRUCTION LAYOUT	1.00	LS	15,854.07	15,854.07
Z0034105	MAT TRANSFER DEVICE	3,130.00	TON	5.30	16,589.00
Z0056670	SS, T2, WM QUAL PIPE, 18"	111.00	FT	196.34	21,793.74
Z0076604	TRAINEE TRAIN PROG GRAD	750.00	HR	15.00	11,250.00
X0322584	REVTMENT MAT REMOVAL	18.00	SY	25.19	453.42
X6020082	INLETS, TYPE G-1	2.00	EA	3,627.12	7,254.24
X7010216	TRAFFIC C&P, (SPECIAL)	1.00	LS	71,858.98	71,858.98
X8140115	MANHOLE TO BE ADJUSTED	1.00	EA	2,591.38	2,591.38
XX006343	SEEDING (COMPLETE)	1,493.00	SY	2.15	3,209.95
XX006498	COMB C&SW 4" (SPECIAL)	265.00	SF	15.77	4,179.05
XX006529	CONC C&G END OUT SPEC	4.00	EA	915.02	3,660.08

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					\$3,148,431.60


Schedule of Prices


Contractor's Name

Otto Baum Company, Inc.

Contractor's Address

866 N. Main Street

City

Morton

State Zip Code

IL
61550

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Route(s) (Street/Road Name)

FAP 693 (Court Street)
Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	1,909	Please see	attached list of prices.
20800150	TRENCH BACKFILL	CU YD	103		
21101615	TOPSOIL F & P 4	SQ YD	793		
21101645	TOPSOIL F & P 12	SQ YD	1,884		
21400100	GRADING & SHAP DITCH	FOOT	200		
28000500	INLET & PIPE PROTECT	EACH	15		
28000510	INLET FILTERS	EACH	33		
28100105	STONE RIPRAP CL A3	SQ YD	18		
31101100	SUB GRAN MAT B	CU YD	2,253		
35300110	PCC BSE CSE 6 1/2	SQ YD	3,191		
35400100	PCC BASE CSE W 6	SQ YD	1,867		
40201000	AGGREGATE-TEMP ACCESS	TON	641		
40600295	P BIT MATLS TACK CT	POUND	22,740		
40600982	HMA SURF REM BUTT JT	SQ YD	1,636		
40603235	P HMA BC IL19.0 N70	TON	3,887		
40604162	P HMA SC IL-9.5 D N70	TON	3,130		
40800050	INCIDENTAL HMA SURF	TON	101		
42001300	PROTECTIVE COAT	SQ YD	3,906		
42300300	PCC DRIVEWAY PAVT 7	SQ YD	1,429		
42400100	PC CONC SIDEWALK 4	SQ FT	5,487		
42400800	DETECTABLE WARNINGS	SQ FT	101		
44000100	PAVEMENT REM	SQ YD	2,657		
44000157	HMA SURF REM 2	SQ YD	17,057		
44000158	HMA SURF REM 2 1/4	SQ YD	6,248		
44000200	DRVWY PVMT REMOVAL	SQ YD	1,580		

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

Item Number	Items	Unit	Quantity	Unit Price	Total
44000500	COMB C&G REMOVAL	FOOT	2,981	Please see	attached list of prices.
44000600	SIDEWALK REMOVAL	SQ FT	716		
44003100	MEDIAN REMOVAL	SQ FT	39,183		
44200132	PVMT PATCH, T11, 11"	SQ YD	14		
44201335	CLASS C PATCH, TIV, 8"	SQ YD	65		
50800205	REINF BARS, EPOXY CTD	POUND	11,250		
54213657	P R CONC FL END SEC 12"	EACH	1		
54248510	CONCRETE COLLAR	CU YD	0.4		
550A0050	SS, CLASS A, T1 12"	FOOT	160		
550A0090	SS, CLASS A, T1 18"	FOOT	27		
550A0380	SS, CLASS A, T2 18"	FOOT	53		
55100500	SS REMOVAL 12"	FOOT	24		
55100900	SS REMOVAL 18"	FOOT	189		
60240310	INLETS, TB, T11 F&G	EACH	8		
60255500	MANHOLES TO BE ADJ	EACH	3		
60260100	INLETS TO BE ADJ	EACH	9		
60260400	INL TO BE ADJ W/ N T1 F, CL	EACH	2		
60261300	INL TO BE ADJ W/ N T11 F&G	EACH	2		
60500060	REMOVING INLETS	EACH	16		
60603500	COMB CONC C&G, TB-6.06	FOOT	25		
60603800	COMB CONC C&G, TB-6.12	FOOT	6,254		
60604400	COMB CONC C&G, TB-6.18	FOOT	90		
60605000	COMB CONC C&G, TB-6.24	FOOT	1,001		
60619600	CONC MEDIAN, TSB-6.12	SQ FT	779		
67100100	MOBILIZATION	L SUM	1		
70107025	CHANGE MESSAGE SIGN	CAL DA	120		
72000100	SIGN PANEL - TYPE 1	SQ FT	18		
73000100	WOOD SIGN SUPPORT	FOOT	48		
78009000	MOD URE PVMT MARK - L&S	SQ FT	905		
78009004	MOD URE PVMT MARK - L 4"	FOOT	15,530		
78009006	MOD URE PVMT MARK - L 6"	FOOT	1,190		
78009008	MOD URE PVMT MARK - L 8"	FOOT	6,774		
78009012	MOD URE PVMT MARK - L12"	FOOT	1,209		
78009024	MOD URE PVMT MARK - L24"	FOOT	199		
78300201	PVMT MARK REM - GRINDIN	SQ FT	337		
81400200	HEAVY-DUTY MANHOLE	EACH	1		
81400700	HANDHOLE, PCC	EACH	1		
89502380	REMOVE EX HANDHOLE	EACH	5		
K0012990	PER PL, ORN TYPE, GAL POT	UNIT	29.4		
K0012993	P PL, ORN TYPE, 3-GAL POT	UNIT	8.3		
K1005481	SHRED BARK MULCH 3"	SQ YD	1,884		
Z0010615	CLEANING EX INLETS	EACH	1		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
Z0034105	MAT TRANSFER DEVICE	TON	3,130		
Z0056670	SS, T2, WM QUAL PIPE, 18"	FOOT	111		
Z0076604	TRAINEE TRAIN PROG GRAD	HOUR	750		

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell	20-00193-00-RS		FAP 693 (Court Street)
X0322584	REVETMENT MAT REMOVAL	SQ YD	18	Please see	attached list of prices.
X6020082	INLETS, TYPE G-1	EACH	2		
X7010216	TRAFFIC C&P, (SPECIAL)	L SUM	1		
X8140115	HANDHOLE TO BE ADJ	EACH	1		
XX006343	SEEDING (COMPLETE)	SQ YD	1,493		
XX006498	COMB C&SW 4" (SPECIAL)	SQ FT	265		
XX006529	CONC C&G END OUT SPEC	EACH	4		
	Bidder's Total Proposal				\$0.00

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



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/23/2021
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
			19-09-016	19-09-025		
Contract Number	Otto Baum		68E72	89749		
Contract With			IDOT	IDOT		
Estimated Completion Date			6/21	11/21		
Total Contract Price	57,699,221.00		1,609,011.00	6,533,098.00		Accumulated Totals
Incompleted Dollar Value If Firm Is the Prime Contractor	16,498,998.00	0.00	487,457.00	2,232,171.00		19,218,626.00
Incompleted Dollar Value If Firm Is the Subcontractor						0.00
Total Value of All Work						19,218,626.00

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

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

					Accumulated Totals
Asphaltwork			28,513.00	239,605.00	268,118.00
Portland Cement Concrete Paving			16,500.00	556,492.00	572,992.00
IMA Plant Mix					0.00
IMA Paving					0.00
Seal & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces			4,062.00	205,583.00	209,645.00
Highway, R.R. and Waterway Structures			0.00		0.00
Drainage			28,478.00	439,803.00	468,281.00
Electrical					0.00
Over and Seal Coats					0.00
Concrete Construction	3,148,456.00		124,933.00	310,000.00	3,583,389.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signage					0.00
Gravel Milling, Planning & Rotomilling					0.00
Demolition				163,248.00	163,248.00
pavement Markings (Paint)					0.00
Other Construction (List)					0.00
Traffic Control			41,140.00	10,000.00	51,140.00
Building Construction	13,350,542.00				13,350,542.00
Totals	16,498,998.00	0.00	243,626.00	1,924,731.00	0.00
					18,667,355.00

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

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/23/2021
(Letting date)

6.5.b

Instructions: Complete this form by either typing or using black ink.
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Part I. Work Under Contract

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

	5 20-09-005	6 20-01-009	7 20-01-010	8 20-01-011	Awards Pending	
Contract Number	70D73	68894	72L76	72L77		
Contract With	IDOT	IDOT	IDOT	IDOT		
Estimated Completion Date	11/20					
Total Contract Price	1,128,479.00	9,635,040.00	186,508.00	120,340.00		Accumulated Totals
Incompleted Dollar Value if Firm is the Prime Contractor	113,504.00	7,833,485.00	10,006.00	28,475.00	0.00	27,204,096.00
Incompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						27,204,096.00

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

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

						Accumulated Totals
Earthwork		562,111.00				830,229.00
Portland Cement Concrete Paving	9,694.00	852,868.00				1,435,554.00
IMA Plant Mix						0.00
IMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	19,283.00	444,560.00				673,488.00
Highway, R.R. and Waterway Structures		3,178,177.00	10,006.00	28,475.00		3,216,658.00
Drainage	15,660.00	10,649.00				494,590.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						3,583,389.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signaling						0.00
Gravel Milling, Planning & Rotomilling						0.00
Demolition		616,386.00				779,634.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Traffic Control	2,600.00	125,000.00				178,740.00
Building Construction						13,350,542.00
Totals	47,237.00	5,789,751.00	10,006.00	28,475.00	0.00	24,542,824.00

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

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/23/2021
(Letting date)

6.5.b

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

Part I. Work Under Contract

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

	9 20-02-010	10	11 20-09-007	12	Awards Pending	
Contract Number	93714		89735			
Contract With	IDOT		IDOT			
Estimated Completion Date			6/21			
Total Contract Price	2,848,048.00		1,295,159.00			Accumulated Totals
Incompleted Dollar Value if Firm is the Prime Contractor	2,394,534.00	0.00	612,940.00	0.00		30,211,570.00
Incompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						30,211,570.00

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

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

					Accumulated Totals
Earthwork	143,673.00		60,000.00		1,033,902.00
Portland Cement Concrete Paving					1,435,554.00
IMA Plant Mix					0.00
IMA Paving					0.00
Seal & Seal Cracks/Joints			54,000.00		54,000.00
Aggregate Bases & Surfaces	21,408.00				694,896.00
Highway, R.R. and Waterway Structures	386,845.00		0.00		3,603,503.00
Drainage	365,365.00				859,955.00
Electrical	78,051.00				78,051.00
Over and Seal Coats					0.00
Concrete Construction	149,268.00		45,000.00		3,777,657.00
Landscaping					0.00
Fencing					0.00
Guardrail	70,901.00				70,901.00
Painting					0.00
Signage	10,524.00				10,524.00
Gravel Milling, Planning & Rotomilling			65,496.00		65,496.00
Demolition	48,256.00				827,890.00
Pavement Markings (Paint)					0.00
Other Construction (List)			12,000.00		12,000.00
Traffic Control	14,530.00				193,270.00
Building Construction					13,350,542.00
Totals	1,288,821.00	0.00	236,496.00	0.00	26,068,141.00

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

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor			Beer Bros	Beer Bros	
Type of Work			Sawcutting	Sawcutting	
Subcontract Price			17,144.00	87,168.00	
Amount Uncompleted			4,360.00	51,498.00	
Subcontractor			Central Land	Central IL Consult	
Type of Work			Landscaping	Layout	
Subcontract Price			20,010.00	44,750.00	
Amount Uncompleted			19,010.00	17,900.00	
Subcontractor			Dunn Co	CJL Landscaping	
Type of Work			Conc Removal	Landscape	
Subcontract Price			6,503.00	25,484.00	
Amount Uncompleted			0.00	5,756.00	
Subcontractor			MCS	Enviromental Ops	
Type of Work			Traf Ctrl	Soil Analysis	
Subcontract Price			185,522.00	14,310.00	
Amount Uncompleted			54,327.00	9,290.00	
Subcontractor			Millennia	Hohulin	
Type of Work			QCQA	Fencing	
Subcontract Price			38,069.00	150,076.00	
Amount Uncompleted			13,032.00	40,737.00	
Subcontractor			Oberlander	JD Traffic	
Type of Work			Electrical	Traf Ctrl	
Subcontract Price			309,160.00	93,108.00	
Amount Uncompleted			43,457.00	47,629.00	
Subcontractor			Roadsafe	Midwest Mole	
Type of Work			Pavement Mark	Boring	
Subcontract Price			120,576.00	165,500.00	
Amount Uncompleted			96,645.00	17,500.00	
Total Uncompleted	0.00	0.00	230,831.00	190,310.00	0.00

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

Subscribed and sworn to before me

his 30 day of March, 2021.Type or Print Name Terry Baum

President

Officer or Director

Title

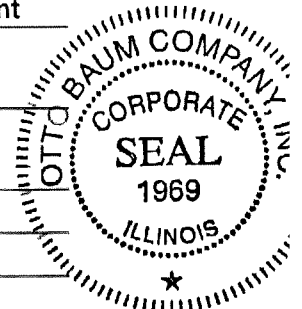
Signed

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

Notary Public

My commission expires: 5/17/2023

Notary Seal) OFFICIAL SEAL
KRISTINA S SWANSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 17, 2023



Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

art III. Work Subcontracted to Others

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

	5	6	7	8	Awards Pending
Subcontractor	Austin Engineer	Advanced Asphalt			
Type of Work	Layout	Bituminous			
Subcontract Price	6,250.00	1,219,431.00			
Amount Uncompleted	0.00	234,078.00			
Subcontractor	Beer Bros	Beer Bros			
Type of Work	Sawcutting	Sawcut			
Subcontract Price	39,048.00	51,160.00			
Amount Uncompleted	14,350.00	33,775.00			
Subcontractor	CMW	Central Landscaping			
Type of Work	Environmental	Landscaping			
Subcontract Price	8,850.00	24,891.00			
Amount Uncompleted	1,850.00	24,891.00			
Subcontractor	JD Traffic	Halverson			
Type of Work	Traf Ctrl	Deck Groove			
Subcontract Price	4,600.00	8,579.00			
Amount Uncompleted	2,300.00	8,579.00			
Subcontractor	Bodine Electric	Kelley Ironworks			
Type of Work	Electrical	Guardrail			
Subcontract Price	38,994.00	103,175.00			
Amount Uncompleted	27,492.00	103,175.00			
Subcontractor	Stephens Strip	Oberlander			
Type of Work	Pvt Marking	Electrical			
Subcontract Price	7,810.00	338,000.00			
Amount Uncompleted	4,749.00	331,500.00			
Subcontractor	Earthcare	Roadsafe			
Type of Work	Landscaping	Striping			
Subcontract Price	24,131.00	378,383.00			
Amount Uncompleted	15,526.00	318,074.00			
Total Uncompleted	66,267.00	1,054,072.00	0.00	0.00	0.00

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

Subscribed and sworn to before me

his 30 day of March, 2021.Type or Print Name Terry Baum

President

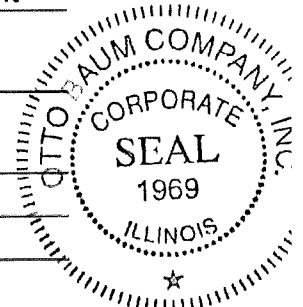
Officer or Director

Title

Signed

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

Notary Public

My commission expires: 5/17/2023

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

	9	10	11	12	Awards Pending
Subcontractor	Bodine		Central IL		
Type of Work	Electrical		Layout		
Subcontract Price	6,810.00		13,925.00		
Amount Uncompleted	6,810.00		1,392.00		
Subcontractor	Hohulin		Central Landscape		
Type of Work	Fencing		Landscaping		
Subcontract Price	16,505.00		2,531.00		
Amount Uncompleted	14,009.00		2,531.00		
Subcontractor	Homer Tree		Environ Ops		
Type of Work	Clearing		Environmental		
Subcontract Price	37,500.00		19,425.00		
Amount Uncompleted	0.00		2,300.00		
Subcontractor	Midwest Seed		Oberlander		
Type of Work	Erosion Ctrl		Electrical		
Subcontract Price	150,276.00		355,000.00		
Amount Uncompleted	113,511.00		320,916.00		
Subcontractor	Millennia		Road Safe		
Type of Work	QCQA		Striping		
Subcontract Price	76,970.00		108,713.00		
Amount Uncompleted	76,970.00		42,673.00		
Subcontractor	PH Broughton		Beer Bros		
Type of Work	Bituminous		Sawcutting		
Subcontract Price	559,749.00		26,176.00		
Amount Uncompleted	559,749.00		6,632.00		
Subcontractor	Reagan		Millennia		
Type of Work	Traf Ctrl		QCQA		
Subcontract Price	16,660.00		11,998.00		
Amount Uncompleted	16,660.00		0.00		
Total Uncompleted	787,709.00	0.00	376,444.00	0.00	0.00

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

Subscribed and sworn to before me

his 30 day of March, 2021.Type or Print Name Terry Baum

President

Officer or Director

Title

Signed

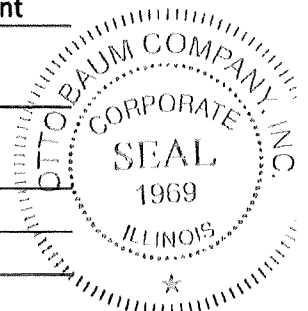
Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Notary Public

My commission expires: 5/17/2023

OFFICIAL SEAL

Notary Seal
KRISTINA S SWANSON
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires May 17, 2023



Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

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

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

Subscribed and sworn to before me

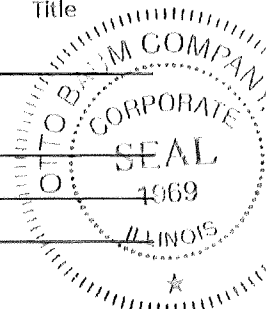
this 30 day of March, 2021.

Kristina S Swanson
Notary Public

My commission expires: 5/17/2023Type or Print Name Terry Baum President

Officer or Director

Title

Signed [Signature]Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

	5	6	7	8	Awards Pending
Subcontractor		TMF Const			
Type of Work		Signage			
Subcontract Price		104,218.00			
Amount Uncompleted		104,218.00			
Subcontractor		Environmental Op			
Type of Work		Soil Analysis			
Subcontract Price		22,925.00			
Amount Uncompleted		20,675.00			
Subcontractor		JD Traffic			
Type of Work		Traf Ctrl			
Subcontract Price		25,860.00			
Amount Uncompleted		25,860.00			
Subcontractor		Quality Saw			
Type of Work		Milling			
Subcontract Price		5,937.00			
Amount Uncompleted		5,937.00			
Subcontractor		Millennia			
Type of Work		Layout			
Subcontract Price		103,624.00			
Amount Uncompleted		103,624.00			
Subcontractor		Phoenix			
Type of Work		Barriers			
Subcontract Price		75,675.00			
Amount Uncompleted		75,675.00			
Subcontractor		Midwest Fence			
Type of Work		Fencing			
Subcontract Price		59,050.00			
Amount Uncompleted		59,050.00			
Total Uncompleted	0.00	395,039.00	0.00	0.00	0.00

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

Subscribed and sworn to before me

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

President

Officer or Director

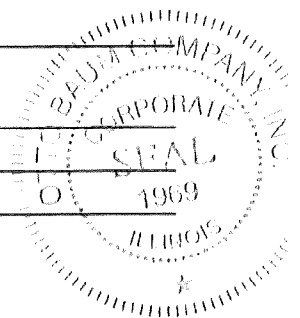
Title

Signed [Signature]Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Notary Public

My commission expires: 5/17/2023

OFFICIAL SEAL
KRISTINA S SWANSON
(Notary Public, State of Illinois)
My Commission Expires May 17, 2023



Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

	9	10	11	12	Awards Pending
Subcontractor	Stephens				
Type of Work	Striping				
Subcontract Price	2,361.00				
Amount Uncompleted	2,361.00				
Subcontractor	TMF				
Type of Work	Signage				
Subcontract Price	9,574.00				
Amount Uncompleted	9,574.00				
Subcontractor	Halverson				
Type of Work	Structures				
Subcontract Price	346,250.00				
Amount Uncompleted	306,069.00				
Subcontractor	Mid-State				
Type of Work	Reinf Steel				
Subcontract Price	3,488.00				
Amount Uncompleted	0.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	318,004.00	0.00	0.00	0.00	0.00

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

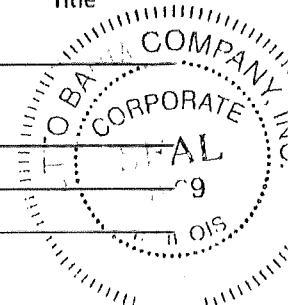
Subscribed and sworn to before me

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

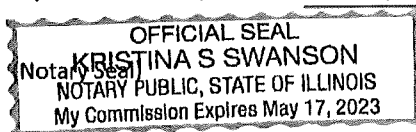
President

Officer or Director

Title

Signed [Signature]Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Notary Public

My commission expires: 5/17/2023

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

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

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

Subscribed and sworn to before me

this 30 day of March, 2021.

Type or Print Name **Terry Baum** **President**

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

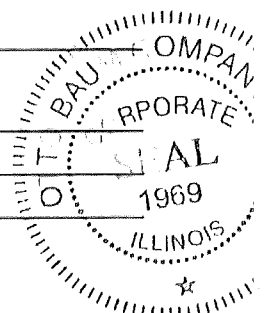
Signed 

Company Otto Baum Co., Inc.

Address 866 N. Main St., Morton IL 61550

Notary Public

My commission expires: **5/17/2023**



Part III. Work Subcontracted to Others

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

	5	6	7	8	Awards Pending
Subcontractor		Kadllex			
Type of Work		Reinf Steel			
Subcontract Price		265,740.00			
Amount Uncompleted		241,823.00			
Subcontractor		Omega 3			
Type of Work		Structures			
Subcontract Price		360,000.00			
Amount Uncompleted		352,800.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	594,623.00	0.00	0.00	0.00

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

Subscribed and sworn to before me

this 3 day of March, 2021.

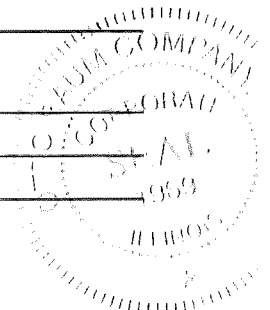
Kristina S Swanson
Notary Public

My commission expires: 5/17/2023

Type or Print Name Terry Baum President
Officer or Director Title

Signed Terry BaumCompany Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

(Notary Seal)
OFFICIAL SEAL
KRISTINA S SWANSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 17, 2023



Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court Street (FAP 693)	20-00193-00-RS

All contractors are required to complete the following certification

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

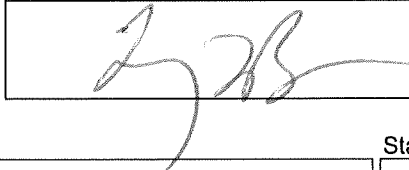
Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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

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

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

Bidder	Signature	Date
Otto Baum Company, Inc.		5/18/2021
Title		
President		
Address	City	State Zip Code
866 N. Main Street	Morton	IL 61550



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court St. (FAP 693)	20-00193-00-RS

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

being first duly sworn upon oath, state as follows:

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



Signature	Date
	5/14/2021
Print Name of Affiant	
Terry Baum	

Notary Public

State of IL

County Tazewell

Signed (or subscribed or attested) before me on 5/18/2021 by
(date)

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

Otto Baum Company, Inc.
Bidder



(SEAL)

Signature of Notary Public

My commission expires 8/5/2024

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

RETURN WITH BID

SUB-CONTRACTOR UTILIZATION STATEMENT**Section I** (select all that apply)

- ☒ MBE/WBE Subcontractor(s) will be utilized on this project
☒ Non MBE/WBE Subcontractor(s) will be utilized on this project

Section II: Prime Contractor**Project**

Name: Otto Baum Company, Inc.
Address: 866 N. Main Street, Morton, IL 61550
Phone: (309) 266-7114
Contact Person: Adam Watson
Email: adamwatson@ottobaum.com
Ownership Status: MBE _____ WBE _____ M/WBE _____ Non-M/WBE X

Name: Court Street (FAP 693)
Total Contract Value: \$3,148,431.60

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Varsity Striping	WBE	\$74,647.52	2.3%	Striping
Midwest Construction Services	WBE	\$75,943.48	2.4%	Traffic Control
Central IL Consulting	WBE	\$15,295.00	.04%	Construction Layout
Beer Bros	Non W/MBE	\$31,000.00	.06%	Concrete Sawing
IMEG	Non W/MBE	\$38,500.00	.09%	QC
Kerri Brown	WBE	\$10,500.00	.03%	Trucking
Midwest Seeding Supply	WBE	\$125,675.51	4%	Plantings
Totals			10.9%	

*If more than seven firms are utilized, please copy the form and attach the additional information.

Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
Buddy's Ground Maintenance	Seeding	Too High of Quote

*If more than seven firms submitted quotes, please copy the form and attach the additional information.

-----Continues on next page-----

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

RETURN WITH BID

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
John Thomas	Email	No quote received
Midwest Construction Services		Quote received
Davidson Construction Supply		No quote received
Midwest Seeding		Quote received
Extreme Seeding		No quote received
P&P Construction		No quote received
Varsity Striping		Quote received

*If more than six firms were contacted, please copy the form and attach the additional information

Section IV

The City of Pekin is committed to promoting equal opportunity and has established the following subcontractor utilization goals for this construction projects: 15% MBE and 4% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

This form must be completed and submitted with bid proposals. ALL subcontractors intended for use on this project shall be listed in the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.



 Signature of Prime Contractor

Date 5/18/2021

RETURN WITH BID

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
Kadilex Construction	Email	No quote received
PJR Associates		No quote received
Buddy's Ground Maintenance		Quote received
Millennia Professional Services		No quote received
Reign Construction		No quote received
	↓	

*If more than six firms were contacted, please copy the form and attach the additional information

Section IV

The City of Pekin is committed to promoting equal opportunity and has established the following subcontractor utilization goals for this construction projects: 15% MBE and 4% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

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The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.



 Signature of Prime Contractor

Date 5/18/2021

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

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

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

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
106 Control of Materials	1
107 Legal Regulations and Responsibility to Public	2
109 Measurement and Payment	3
205 Embankment	4
403 Bituminous Surface Treatment (Class A-1, A-2, A-3)	5
404 Micro-Surfacing and Slurry Sealing	6
405 Cape Seal	17
406 Hot-Mix Asphalt Binder and Surface Course	27
420 Portland Cement Concrete Pavement	28
424 Portland Cement Concrete Sidewalk	30
442 Pavement Patching	31
502 Excavation for Structures	32
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504 Precast Concrete Structures	38
505 Steel Structures	40
506 Cleaning and Painting New Steel Structures	41
511 Slope Wall	42
522 Retaining Walls	44
542 Pipe Culverts	45
586 Sand Backfill for Vaulted Abutments	46
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction	48
603 Adjusting Frames and Grates of Drainage and Utility Structures	49
630 Steel Plate Beam Guardrail	50
631 Traffic Barrier Terminals	53
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780 Pavement Striping	60
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783 Pavement Marking and Marker Removal	62
888 Pedestrian Push-Button	64
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1003 Fine Aggregates	66
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1050	Poured Joint Sealers	81
1069	Pole and Tower	83
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1101	General Equipment	88
1102	Hot-Mix Asphalt Equipment	89
1103	Portland Cement Concrete Equipment	91
1105	Pavement Marking Equipment	93
1106	Work Zone Traffic Control Devices	95



Local Public Agency

County

Section Number

City of Pekin

Tazewell

20-00193-00-RS

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

Recurring Special Provisions

Check Sheet #		Page No.
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2	☐ Subletting of Contracts (Federal-Aid Contracts)	100
3	☐ EEO	101
4	☐ Specific EEO Responsibilities Non Federal-Aid Contracts	111
5	☐ Required Provisions - State Contracts	116
6	☐ Asbestos Bearing Pad Removal	122
7	☐ Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
8	☐ Temporary Stream Crossings and In-Stream Work Pads	124
9	☐ Construction Layout Stakes Except for Bridges	125
10	☒ Construction Layout Stakes	128
11	☐ Use of Geotextile Fabric for Railroad Crossing	131
12	☐ Subsealing of Concrete Pavements	133
13	☐ Hot-Mix Asphalt Surface Correction	137
14	☐ Pavement and Shoulder Resurfacing	139
15	☐ Patching with Hot-Mix Asphalt Overlay Removal	140
16	☐ Polymer Concrete	142
17	☐ PVC Pipeliner	144
18	☐ Bicycle Racks	145
19	☐ Temporary Portable Bridge Traffic Signals	147
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21	☐ Nighttime Inspection of Roadway Lighting	150
22	☐ English Substitution of Metric Bolts	151
23	☐ Calcium Chloride Accelerator for Portland Cement Concrete	152
24	☐ Quality Control of Concrete Mixtures at the Plant	153
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35	☐ Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	197
36	☐ Longitudinal Joint and Crack Patching	200
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Local Public Agency

County

Section Number

City of Pekin

Tazewell

20-00193-00-RS

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

Local Roads And Streets Recurring Special Provisions

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

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS

WE, Otto Baum Company, Inc. as PRINCIPAL, and

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 18th of May, 2021
Day Month and Year

Principal

Company Name

Signature Date

By:

Title

Company Name

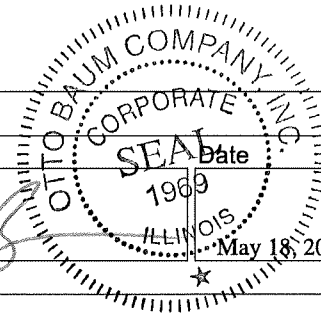
Otto Baum Company, Inc.

Signature Date

By:

Title

Terry L Baum, President



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

Surety

Name of Surety

Travelers Casualty and Surety Company of America

Signature of Attorney-in-Fact Date

By:

Claire M Fabrizio

May 18, 2021

STATE OF IL

COUNTY OF

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

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

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

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

(SEAL)

Notary Public Signature

Date commission expires _____

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Section Number

City of Pekin

Tazewell

20-00193-00-RS

=ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA 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 LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

[illegible]

Company/Bidder Name

Signature

Date _____

--

Title

--

Attachment: OttoBaum (2602 : Receive and File Bids for Court Street Rehabilitation Project)

STATE OF ARIZONA

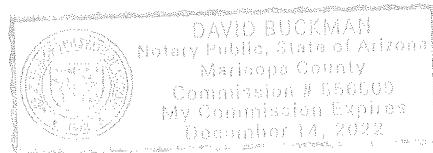
COUNTY OF MARICOPA

On this 18th day of May, 2021 before me personally appeared Claire M Fabrizius with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.


David Buckman

NOTARY STAMP

My commission expires:





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and 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 **Claire M Fabrizio** of **FRISCO**

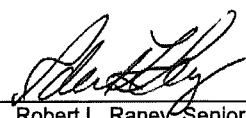
Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance 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 **17th** day of **January** 2019.



State of Connecticut

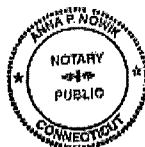
City of Hartford ss.

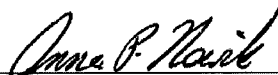
By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, 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 said Companies by himself as a duly authorized officer.

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

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




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of 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 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

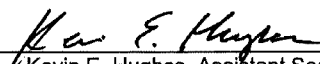
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or a Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal 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 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 **18th** day of **May**, 2021




Kevin E. Hughes, Assistant Secretary

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



COVER SHEET

Proposal Submitted By:

Contractor's Name

Illinois Civil Contractors, Inc.

Contractor's Address

420 Pinecrest Drive

City

East Peoria

State

IL

Zip Code

61611

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Route(s) (Street/Road Name)

FAP 693 (Court Street)

Type of Funds

State

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

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Jose A. Eche

3/22/21

Official Title

CITY ENGINEER

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

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

RETURN WITH BID

STATE OF ILLINOIS
CITY OF PEKIN
NOTICE TO BIDDERS

I. Time and Place of Opening Bids.

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 111 South Capitol Street, Pekin, Illinois, until **10:00 A.M., May 18, 2021**, and at that time publicly opened and read.

2. Description of Work.

- (A) Proposed improvement is officially known as:

COURT STREET REHABILITATION

- (B) Proposed improvements consist of the rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Existing HMA surface shall be removed and overlaid. Improvements include median removal, concrete base course and base course widening, pavement patching, concrete sidewalk and driveways, drainage improvements, and landscaping. Improvements will be constructed while maintaining at least one lane of travel in each direction. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 (Revised January 1, 2021) and as directed by the City Engineer.

3. Instruction to Bidders.

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Pekin, for not less than five percent (5%) of the amount of the bid.
- (C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: **"COURT STREET REHABILITATION"** and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Pekin, 111 Capitol Street, Pekin, Illinois, 61554 by 10:00 a.m. May 18, 2021. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Pekin. Contact Josie Esker, P.E. at 309-478-5399.
- (E) No response will be opened which has been received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
- (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-

RETURN WITH BID

equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

4. Rejection of Bids.

The City of Pekin reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Engineer

<u>111 South Capitol Street, Pekin, IL 61554</u>	until <u>10:00 AM</u>	on <u>05/18/21</u>
Address	Time	Date

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

<u>111 South Capitol Street, Pekin, IL 61554</u>	at <u>10:00 AM</u>	on <u>05/18/21</u>
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
Court Street from Hilltop Dr. to Veterans Dr. in the City of Pekin	1.068

Proposed Improvement

Rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Improvements include HMA milling/overlay, median removal, PCC base course & widening, pavement patching, PCC sidewalk and driveways. This work shall be done at locations listed and in accordance with the specifications included in this document. 

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

Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us. 

2. ☒ Prequalification

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

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

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

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

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

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

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

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

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

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

PROPOSAL

- Proposal of Illinois Civil Contractors Inc.
Contractor's Name
420 Pinecrest Drive East Peoria, IL 61601
Contractor's Address
- The plans for the proposed work are those prepared by Hanson Professional Services Inc.
and approved by the Department of Transportation on _____.
- 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.
- 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.
- The undersigned agrees to complete the work within 115 working days or by _____ unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- 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: Bruce Marston Treasurer of City of Pekin.
The amount of the check is Nil Bid Bond (_____).

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

City of Pekin

Tazewell

20-00193-00-RS

FAP 693 (Court Street)

SIGNATURES

(If an individual)

Signature of Bidder

Date

Business Address

City

State

Zip Code

(If a partnership)

Firm Name

Signature

Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Illinois Civil Contractors, Inc.

Signature

Date

[Signature]5.18.21

Title

President

Business Address

420 Pinecrest Drive

City

State

Zip Code

East PeoriaIL61611

Insert Names of Officers

President

Michael L. Fehr

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Secretary

Jeff Fuerst

Treasurer

Attest:



Secretary

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Contractor's Name

Contractor's Address

City

State

Zip Code

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	1,909		
20800150	TRENCH BACKFILL	CU YD	103		
21101615	TOPSOIL F & P 4	SQ YD	793		
21101645	TOPSOIL F & P 12	SQ YD	1,884		
21400100	GRADING & SHAP DITCH	FOOT	200		
28000500	INLET & PIPE PROTECT	EACH	15		
28000510	INLET FILTERS	EACH	33		
28100105	STONE RIPRAP CL A3	SQ YD	18		
31101100	SUB GRAN MAT B	CU YD	2,253		
35300110	PCC BSE CSE 6 1/2	SQ YD	3,191		
35400100	PCC BASE CSE W 6	SQ YD	1,867		
40201000	AGGREGATE-TEMP ACCESS	TON	641		
40600295	P BIT MATLS TACK CT	POUND	22,740		
40600982	HMA SURF REM BUTT JT	SQ YD	1,636		
40603235	P HMA BC IL19.0 N70	TON	3,887		
40604162	P HMA SC IL-9.5 D N70	TON	3,130		
40800050	INCIDENTAL HMA SURF	TON	101		
42001300	PROTECTIVE COAT	SQ YD	3,906		
42300300	PCC DRIVEWAY PAVT 7	SQ YD	1,429		
42400100	PC CONC SIDEWALK 4	SQ FT	5,487		
42400800	DETECTABLE WARNINGS	SQ FT	101		
44000100	PAVEMENT REM	SQ YD	2,657		
44000157	HMA SURF REM 2	SQ YD	17,057		
44000158	HMA SURF REM 2 1/4	SQ YD	6,248		
44000200	DRVWY PVMT REMOVAL	SQ YD	1,580		

See Attached

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell	20-00193-00-RS		FAP 693 (Court Street)
Item Number	Items	Unit	Quantity	Unit Price	Total
44000500	COMB C&G REMOVAL	FOOT	2,981		
44000600	SIDEWALK REMOVAL	SQ FT	716		
44003100	MEDIAN REMOVAL	SQ FT	39,183		
44200132	PVMT PATCH, T11, 11"	SQ YD	14		
44201335	CLASS C PATCH, TIV, 8"	SQ YD	65		
50800205	REINF BARS, EPOXY CTD	POUND	11,250		
54213657	P R CONC FL END SEC 12"	EACH	1		
54248510	CONCRETE COLLAR	CU YD	0.4		
550A0050	SS, CLASS A, T1 12"	FOOT	160		
550A0090	SS, CLASS A, T1 18"	FOOT	27		
550A0380	SS, CLASS A, T2 18"	FOOT	53		
55100500	SS REMOVAL 12"	FOOT	24		
55100900	SS REMOVAL 18"	FOOT	189		
60240310	INLETS, TB, T11 F&G	EACH	8		
60255500	MANHOLES TO BE ADJ	EACH	3		
60260100	INLETS TO BE ADJ	EACH	9		
60260400	INL TO BE ADJ W/ N T1 F, CL	EACH	2		
60261300	INL TO BE ADJ W/ N T11 F&G	EACH	2		
60500060	REMOVING INLETS	EACH	16		
60603500	COMB CONC C&G, TB-6.06	FOOT	25		
60603800	COMB CONC C&G, TB-6.12	FOOT	6,254		
60604400	COMB CONC C&G, TB-6.18	FOOT	90		
60605000	COMB CONC C&G, TB-6.24	FOOT	1,001		
60619600	CONC MEDIAN, TSB-6.12	SQ FT	779		
67100100	MOBILIZATION	L SUM	1		
70107025	CHANGE MESSAGE SIGN	CAL DA	120		
72000100	SIGN PANEL - TYPE 1	SQ FT	18		
73000100	WOOD SIGN SUPPORT	FOOT	48		
78009000	MOD URE PVMT MARK - L&S	SQ FT	905		
78009004	MOD URE PVMT MARK - L 4"	FOOT	15,530		
78009006	MOD URE PVMT MARK - L 6"	FOOT	1,190		
78009008	MOD URE PVMT MARK - L 8"	FOOT	6,774		
78009012	MOD URE PVMT MARK - L12"	FOOT	1,209		
78009024	MOD URE PVMT MARK - L24"	FOOT	199		
78300201	PVMT MARK REM - GRINDIN	SQ FT	337		
81400200	HEAVY-DUTY MANHOLE	EACH	1		
81400700	HANDHOLE, PCC	EACH	1		
89502380	REMOVE EX HANDHOLE	EACH	5		
K0012990	PER PL, ORN TYPE, GAL POT	UNIT	29.4		
K0012993	P PL, ORN TYPE, 3-GAL POT	UNIT	8.3		
K1005481	SHRED BARK MULCH 3"	SQ YD	1,884		
Z0010615	CLEANING EX INLETS	EACH	1		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
Z0034105	MAT TRANSFER DEVICE	TON	3,130		
Z0056670	SS, T2, WM QUAL PIPE, 18"	FOOT	111		
Z0076604	TRAINEE TRAIN PROG GRAD	HOOR	750		

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell		20-00193-00-RS		FAP 693 (Court Street)
X0322584	REVTMENT MAT REMOVAL	SQ YD	18			
X6020082	INLETS, TYPE G-1	EACH	2			
X7010216	TRAFFIC C&P, (SPECIAL)	L SUM	1			
X8140115	HANDHOLE TO BE ADJ	EACH	1			
XX006343	SEEDING (COMPLETE)	SQ YD	1,493			
XX006498	COMB C&SW 4" (SPECIAL)	SQ FT	265			
XX006529	CONC C&G END OUT SPEC	EACH	4			
Bidder's Total Proposal						\$0.00

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

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

Josie Esker

217-254-7280

jaesker@ci.pekin.il.us

Job Name:

Pekin-Court St Rehab Hilltop to Veteran

Bid Date:

5/18/2021

Addendum(s):

1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	1,909.00	CY	59.64	113,852.76
20800150	TRENCH BACKFILL	103.00	CY	11.06	1,139.18
21101615	TOPSOIL F & P 4	793.00	SY	14.03	11,125.79
21101645	TOPSOIL F & P 12	1,884.00	SY	29.91	56,350.44
21400100	GRADING & SHAPE DITCH	200.00	FT	19.00	3,800.00
28000500	INLET & PIPE PROTECT	15.00	EA	148.79	2,231.85
28000510	INLET FILTERS	33.00	EA	148.79	4,910.07
28100105	STONE RIPRAP CL A3	18.00	SY	175.18	3,153.24
31101100	SUB GRAN MAT B	2,253.00	CY	57.68	129,953.04
35300110	PCC BSE CSE 6 1/2	3,191.00	SY	54.74	174,675.34
35400100	PCC BASE CSE W 6	1,867.00	SY	44.76	83,566.92
40201000	AGGREGATE-TEMP ACCESS	641.00	TON	44.42	28,473.22
40600295	P BIT MATLS TACK CT	22,740.00	PD	2.23	50,710.20
40600982	HMA SURF REM BUTT JT	1,636.00	SY	25.33	41,439.88
40603235	P HMA BC IL 19.0 N70	3,887.00	TON	154.22	599,453.14
40604162	P HMA SC IL-9.5 D N70	3,130.00	TON	167.16	523,210.80
40500050	INCIDENTAL HMA SURF	101.00	TON	372.35	37,607.35
42001300	PROTECTIVE COAT	3,906.00	SY	0.45	1,757.70
42300300	PCC DRIVEWAY PAVT 7	1,429.00	SY	81.28	116,149.12
42400100	PC CONC SIDEWALK 4	5,487.00	SF	7.49	41,097.63
42400800	DETECTABLE WARNINGS	101.00	SF	28.48	2,876.48
44000100	PAVEMENT REM	2,657.00	SY	21.39	56,833.23
44000157	HMA SURF REM 2	17,057.00	SY	6.49	110,699.93
44000158	HMA SURF REM 2 1/4	6,248.00	SY	7.05	44,048.40
44000200	DRVWY PVMT REMOVAL	1,580.00	SY	22.76	35,960.80
44000500	COMB C&G REMOVAL	2,981.00	FT	15.21	45,341.01
44000600	SIDEWALK REMOVAL	716.00	SF	4.95	3,544.20
44003100	MEDIAN REMOVAL	39,183.00	SF	6.68	261,742.44
44200132	PVMT PATCH, T11, 11"	14.00	SY	534.73	7,486.22
44201335	CLASS C PATCH, TIV, 8"	65.00	SY	179.84	11,689.60

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50800205	REINF BARS, EPOXY CTD	11,250.00	PD	1.82	20,475.00
54213657	P R CONC FL END SEC 12"	1.00	EA	1,736.27	1,736.27
54248510	CONCRETE COLLAR	0.40	CY	2,830.30	1,132.12
550A0050	SS, CLASS A, T1 12"	160.00	FT	133.98	21,436.80
550A0090	SS, CLASS A, T1 18"	27.00	FT	204.05	5,509.35
550A0380	SS, CLASS A, T2 18"	53.00	FT	117.62	6,233.86
55100500	SS, REMOVAL 12"	24.00	FT	31.95	766.80
55100900	SS REMOVAL 18"	189.00	FT	32.01	6,049.89
60240310	INLETS, TB, T11 F&G	8.00	EA	2,680.21	21,441.68
60255500	MANHOLES TO BE ADJ	3.00	EA	632.71	1,898.13
60260100	INLETS TO BE ADJ	9.00	EA	632.71	5,694.39
60260400	INL TO BE ADJ W/ N T1 F, CL	2.00	EA	1,429.33	2,858.66
60261300	INL TO BE ADJ W/N T11 F&G	2.00	EA	3,836.91	7,673.82
60500060	REMOVING INLETS	16.00	EA	470.60	7,529.60
60603500	COMB CONC C&G, TB-6.06	25.00	FT	78.98	1,974.50
60603800	COMB CONC C&G, TB-6.12	6,254.00	FT	33.63	210,322.02
60604400	COMB CONC C&G, TB-6.18	90.00	FT	72.93	6,563.70
60605000	COMB CONC C&G, TB-6.24	1,001.00	FT	40.74	40,780.74
60619600	CONC MEDIAN, TSB-6.12	779.00	SF	13.68	10,656.72
67100100	MOBILIZATION	1.00	LS	200,000.00	200,000.00
70107025	CHANGE MESSAGE SIGN	120.00	CAL	45.13	5,415.60
72000100	SIGN PANEL- TYPE 1	18.00	SF	82.63	1,487.34
73000100	WOOD SIGN SUPPORT	48.00	FT	62.37	2,993.76
78009000	MOD URE PVMT MARK - L&S	905.00	SF	8.46	7,656.30
78009004	MOD URE PVMT MARK - L4"	15,530.00	FT	1.30	20,189.00
78009006	MOD URE PVMT MARK - L6"	1,190.00	FT	1.97	2,344.30
78009008	MOD URE PVMT MARK - L8"	6,774.00	FT	2.82	19,102.68
78009012	MOD URE PVMT MARK - L12"	1,209.00	FT	4.23	5,114.07
78009024	MOD URE PVMT MARK - L24"	199.00	FT	8.46	1,683.54
78300201	PVMT MARK REM-GRINDING	337.00	SF	2.26	761.62
81400200	HEAVY-DUTY MANHOLE	1.00	EA	2,820.45	2,820.45
81400700	HANDHOLE, PCC	1.00	EA	2,256.35	2,256.35
89502380	REMVOE EX HANDHOLE	5.00	EA	871.74	4,358.70
K0012990	PER PL, ORN TYPE, GAL POT	29.40	UNIT	1,805.08	53,069.35
K0012993	P PL, ORN TYPE, 3-GAL POT	8.30	UNIT	3,722.98	30,900.73
K1005481	SHRED BARK MULCH 3"	1,884.00	SY	7.90	14,883.60
Z0010615	CLEANING EX INLETS	1.00	EA	61.06	61.06
Z0013798	CONSTRUCTION LAYOUT	1.00	LS	39,486.17	39,486.17
Z0034105	MAT TRANSFER DEVICE	3,130.00	TON	5.76	18,028.80
Z0056670	SS T2 WM QUAL PIPE 18"	111.00	FT	106.74	11,848.14
Z0076604	TRAINEE TRAIN PROG GRAD	750.00	HR	17.01	12,757.50
X0322584	REVTMENT MAT REMOVAL	18.00	SY	21.34	384.12
X6020082	INLETS, TUPE G-1	2.00	EA	3,633.76	7,267.52
X7010216	TRAFFIC C&P, (SPECIAL)	1.00	LS	89,690.02	89,690.02
X8140115	HANDHOLE TO BE ADJ	1.00	EA	2,256.35	2,256.35
XX006343	SEEDING (COMPLETE)	1,493.00	SY	2.76	4,120.68
XX006498	COMB C&SW 4" (SPECIAL)	265.00	SF	12.15	3,219.75

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
XX006529	CONC C&G END OUT SPEC	4.00	EA	622.48	2,489.92
GRAND TOTAL					\$3,552,261.45



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**



Local Public Agency City of Pekin	County Tazewell	Section Number 20-00193-00-RS
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WE, Illinois Civil Contractors, Inc. as PRINCIPAL, and West Bend Mutual Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 18th of May 2021
Day Month and Year

Principal

Company Name
Illinois Civil Contractors, Inc.

Signature [Signature] Date 05/18/2021

By: [Signature]

Title
President

Company Name

Signature Date

By:

Title

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

Surety

Name of Surety
West Bend Mutual Insurance Company

Signature of Attorney-in-Fact [Signature] Date 05/18/2021

By: [Signature]

STATE OF IL
COUNTY OF Champaign

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

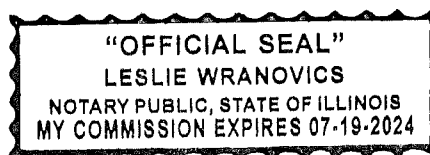
Michael L Fehr & Ashlyn Tucker

(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 18th day of May 2021
Day Month and Year

(SEAL)



Notary Public Signature

[Signature]
Date commission expires 07/19/2024

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

POWER OF ATTORNEY

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

Ashlyn Tucker

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

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

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

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

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

Attest

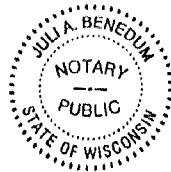
Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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 18th day of May, 2021.



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.



Illinois Department of Transportation

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

6.5.c

Affidavit of Availability For the Letting of 6/11/2021

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	Rivian Charging Station	Rivian RPV	Yinlun	East Bluff		
Contract With	River City Construction	Barton Malow	PJ Hoerr	Morrissey Construction		
Estimated Completion Date				5/21		
Total Contract Price	898,021.00	416,400.00	532,875.00	1,110,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	745,000.00	416,400.00	255,000.00	60,000.00		1,476,400.00
Total Value of All Work						1,476,400.00

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

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

					Accumulated Totals
Earthwork	100,000.00		40,000.00	25,000.00	165,000.00
Portland Cement Concrete Paving			140,000.00		140,000.00
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces			25,000.00	5,000.00	30,000.00
Highway, R.R. and Waterway Structures					0.00
Drainage			50,000.00		50,000.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction	645,000.00	416,400.00		30,000.00	1,091,400.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
TRAFFIC CONTROL					0.00
MISCELLANEOUS					0.00
Totals	745,000.00	416,400.00	255,000.00	60,000.00	1,476,400.00

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

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

6.5.c

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

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

Subscribed and sworn to before me

Type or Print Name Michael L. Fehr President
Officer or Director Title

Notary Public
My commission expires: 1/17/2023

Signed _____

(Notary Seal)

Company ILLINOIS CIVIL CONTRACTORS, INC.
Address 420 PINECREST DRIVE
EAST PEORIA, ILLINOIS 61611

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of 6/11/2021

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	Fieldcrest High School	BCDI	Rivian (Skateboard)	Peoria Fire Station #4	89723	
Contract With	MCP	PJ Hoerr	River City Construction	D. Joseph	IDOT	
Estimated Completion Date	8/21	6/21	7/21	8/21		
Total Contract Price	288,000.00	311,815.00	374,760.00	469,750.00	1,793,566.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor					1,793,566.00	1,793,566.00
Uncompleted Dollar Value if Firm is the Subcontractor	288,000.00	100,000.00	135,000.00	339,750.00		2,339,150.00
						5,609,116.00

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

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

						Accumulated Totals
Earthwork	20,000.00	25,000.00		50,000.00	303,313.00	563,313.00
Portland Cement Concrete Paving			135,000.00			275,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				20,000.00	125,173.00	175,173.00
Highway, R.R. and Waterway Structures					182,920.00	182,920.00
Drainage				67,000.00	46,524.00	163,524.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	268,000.00	75,000.00		202,750.00	138,655.00	1,775,805.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
MISCELLANEOUS					89,334.00	89,334.00
TRAFFIC					24,872.00	24,872.00
Totals	288,000.00	100,000.00	135,000.00	339,750.00	910,791.00	3,249,941.00

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

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

6.5.c

	1	2	3	4	Awards Pending
Subcontractor					Tazewell Cnty Asph
Type of Work					HMA
Subcontract Price					237,103.00
Amount Uncompleted					237,103.00
Subcontractor					Collins & Hermann
Type of Work					Fence
Subcontract Price					507,925.00
Amount Uncompleted					507,925.00
Subcontractor					Fuhrman Eng
Type of Work					Layout
Subcontract Price					20,487.00
Amount Uncompleted					20,487.00
Subcontractor					Midwest Seeding
Type of Work					Landscape
Subcontract Price					15,148.00
Amount Uncompleted					15,148.00
Subcontractor					Thomas Ind.
Type of Work					Paint
Subcontract Price					39,483.00
Amount Uncompleted					39,483.00
Subcontractor					Western Asphalt
Type of Work					Spl Waste
Subcontract Price					33,118.00
Amount Uncompleted					33,118.00
Subcontractor					D2K & JD Traffic
Type of Work					Pvt Mkr/Traf Cont
Subcontract Price					29,511.00
Amount Uncompleted					29,511.00
Total Uncompleted	0.00	0.00	0.00	0.00	882,775.00

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

Subscribed and sworn to before me

Signing

Type or Print Name Michael L. Fehr President
Officer or Director Title

Notary Public

My commission expires: 1/17/2023

(Notary Seal)

Signed _____

Company ILLINOIS CIVIL CONTRACTORS, INC.

Address 420 PINECREST DRIVE
EAST PEORIA, ILLINOIS 61611

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Illinois Department of Transportation

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

Affidavit of Availability

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

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	89720	Arbys (Kewanee)	MOGUS (IL Nat'l Guard)	Uffring Jaguar		
Contract With	IDOT	PJ Hoerr	J&B Builders	PJ Hoerr		
Estimated Completion Date	8/21	6/21	7/21	8/21		
Total Contract Price	559,587.19	308,693.00	104,389.00	241,200.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	158,734.97					1,952,300.97
Uncompleted Dollar Value if Firm is the Subcontractor		110,000.00	104,389.00	140,000.00		2,693,539.00
Total Value of All Work						4,645,839.97

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

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

					Accumulated Totals
Earthwork	30,000.00	40,000.00		25,000.00	658,313.00
Portland Cement Concrete Paving					275,000.00
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	20,000.00				195,173.00
Highway, R.R. and Waterway Structures	60,000.00				242,920.00
Drainage				40,000.00	203,524.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction		70,000.00	104,389.00	75,000.00	2,025,194.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling	18,941.78				18,941.78
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)	25,953.34				25,953.34
TRAFFIC CONTROL	3,839.85				93,173.85
					24,872.00
Totals	158,734.97	110,000.00	104,389.00	140,000.00	0.00
					7,013,005.97

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

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

Part III. Work Subcontracted to Others

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

6.5.c

	1	2	3	4	Awards Pending
Subcontractor	Millennia				
Type of Work	Stakeing & QCQA				
Subcontract Price	9,719.00				
Amount Uncompleted	9,719.00				
Subcontractor	RA Cullinan				
Type of Work	HMA				
Subcontract Price	123,887.74				
Amount Uncompleted	123,887.74				
Subcontractor	Central Landscaping				
Type of Work	Seeding				
Subcontract Price	3,880.00				
Amount Uncompleted	3,880.00				
Subcontractor	Midstate Steel				
Type of Work	Rebar				
Subcontract Price	15,151.50				
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	137,486.74	0.00	0.00	0.00	0.00

Subscribed and sworn to before me

Signing Mary Kent Lindner
Notary Public

My commission expires: 1/17/2023

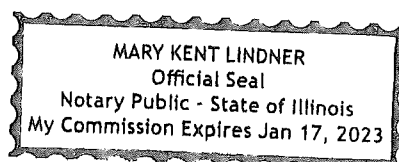
(Notary Seal)

Type or Print Name Michael L. Fehr President
Officer or Director Title

Signed Michael L. Fehr

Company ILLINOIS CIVIL CONTRACTORS, INC.
Address 420 PINECREST DRIVE
EAST PEORIA, ILLINOIS 61611

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



Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court Street (FAP 693)	20-00193-00-RS

All contractors are required to complete the following certification

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

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

- Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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

LIUNA JATC
 Operator 649 JATC
 OPEME Local 18 JATC
 FBEL Local 34 JATC

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

Bidder	Signature	Date
Illinois Civil Contractors, Inc.		5-18-21
Title		
President		
Address	City	State Zip Code
420 Pinedest Drive	East Peoria	IL 61611



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court St. (FAP 693)	20-00193-00-RS

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

being first duly sworn upon oath, state as follows: .

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

Signature	Date
<u>[Signature]</u>	<u>5-18-21</u>

Print Name of Affiant
Michael L. Fehr

Notary Public

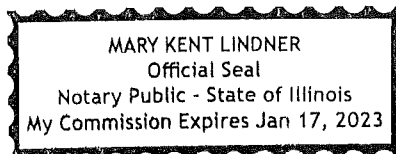
State of IL

County Tazewell

Signed (or subscribed or attested) before me on 5-18-21 by
(date)

Michael L. Fehr, authorized agent(s) of
(name/s of person/s)

Illinois Civil Contractors, Inc.
Bidder



(SEAL)

Signature of Notary Public

[Signature]

My commission expires 1-17-23

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

RETURN WITH BID

SUB-CONTRACTOR UTILIZATION STATEMENT**Section I (select all that apply)**

☒ MBE/WBE Subcontractor(s) will be utilized on this project
☐ Non MBE/WBE Subcontractor(s) will be utilized on this project

Section II: Prime Contractor**Project**

Name: Illinois Civil Contractors, Inc.
 Address: 420 Pinecrest Dr. East Peoria, IL 61611
 Phone: 309.694.4224
 Contact Person: Michael L. Lehr
 Email: mlehr@ilccivil.com
 Ownership Status: MBE ☐ WBE ☐ M/WBE ☐ Non-M/WBE ☒

Name: Pekin Court St. Rehab
 Total Contract Value: \$3,552,261.45

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
LT22 TRUCKING	MBE	\$150,000	4.22%	TRUCKING + GRAVEL
KERRY BROWN	MBE	\$50,000	1.41%	TRUCKING
FURMAN ENG	MBE	\$25,000	.7%	LAYOUT
KASKASKO	MBE	\$175,000	4.9%	MILLING
CENTRAL LANDSCAPE	NON	\$91,275		LANDSCAPE
RAC	NON	\$1,250,000		HMA
LASER ELECT.	NON	\$7,900		ELECTRICAL
Totals				

*If more than seven firms are utilized, please copy the form and attach the additional information.

TSE TRAFFIC NON \$86,000 TRAFFIC CONTROL

Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
RAC		
CENTRAL LANDSCAPE		
LASER		

*If more than seven firms submitted quotes, please copy the form and attach the additional information.

-----Continues on next page-----

DRK STREET - MBE \$49,690 - 1.4% PAVEMENT MARKER

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)

RETURN WITH BID

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

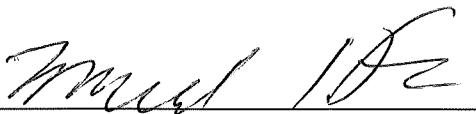
*If more than six firms were contacted, please copy the form and attach the additional information

Section IV

The City of Pekin is committed to promoting equal opportunity and has established the following subcontractor utilization goals for this construction projects: 15% MBE and 4% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

This form must be completed and submitted with bid proposals. ALL subcontractors intended for use on this project shall be listed in the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.


Signature of Prime Contractor

Date

May 18, 2021

Attachment: ICCI (2602 : Receive and File Bids for Court Street Rehabilitation Project)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Brett Olson, Assistant Operations Supervisor

AGENDA ITEM: Resolution No. 253-21/22 Agreement with CAT Financial for Lease of CAT 420-07 Backhoe Loader

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City is in need of a backhoe loader to replace the current backhoe, which is several years older; quickly deteriorating; and having repairs becoming very costly. Having a functioning loader is vital to many Street Division operations that include digging for such things as sewers and ditches; utilization of Mr. Manhole; and loading other materials used by the Street Division for various operations.

The City has obtained a proposal from Altorfer CAT for the lease of a new CAT 420-07 Backhoe Loader, with a lease term of 5 years and an option to purchase the equipment at the end of the lease term. A copy of the proposal is attached. Altorfer was selected because they have a local dealer and were previously awarded a contract via a Sourcewell bid. Sourcewell is a member-focused municipal contracting agency of more than 50,000 member agencies throughout the United States.

The attached resolution allows the City to finance the lease-purchase of the Wheel Loader through Caterpillar Financial Services Corporation by entering into the Governmental Equipment Lease-Purchase Agreement. Even though municipalities use backhoes for various purposes, they have far less wear and tear as compared to industrial or construction uses. This allows the City, at the end of the lease agreement, to enter into a repurchase agreement with Altorfer (also attached). This re-purchase agreement is used when, at the end of a 60 month lease, the purchasing party (City of Pekin) either A) chooses not to pay off the balloon and own the asset outright or B) chooses not to refinance the balloon to eventually own the asset outright after the refinance terms.

The re-purchase agreement sets a buy-back price that Altorfer agrees to purchase the leased machine at the end of the term, with the buy-back price often being greater than the balloon payment. Any amount over the balloon payment would be the City's equity share and could then be applied to any new lease of another backhoe for a new five-year cycle, but at a lower cost.

Staff therefore recommends approval of a 5 year lease. Monthly payments on the loader would equate to \$1,530.48 under a lease, which would amount to \$18,365.76 for the fiscal year, under staff's budgeted amount of \$25,000.00. There would also be an additional \$4,070.00 paid in the first month for Equipment Protection Plan. As for the existing backhoe, the City can pursue several options that include keeping it as a spare, transferring it to the wastewater treatment plant to replace theirs, or an auction.

FINANCIAL IMPACT:

Requested Amount: \$22,435.76
 Line Item: Capital Budget
 Budgeted Amount: \$25,000.00
 Available Funds: \$25,000

IMPACT IF APPROVED: More efficient equipment, more efficient costs, less repair costs

IMPACT IF DENIED: High repair bills, less efficient

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

5/20/2021

Date:

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

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

WHEREAS, the Street Department is in need of a new backhoe loader to replace its existing old and deteriorating backhoe loader; and

WHEREAS, the City has obtained a proposal from Altorfer CAT for the lease of a new CAT 420-07 Backhoe Loader, with a lease term of 5 years and an option to purchase the equipment at the end of the lease term. A copy of the proposal is attached hereto as "Exhibit A"; and

WHEREAS, the City desires to finance the lease-purchase of the Backhoe Loader through Caterpillar Financial Services Corporation by entering into the Governmental Equipment Lease-Purchase Agreement included in the attached Exhibit A; and

WHEREAS, the City Council finds it is in the best interests of the City to acquire the Backhoe Loader pursuant to the terms of the proposal from Altorfer CAT and to finance the lease and purchase through Caterpillar Financial Services Corporation.

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

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

Section 2. The City Manager is hereby authorized to (1) proceed with the lease-purchase of the Backhoe Loader from Altorfer CAT pursuant to the terms of the proposal attached as Exhibit A, (2) enter into the Lease-Purchase Agreement with Caterpillar Financial Services Corporation (3) fund the lease payments pursuant to said Lease-Purchase Agreement from the Capital budget for FY 2021; and (4) complete any other necessary documentation to complete the lease-purchase of the Backhoe Loader.

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

MAYOR

ATTEST:

CITY CLERK

May 3rd, 2021

City of Pekin
111 South Capitol
Pekin, IL 61554



City of Pekin, We are pleased to provide the following proposal for your review:

One (1) New CAT® 420-07 Backhoe Loader

Includes the following standard equipment and options:

Sound Suppressed, ROPS/FOPS Cab
Air Conditioner & Heater/ Defroster
CAT® Air Suspension, Heated Fabric Seat
Front & Rear Window Wipers/ Washers
Four Head Lights, Four Rear Flood Lights
Hazard Flashers, Turn Signals, Stop & Taillights
Front Tires: 340/80R18
Rear Tires: 500/70R24
1,015 lbs. Counterweight
IT Front Loader Coupler
Return-To-Dig and Self-Leveling Controls
Multi-Purpose Loader Hydraulics

CAT C3.6 ACERT™ Tier 4f Engine
4WD Powershift Transmission
120V Engine Heater
Two, Maintenance Free 850 CCA Batteries
Flip-Over Stabilizer Pads
Six-Function Backhoe Hydraulics
Extendible-Stick (E-Stick)
AM/FM Radio w/ Bluetooth
Cab Mounted Strobe Light
Ride Control System
CAT® Product Link Ready
CAT® Manual Pin Grabber Quick Coupler

CAT® Hydraulic Thumb – Installed

CAT® 36" High Capacity 10.3 ft³ Bucket w/ Tips
CAT® 1.4 yd³ Multi-Purpose Loader Bucket
w/ Bolt-On Cutting Edge

Equipment Protection Plan (EPP)

Includes 12-Months Premier Warranty
at no additional charge.

Availability

Built to order, with an approximate
delivery date of October 2021.

Selling Price ~~_____~~ **\$ 165,588**

City of Pekin's Price **\$ 121,434**

- Financing is subject to CAT Financial approval. Payments calculated in arrears. Interest rates are subject to change based on delivery.

Attachment: EXHIBIT A BACKHOE (2592 : Resolution No. 253-21/22 Agreement with CAT Financial for Lease of CAT 420-07 Backhoe Loader)

Caterpillar Financial Services Corporation 60 month Finance Proposal

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: City of Pekin (IL)

Address _____

City _____

State _____

Good if:

Acknowledged by _____ May-26-2021

Funded by _____ May-26-2021

DEALER

ALTORFER INC.

Sales person _____ Goudie B030, Brian

Dealer contact _____

Telephone _____

Quote number _____ 4206398

Fax Number _____

Quote Date _____ 26-Apr-21

Quote Time _____ 10:04:30 AM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type _____ Governmental Lease

Number of Payments _____ 60 Monthly

Payments _____ in Arrears

Quoted By _____ Clay Veith B030

Report Created By _____ Clay Veith B030

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	420-07	500	1	121,434.00	121,784.00	1,530.48	42,480.00	2.9900%

Additional Equipment Protection Plans (EPP) Available

- **60 Month / 2,500 Hours PREMIER EPP**

\$4,070

The most comprehensive coverage in the industry. Covers all parts and labor to replace defect parts listed on attached EPP Certificate in the Engine & Accessories, Transmission/Hydrostatic/Driveline, Axles, Differentials, Hydraulic Systems, Interior & Electrical, Frame & Linkages categories.

- **60 Month / 2,500 Hours POWERTRAIN/HYDRAULICS/TECH EPP**

\$1,920

Covers powertrain, hydraulics and tech components listed on the attached EPP Certificate in the Engine & Accessories, Transmission/Hydrostatic/Driveline, Axles, Differentials and Hydraulic Systems categories.

- **60 Month / 2,500 Hours POWERTRAIN EPP**

\$ 550

Covers powertrain components listed on the attached EPP Certificate in the Engine & Accessories, Transmission/Hydrostatic/Driveline, Axles and Differentials categories.

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,



Brian Goudie

Machine Sales Representative – Altorfer CAT
2625 Arlington Circle Pekin, IL 61554
309-824-8701 brian.goudie@altorfer.com

EXTENDED EQUIPMENT PROTECTION PLAN

ALTORFER EQUIPMENT PROTECTION PLAN

Altofter Inc. warrants your new machine to be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service, from the date of original delivery until the machine has been operated for:

1.) _____ service meter hours, or 2.) _____ months, whichever occurs first. 3.) Mileage Included ☐ ☐

Altorfer Responsibilities

This Equipment Protection Plan (EPP) is limited to repair or replacement, whichever Altorfer Inc. elects of any part which is found upon Altorfer Inc. inspection to be defective in material or workmanship, along with the labor of such new or repaired parts. Such parts and labor will be provided without charge to the user during normal working hours at an Altorfer Inc. place of business or other establishment authorized by Altorfer Inc., but this EPP does not include any costs for transporting the machine to such place of business or establishment. This EPP is not applicable to normal maintenance service (such as engine tune-ups) or normal replacement of service or wear items. Repairs made by Altorfer Inc. pursuant to this warranty coverage shall not extend the stated EPP period.

Excludes (Not Limited to) :

- Batteries
- Service Items/Fluids
- Tires
- Radios
- Preventative Maintenance Items
- Window Glass, Mirrors, and Lens
- Maintenance Items
- Cat Work TOOL/GPS
- Rubber or Steel Undercarriage

User Responsibilities

- (1) Owner shall be responsible for giving timely notice of warrantable failure and promptly making machine available for repair.
- (2) Owner shall be responsible for compliance with all recommendations included in the Lubrication and Maintenance Guide for the model covered.
- (3) Owner shall make the machine available for inspection during the EPP period on reasonable notice from Altorfer Inc.
- (4) Scheduled Oil Sampling (SOS) program is included at no charge with this EPP. Owner is required to take oil samples at intervals designated by Altorfer Inc.'s oil lab. Failure to comply could result in cancellation of EPP.
- (5) Travel and mileage.
- (6) Replacement parts due to normal wear.
- (7) Applicable taxes.
- (8) The machine may not be altered or modified in any manner which affects the mechanical operation of the machine as designed by Caterpillar Inc.
- (9) Altorfer Inc. shall not be obligated to make any repairs necessitated by misuse, abuse, accident, negligence or use of the machine beyond its rated capacities.

WARRANTED MACHINE

Registered Model

Serial No.

Purchaser

EPP Effective Date

BY

Altorfer Inc.

BY

Purchaser

General Conditions and Limitations

Remedies under the extended EPP are expressly limited to parts and labor specifically provided. Altorfer Inc. shall in no event be liable for any other losses, damages, costs or expenses claimed by you including loss from failure of the machine to operate for any period of time, and all other direct, indirect, special, incidental, or consequential damages, including all personal injury and property damage due to alleged negligence or strict liability of Altorfer Inc. The extended coverage shall not be applicable to Caterpillar Inc. Product Improvement Programs. THE EXTENDED EPP SET FORTH ABOVE IS IN LIEU OF ALL OTHER EPPS BY ALTORFER INC. EXPRESS OR IMPLIED BY LAW, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. ALTORFER INC. MAKES NO EPP OF MERCHANTABILITY OR FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.

EXTENDED POWER-TRAIN AND HYDRAULICS

Altifiber Inc. warrants the power-train and hydraulic components listed below on your new machine to be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service, from the date of original delivery until the machine has been operated for:

At Altorfer Inc., replacement of a defective part (EPP) is limited to repair or replacement, whenever Altorfer Inc. elects of any part which is found upon Altorfer Inc. inspection to be defective in material or workmanship, along with the labor of such new or repaired parts. Such parts and labor will be provided without charge to the user during normal working hours at an Altorfer Inc. place of business or other establishment authorized by Altorfer Inc., but this EPP does not include any costs for transporting the machine to such place of business or establishment. This EPP is not applicable to normal maintenance service (such as engine tune-ups) or normal replacement of service or wear items. Repairs made by Altorfer Inc. pursuant to this EPP coverage shall not extend the stated EPP period.

Excluded:

- Radiator
- Fan
- Drive Accessories
- Power Takeoff
- Electrical System
- Air Conditioner
- Alternator
- Steerer
- Belts
- Filters
- Hoses
- Fuel Lines
- Greases

Excluded Items:

- Implement Hydraulic Hoses
- Service or Parking Brakes

Hydraulics:

- Hydraulic Brake System Coupler
- Hydraulic Activated Work tools and Attachments

(1) Owner shall be responsible for giving timely notice of warrantable failure and promptly making machine available for repair.

(2) Owner shall be responsible for compliance with all recommendations included in the Lubrication and Maintenance Guide for the model covered.

(3) Owner shall make the machine available for inspection during the EPP period on reasonable notice from Altofer Inc.

(4) Scheduled Oil Sampling (SOS) program is included at no charge with this EPP. Owner is required to take oil samples at intervals designated by Altofer Inc.'s oil lab. Failure to comply could result in cancellation of EPP.

(5) Travel and mileage.

(6) Replacement parts due to normal wear.

(7) Applicable taxes.

(8) The machine may not be altered or modified in any manner which affects the mechanical operation of the machine as designed by the manufacturer.

(9) Altofer Inc. shall not be obligated to make any repairs necessitated by misuse, abuse, accident, negligence or

- (1) Owner shall be responsible for giving timely notice of warrantable failure and promptly making machine available for repair.
- (2) Owner shall be responsible for compliance with all recommendations included in the Lubrication and Maintenance Guide for the model covered.
- (3) Owner shall make the machine available for inspection during the EPP period on reasonable notice from Altorfer Inc.
- (4) Scheduled Oil Sampling (SOS) program is included at no charge with this EPP. Owner is required to take oil samples at intervals designated by Altorfer Inc.'s oil lab. Failure to comply could result in cancellation of EPP.
- (5) Travel and mileage.
- (6) Replacement parts due to normal wear.
- (7) Applicable taxes.
- (8) The machine may not be altered or modified in any manner which affects the mechanical operation of the machine as designed by the manufacturer.
- (9) Altorfer Inc. shall not be obligated to make any repairs necessitated by misuse, abuse, accident, negligence or use of the machine beyond its rated capacity.

EPP Effective Date

Purchaser

Remedies under the extended EPP are expressly limited to parts and labor specifically provided. Altorfer Inc. shall in no event be liable for any other losses, damages, costs or expenses claimed by you including loss from failure of the machine to operate for any period of time, and all other direct, indirect, special, incidental, or consequential damages, including all personal injury and property damage due to alleged negligence or strict liability of Altorfer Inc. The extended EPP coverage shall not be applicable to Caterpillar Inc. Product Improvement Programs.

01/01/14

EXTENDED POWER-TRAIN

ALTORFER EQUIPMENT PROTECTION PLAN

Altorfer Inc. warrants the power-train components listed below on your new machine to be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service, from the date of original delivery until the machine has been operated for:

1.) _____ service meter hours, or 2.) _____ months, whichever occurs first. 3.) Mileage Included ☐ Y ☐ N

Engine Components essential to engine operation such as the fuel pump, oil pump, water pump, turbo, etc. are covered.

Torque Converter
- Bevel Gear and Pinion
- Final Drive Gear Train
- Transmission
- Differential

Drive Axles
- Hydraulic Drive Motors
- Hydrostatic Power Control (Excluding implement hydraulic hoses)
- Steering Brakes / Clutches (Excluding service or parking brakes)
- Drive Shafts and U-Joints

Altorfer Responsibilities

This Equipment Protection Plan (EPP) is limited to repair or replacement, whichever Altorfer Inc. elects of any part which is found upon Altorfer Inc. inspection to be defective in material or workmanship, along with the labor of such new or repaired parts. Such parts and labor will be provided without charge to the user during normal working hours at an Altorfer Inc. place of business or other establishment authorized by Altorfer Inc., but this EPP does not include any costs for transporting the machine to such place of business or establishment. This EPP is not applicable to normal maintenance service (such as engine tune-ups) or normal replacement of service or wear items. Repairs made by Altorfer Inc. pursuant to this EPP coverage shall not extend the stated EPP period.

User Responsibilities

- (1) Owner shall be responsible for giving timely notice of failure and promptly making machine available for repair.
- (2) Owner shall be responsible for compliance with all recommendations included in the Lubrication and Maintenance Guide for the model covered.
- (3) Owner shall make the machine available for inspection during the EPP period on reasonable notice from Altorfer Inc.
- (4) Scheduled Oil Sampling (SOS) program is included at no charge with this EPP. Owner is required to take oil samples at intervals designated by Altorfer Inc.'s oil lab. Failure to comply could result in cancellation of EPP.
- (5) Travel and mileage.
- (6) Replacement parts due to normal wear.
- (7) Applicable taxes.
- (8) The machine may not be altered or modified in any manner which affects the mechanical operation of the machine as designed by the manufacturer.
- (9) Altorfer Inc. shall not be obligated to make any repairs necessitated by misuse, abuse, accident, negligence or use of the machine beyond its rated capacities.

EXCLUSIONS (Not Limited To):

- PAVATOR
- PAV DRIVE ACCESSORIES
- POWER TAKEOFF
- HYDRAULIC PUMPS
- ELECTRICAL SYSTEM
- AIR CONDITIONER
- ALTERNATOR
- UNDERCARRIAGE
- BELTS
- FILTERS
- HOSES
- FUEL LINES
- OILS
- GREASES
- STARTER
- IMPLEMENTS

Registered Model _____

Serial No. _____

Purchaser _____

EPP Effective Date _____

By _____

By _____

Altorfer Inc.

Purchaser

General Conditions and Limitations

Remedies under the EPP are expressly limited to parts and labor specifically provided. Altorfer Inc. shall in no event be liable for any other losses, damages, costs or expenses claimed by you including loss from failure of the machine to operate for any period of time, and all other direct, indirect, special, incidental, or consequential damages, including all personal injury and property damage due to alleged negligence or strict liability of Altorfer Inc. The extended coverage shall not be applicable to Caterpillar Inc. Product Improvement Programs.

THE EXTENDED EPP SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES BY ALTORFER INC. EXPRESS OR IMPLIED BY LAW, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALTORFER INC. MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.

01/01/14

EQUIPMENT PROTECTION PLAN (EPP) - AMERICAS NORTH: COMPETITIVE COVERAGE COMPARISONS

ENGINE & ACCESSORIES	POWERTRAIN					POWERTRAIN + HYDRAULICS					PREMIER				
	Volvo CAP D	Case PPP	Komatsu Advantage	Deere GPS	Cat EPP	Volvo CAP C	Case PPP	Komatsu Advantage	Deere GPS	Cat EPP	Volvo CAP F	Case PPP	Komatsu Advantage	Deere GPS	Cat EPP
Engine - Internal Components	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Water Tower	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Oil Cooler	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Exhaust	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Exhaust Aftertreatment	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Water Pump	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Hydraulic Pumps	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Hydraulic Pumps & Motors	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Hydraulic Valves & Controls	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Hydraulic Accumulators	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Hydraulic Oil Coolers	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Hoses and Lines	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Hydraulic Oil Filter Mount	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
ELECTRICAL & INTERIOR**															
Generator/Alternator/Generator	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Wiring Harness	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Switches	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Lighting	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Electrical Circuit Breakers	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
FRAMES & LINKAGES															
Chassis/Frame/Trusses	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Weldment	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

*Typical Electronic Devices covered in Powertain Only. Other Electronics, including other electronic control modules covered with optional Electronic Coverage.

**Note: Not exhaustive. If component is not listed or specifically excluded above, please request additional information.

INTERNAL DOCUMENT - NOT TO BE GIVEN TO CUSTOMERS. The information contained in this comparison is provided solely for general informational purposes only. For complete details of the terms, conditions and exclusions of the coverage, please contact a representative of the program.

Effective Date: July 2011, Caterpillar Conditions: VILLUM



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Brett Olson, Assistant Operations Supervisor

AGENDA ITEM: Resolution No. 254-21/22 Authorizing the Purchase of a Solid Waste Truck from EJ Equipment

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Solid Waste Division has an operational need to purchase a more dependable solid waste collection vehicle. Currently the fleet has 1 spare truck that is used as a mainline truck 4 of 5 days out of the week. If another truck were to go down due to needed repairs, the city would be left with no “hit” truck. The purchase of another truck allows the city to move a frontline truck to spare, thus having a reliable spare in the event another truck goes down.

The City will be using the joint purchasing organization called Sourcewell to purchase this truck through Heil Environmental (Bid #091219) with assistance from EJ Equipment. Heil, like loadmaster, has a large style box that more garbage to be dumped before being compacted. Delivery time is 8-12 months but could vary due to the ongoing pandemic. Prices are up drastically due to a steel surcharge, and it has been told to consumers there will be another surcharge at the end of May.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$215,340.15
 Line Item: 223-000-152000
 Budgeted Amount: \$195,000 + \$20,340.15 via budget adjustments to be made within Solid Waste Fund
 Remaining Funds: \$195,000

IMPACT IF APPROVED: No spare truck, likeliness of more overtime

IMPACT IF DENIED: Reliable spare, less likely to have extra overtime

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2021

Date:

WHEREAS, the Solid Waste Department is in need of a new solid waste collection vehicle due to having no spare trucks; and

WHEREAS, adding a new truck would allow the Solid Waste Department to have a reliable spare truck; and

WHEREAS, the City will use joint purchasing organization Sourcewell to purchase the vehicle from Heil Environment with assistance from EJ Equipment.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Pekin that:

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

Section 2. The City Council hereby approves the purchase of a solid waste collection truck pursuant to the proposal attached hereto as Exhibit A. The Mayor and/or City Manager and the City Clerk are authorized to execute and attest to such documentation as necessary to complete the purchase.

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

MAYOR

ATTEST:

CITY CLERK

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com



7.2.a

Ship To: IN STORE PICKUP

Invoice To: CITY OF PEKIN
 1208 KOCH STREET
 PEKIN IL 61554

Attention: BRETT OLSON

Branch 01 - CENTRAL		
Date 05/10/2021	Time 16:13:51 (O)	Page 1
Account No. PEKIN001	Phone No. 3094772325	Estimate No. Q03438
Ship Via		Purchase Order
Tax ID Number		
CRAIG SUHRE		Salesperson S21 / S21

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** QUOTE VALID: 06/03/2021 Amount

SOURCEWELL CONTRACT - #091219-THC 215340.15

HEIL DP5000 REARLOADER, 25YD

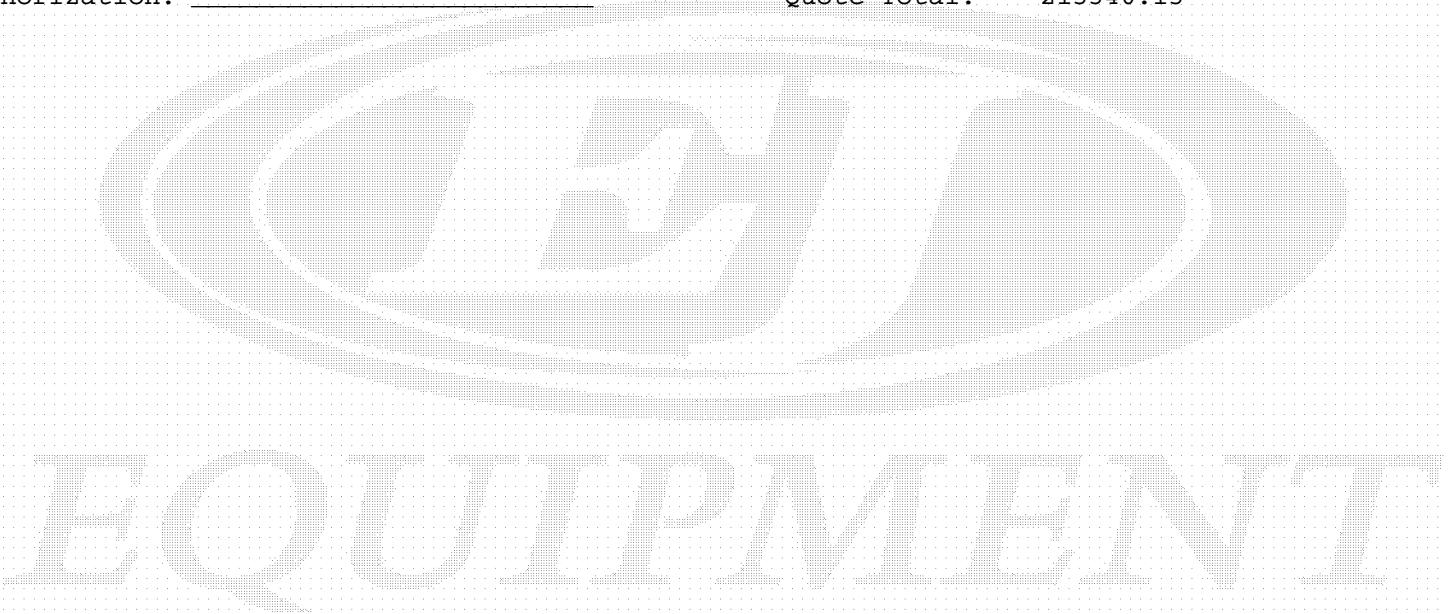
MOUNTED ON A 2022 FREIGHTLINER MODEL M2-106 CHASSIS

|

PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS

Authorization: _____ Subtotal: 215340.15

Quote Total: 215340.15



X

Received By



BUILD SHEET
HEIL DP5000 Rearloader, 25-Yard
Mounted on A Freightliner M2-106 Chassis

3.94 yd3 hopper
 Smooth body side construction
 Extra-duty 80,000 psi body
 Bolt-on ANSI compliant rear riding steps
 Tailgate service props
 Remote mount cast iron roller bearing gear pump (less PTO)
 Chrome-plated cylinder rods
 Chrome-plated ejector cylinder sleeves
 Underbody mounted oil tank
 Level/temperature/sight gauge for hydraulic oil tank
 Oil suction shut-off valve
 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
 100-micron suction line strainer
 Regenerative valve for fast packer and reload times
 Neutral safety switch for automatic transmissions only
 Abrasion resistant hydraulic hoses
 Body side access door with step and grab handle
 Safety Triangle
 Cortex Controller mounted in cab, on body and in
 tailgate with insight diagnostic display mounted in cab.
 Right side buzzer controls
 Right side packer controls
 Backup alarm
 Backup and license plate light
 LED Center-mounted brake light
 LED Duplicate high and low mount stop, turn, and taillights
 LED Mid-body turn signals
 LED FMVSS #108 clearance lights and reflectors
 ICC reflective tape
 Rear camera bracket and flood lights - reverse activated
 Body undercoating
 Cavity coat and joint sealer
 5 lb. In-cab Fire Extinguisher
 Safety Triangle
 Corrosion resistant hydraulic tubes that conform to ASTM B117
 PTO Hour Meter

Front Safety Lighting, Dual Front LED Oval Strobe
 Rear Safety Lighting, Dual Strobe Light, Amber
 Hopper Work Lights, Dual Hopper Work Light Kit
 Outside Hopper Work Light, Dual Work Lights
 Body Side Backing Assist Lights
 Left Hand Buzzer Kit

Side Door Interlock

HD Contractor Package

¼" Body Floor Kit

15,000lb. Line Pull "Recessed" Reeving Cylinder

Adjustable Roll Bar with Control Kit

Latch Kit

High Pressure Filter Kit

Mud Flaps – Front and Rear

Dual Broom and Shovel Rack

3rd Eye Camera, Base Camera in Tailgate

Perkins Tipper

Stand-Up, Right Hand Drive, Fontaine Modification, includes the following:

Stand up booth with bi-fold door

Jump seat with three-point seat belt

Door opening belt

Black rubber floor grating

Brake and throttle foot controls

Pedal cover

Grab handle mounted LH side of the jump seat

Controls and instrumentation:

Fontaine dash module with: speedometer, fuel level gauge, dual air pressure gauge, turn signal lights, hazard lights, ABS warning

light, high beam indicator, and NO odometer read out

Self-cancelling turn signal switch with integral emergency flasher and hi beam switches

Center mounted ignition switch

Center mounted headlight switch

Electric horn button

400 mm steering wheel

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-24M	M2 PRL-24M (EFF:01/19/21)		
Data Version			
DRL-015	SPECPRO21 DATA RELEASE VER 015		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-222	2022 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-011	LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH STAND-UP SECONDARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1SA	SANITATION BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 54600.0 lbs		
Truck Service			
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		
AF3-1J0	ARMOR EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-3E0	CUM L9 330 HP @ 2200 RPM, 2200 GOV RPM, 1000 LB-FT @ 1200 RPM, REFUSE	640	30

Data Code	Description	Weight Front	Weight Rear
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		

Data Code	Description	Weight Front	Weight Rear
128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
016-101	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE	-50	-50
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-101	900 SQUARE INCH ALUMINUM RADIATOR	15	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			

Data Code	Description	Weight Front	Weight Rear
343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-067	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND BLUNT CUTS, AT BACK OF CAB		
34C-010	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		

Data Code	Description	Weight Front	Weight Rear
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	10	
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K4	MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE		2,530
421-586	5.86 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		

Data Code	Description	Weight Front	Weight Rear
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	MINERAL SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-298	TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		820
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-025	55 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-001	REAR SHOCK ABSORBERS - ONE AXLE		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			

Data Code	Description	Weight Front	Weight Rear
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-565	5650MM (222 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	270	120
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	170	390
552-054	2275MM (90 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-40	190
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 156.89 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 153.89 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 351.02		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 79.85 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 115.61 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 150.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		

Data Code	Description	Weight Front	Weight Rear
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1YV	CONTINENTAL HDC3 11R22.5 16 PLY RADIAL REAR TIRES		192
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		72
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		

Data Code	Description	Weight Front	Weight Rear
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-001	(5) AMBER MARKER LIGHTS		
294-094	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TAIL WIRES TO 7 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BG	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-1A4	RH AND LH ROSCO EYE-MAX UPPER LP BALL STUD MOUNT CROSSVIEW HEATED MIRRORS (5365IH) WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR	
706-013	MOLDED PLASTIC DOOR PANEL	
708-013	MOLDED PLASTIC DOOR PANEL	
772-006	BLACK MATS WITH SINGLE INSULATION	
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER	
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING	
694-010	IN DASH STORAGE BIN	
742-007	(2) CUP HOLDERS LH AND RH DASH	
680-006	GRAY/CHARCOAL FLAT DASH	
860-004	SMART SWITCH EXPANSION MODULE	
720-002	2-1/2 LB. FIRE EXTINGUISHER	5
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	
701-001	STANDARD HVAC DUCTING	

Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-338	BASIC (L1) ISRI HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-996	OMIT STANDARD PASSENGER SEAT, SUPPLIER CONVERSION TO FOLDING JUMP SEAT	-30	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-052	4-SPOKE 18 INCH (450MM) LH AND CONVERSION COMPANY SUPPLIED 3-SPOKE 16 INCH (400 MM) RH STEERING WHEELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

Data Code	Description	Weight Front	Weight Rear
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
163-013	ENGINE REMOTE INTERFACE CONNECTOR IN CAB BETWEEN DRIVER AND PASSENGER SEATS		
33U-012	TMC RP170 INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
883-009	WORK BRAKE WITH RETURN TO GEAR, AUTO NEUTRAL, FOR DRIVE AXLE SERVICE BRAKES		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		

Data Code	Description	Weight Front	Weight Rear
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		
99B-024	SHIP TO FONTAINE (STATESVILLE, NC) PRIOR TO DELIVERY		
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 153.89 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 150.45 in		
Sales Programs			
PMY-2G4	BUSINESSQUOTE		

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7465 lbs	7982 lbs	15447 lbs
Total Weight ⁺	7465 lbs	7982 lbs	15447 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE**Other Factory Charges**

PMV-021	GHG21 ENHANCEMENT PRICE
RAG-020	CUMMINS TARIFF CHARGE - \$205
P73-2FT	STANDARD DESTINATION CHARGE

Extended Warranty

WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES
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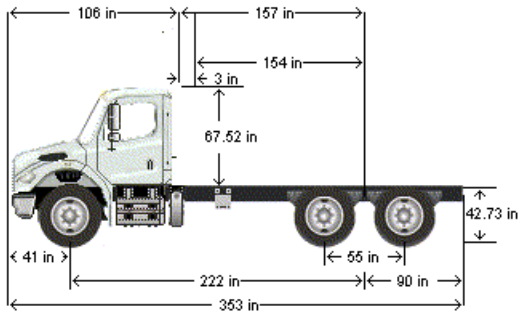
(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5650MM (222 INCH) WHEELBASE
Rear Frame Overhang (552)	2275MM (90 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	156.9
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	153.9
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	246.5
Cab Height (CH)	67.5
Wheelbase (WB)	222.4
Frame Overhang (OH)	89.6
Overall Frame Length	351.0
Overall Length (OAL)	352.8
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	42.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Brett Olson, Assistant Operations Supervisor

AGENDA ITEM: Resolution No. 255-21/22 Lease One Ton Dump Truck Plow Salt Spreader from Enterprise Fleet Management

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Enterprise Fleet Management is a full service fleet management company. From determining a cost-effective life cycle, to acquisition, maintenance, fuel, and resale, Enterprise works with local units of government improve cash flow and drive down the total cost to operate a fleet of vehicles. Enterprise partners with hundreds of local units of government across the country, including dozens in Illinois, to reduce costs and improve efficiency.

Due to the condition of current one ton dump trucks in the fleet, the street department with like to lease a fully equipped One Ton dump from Enterprise. The lease would be a 5 year lease with a balloon option at the end. Monthly payments would be \$1206.00 along with \$19,718.00 down payment initially due to the cost of the aftermarket. One tons are a very vital part of the street department used on many jobs, which include sewer digs, dirt work, material hauling, and snow plowing cul-de-sacs, to name a few. Delivery is expected within 1-3 months.

FINANCIAL IMPACT:

Requested Amount: \$34,190.00
 Line Item: Capital Budget
 Budgeted Amount: \$495,000
 Remaining Funds: \$495,000

IMPACT IF APPROVED: Street Division would have another reliable one ton to utilize

IMPACT IF DENIED: Street Division would continue to use older, unsafe, unreliable equipment

ALTERNATIVES: Buy one ton outright

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

5/20/2021

Date:

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

WHEREAS, the Street Dept. utilizes one-ton dump trucks for numerous tasks; and

WHEREAS, the Street Department is in need of a one ton dump truck, as its current one ton fleet is aged and unreliable.

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

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

Section 2. The City Council hereby approves the lease of a one ton from Enterprise in accordance with the lease proposal attached hereto.

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

MAYOR

ATTEST:

CITY CLERK

Prepared For: City of Pekin, Illinois
Jost, Dan

Date 05/03/2021
AE/AM CMC/JWS

Unit #

Year 2021 **Make** Ford **Model** F-550 Chassis

Series XL 4x4 SD Regular Cab 169 in. WB DRW

Vehicle Order Type In-Stock **Term** 60 **State** IL **Customer#** 558888

\$ 96,046.03	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State IL
\$ 158.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 19,718.50 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 76,327.53	Total Capitalized Amount (Delivered Price)
\$ 954.09	Depreciation Reserve @ <u>1.2500%</u>
\$ 251.91	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,206.00 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

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

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

\$ 1,206.00 Total Monthly Rental Including Additional Services

\$ 19,082.13 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name 21 F550
Exterior Color (0 P) Oxford White / Bright Grille (LPO)
Interior Color (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S
Lic. Plate Type Municipal Police
GVWR 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.00 Per Mile
Tires 0 Loaner Vehicle Not Included

State

Quote based on estimated annual mileage of 10,000

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

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade business of the Lessee.

LESSEE City of Pekin, Illinois

BY **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Quote 4973937- 2021 Ford F550 XL With Dump Body (2606 : Resolution No. 255-21/22 Lease One Ton Dump Truck Plow Salt

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Dump Truck	C	\$ 32,900
Snow Plow	C	\$ 6,500
Total Aftermarket Equipment Billed		\$
Total Aftermarket Equipment Capitalized		\$ 39,400
Aftermarket Equipment Total		\$ 39,400

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 400
Pricing Plan Delivery Charge	B	\$ 200
Courtesy Delivery Fee	C	\$
Total Other Charges Billed		\$ 600
Total Other Charges Capitalized		\$
Other Charges Total		\$ 600

Attachment: Quote 4973937 - 2021 Ford F550 XL With Dump Body (2606 : Resolution No. 2555-21/22 Lease One Ton Dump Truck Plow Salt

VEHICLE INFORMATION:

2021 Ford F-550 Chassis XL 4x4 SD Regular Cab 169 in. WB DRW - US

Series ID: F5H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,772	\$43,970.00
Total Options	\$13,417.00	\$14,745.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$56,884.00	\$60,410.00

SELECTED COLOR:

Exterior: Z1 / 63G-(0 P) Oxford White / Bright Grille (LPO)
 Interior: AS-(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
169WB	169" Wheelbase	STD	STD
17F	XL Decor Group (LPO)	\$200.00	\$220.00
17FFBP	Chrome Front Bumper	Included	Included
17F_	XL Decor Group	Included	Included
18B	Platform Running Boards	\$291.00	\$320.00
41H	Engine Block Heater	\$91.00	\$100.00
41P	Transfer Case Skid Plates	\$91.00	\$100.00
425	50-State Emissions System	STD	STD
43C	110V/400W Outlet	\$160.00	\$175.00
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
525_	Steering Wheel-Mounted Cruise Control	Included	Included
52B	Trailer Brake Controller	\$245.00	\$270.00
535	High Capacity Trailer Tow Package	\$528.00	\$580.00
546	Manual Telescoping Folding Trailer Tow Mirrors	Included	Included
62R	Transmission Power Take-Off Provision	NC	NC
63G	Bright Grille (LPO)	NC	NC
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included	Included
660A	Order Code 660A	NC	NC
67A	332 Amp Alternator	Included	Included
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,051.00	\$1,155.00
872	Rear View Camera & Prep Kit	\$377.00	\$415.00
90L	Power Equipment Group	\$787.00	\$865.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPWN	Power Front Side Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
96V	XL Value Package	\$360.00	\$395.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$8,486.00	\$9,325.00
99TBAT	Dual 78-AH 750 CCA Batteries	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included

Attachment: Quote 4973937- 2021 Ford F550 XL With Dump Body (2606 : Resolution No. 255-21/22 Lease One Ton Dump Truck Plow Salt



CODE	DESCRIPTION	INVOICE	MSRP
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
MYKEY	MyKey	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK)	\$195.00	\$215.00
X8L	Limited Slip w/4.88 Axle Ratio	\$327.00	\$360.00
Z1_01	(0 P) Oxford White	NC	NC

Attachment: Quote 4973937 - 2021 Ford F550 XL With Dump Body (2606 : Resolution No. 255-21/22 Lease One Ton Dump Truck Plow Salt

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: manual folding side-view door mirrors
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Side Steps: yes
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Body Material: aluminum body material
: trailering with harness, brake controller
Fender Flares: black fender flares
Grille: black w/chrome accents grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Compass: compass
 Exterior Temp: outside-temperature display
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Water Temp Gauge: water temp. gauge
 Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 3 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Ignition Disable: SecuriLock immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Traction Control: driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest
 Leather Upholstery: vinyl front seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 330-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

**MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)**

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

26,001-33,000 GVWR: a minimum of \$2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

33,001+ GVWR: a minimum of \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

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

Signature: _____

By: _____

Title: _____

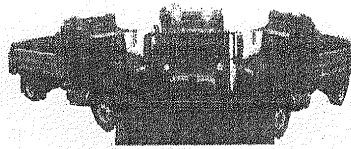
Address: _____

Date Signed: _____, _____

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



You name it... We can build it!



ASE Certified
Technicians

7.3.c

QUOTE [X]
ESTIMATE []
ORDER []

TO: UFTRING AUTO MALL
ADDRESS:
CITY: E. PEORIA, IL

DATE: 04/09/2021
PHONE: 427-7995
FAX: 694-7081

ORDERED IN STAINLESS

ATTN: TIM / JEFF

84"

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PR
F-550					
1	11-1/2' HENDERSON MARK THREE DUMP BODY - 84" INSIDE WIDTH				
	- TWO 5" I-BEAM LONG SILLS, NO CROSSMEMBERS; (FLAT BOTTOM DESIGN)				
	- FULL DEPTH REAR CORNER POST W/ 5" STRUCTURAL CHANNEL APRON				
	- 3/16" AR400 FLOOR W/ FLOOR TO SIDE RADIUS				
	- 13" 10GA. 201 S.S. SIDES / 18" TAILGATE				
	- TARP RAIL DOWN BOTH SIDES				
	- EXTENDED BOARD POCKETS ON FRONT				
	- 10 GAUGE CABSHIELD W/ ENCLOSED UPPER LIP FOR LIGHTING				
	- SIDES AND ENDS INCLUDING CABSHIELD WIL BE 201 STAINLESS STEEL				
1	HENDERSON HEAD LIFT // MAILHOT HOIST M85 / APPROX. 18.6 TON				
	- TRUNNION MOUNTED CYLINDER SINGLE ACTING - 1ST STAGE				
	- NO SUBFRAME ! SINGLE ACTING				
	- STRUCTURAL REAR HINGE ASSY.				
	- SINGLE BODY PROP AND BODY GUIDES				
	<u>- 5" MOUNTING HEIGHT, FROM CHASSIS TO BODY FLOOR // SPECIAL</u>				
1	FINISH PROCESS:				
	- BODY IS MADE OF 201 STAINLESS STEEL - NO PAINTING REQUIRED				
	- UNDERSIDE OF BODY AND ALL COMPONENTS PAINTED BLACK				

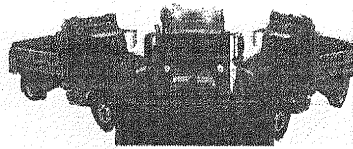
PAGE 1

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



You name it.... We can build it!



7.3.c
ASE Certified
Technicians

QUOTE [X]
ESTIMATE []
ORDER []

TO: UFTRING AUTO MALL
ADDRESS:
CITY: E. PEORIA, IL

DATE: 04/09/2021
PHONE: 427-7995
FAX: 694-7081

F-550

ORDERED IN STAINLESS
ATTN: TIM / JEFF

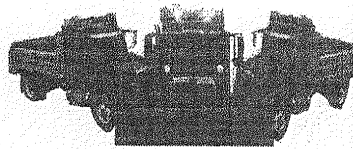
84"

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PR
		DESCRIPTION			
1		HENDERSON RTS SERIES TAILGATE SPREADER: DIRECT DRIVE AUGER			
		- QUICK DETACH MOUNTING HARDWARE			
		- SELF-LEVELING URETHANE SPINNER - HOSES/QUICK COUPLERS			
		- 6" AUGER WITH SEALED BEARINGS AND AGITATOR			
		- 201 STAINLESS STEEL CONSTRUCTION			
1		AFT TOW KIT: "RECESS MOUNTED":			
		- DEEP SECTION HVY. DUTY TOW PLATE FRAME WITH GUSSETS & STRAPS			
		- D-RINGS FOR SAFETY CHAINS			
		- CLASS 5 RECEIVER STYLE HITCH ASSEMBLY			
		- INSTALL TRAILER PLUG FROM FACTORY BRAKE CONTROL			
1		SAFETY KIT:			
		- REAR STROBE LIGHTS MOUNTED IN BODY CORNER POST			
		- FRONT, SIDE AND REAR FACING C/S STROBES W/ REAR STT LIGHTING			
		- REAR SPREADER LIGHT MOUNTED ON LEFT SIDE OF DUMP BODY			
		- FRONT GRILL STROBES ON SEPARATE SWITCH			
		- REAR FACTORY LIGHTS REINSTALLED ON SIDE OF TRAILER HITCH			
		- ALL LIGHTS OPERATED BY CAB SWITCHES			
		- FRONT AND AFT HD MUDFLAPS			

PAGE 2

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



You name it... We can build it!



ASE Certified Technicians

QUOTE [X]
ESTIMATE []
ORDER []

TO: UFTRING AUTO MALL
ADDRESS:
CITY: E. PEORIA, IL

DATE: 04/09/2021
PHONE: 427-7995
FAX: 694-7081

ORDERED IN STAINLESS

ATTN: TIM / JEFF

F-550

84''

AUTO

TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PR
1	FAN BELT DRIVE CENTRAL HYD. SYSTEM:				
	- H.D. CLUTCH W/ ILLUMINATED SWITCH				
	- FAN BELT PUMP ENGINE KIT / 1-PIECE PUMP WIRING HARNESS				
	- V-20-3-HYPE 2200 CONTROL VALVE				
	- MORSE CAB CONTROL				
	- ELECTRONIC CONTROLLED DUAL FLOW SPREADER VALVE IN CAB				
	- TOP MOUNT TANK FILTER W/ CONDITION GAUGE				
	- SPREADER VALVE SECTION IN ENCLOSURE OUTSIDE OF FRAME				
	- SIDE MOUNT OIL TANK W/SIGHT & TEMP. GAUGE, 15 GAL. CAPACITY				
	- 4-WAY FILTER MANIFOLD				
	- 4-PORT AFT CHASSIS MANIFOLD FOR SPREADER				
	- SYSTEM PLUMBED FOR D.A. DUMP HOIST & DUAL FLOW REAR. SPREADER				
	- HYD. OIL FOR TOTAL SYSTEM / ALL HOSES & FITTINGS FOR SYSTEM				
	- POPPET STYLE QUICK COUPLERS WITH DUST COVERS				
		TOTAL INSTALLED		\$32,937	
	Does not include any applicable taxes	9' Western Pro Plus Plow		6,500	

Attachment: Aftermarket Quote- Koenig Body & Equipment (2606 : Resolution No. 255-21/22 Lease One Tr

PAGE 3

SALESMAN SIGNED: _____

CUSTOMER SIGNED:

\$39,431.00

Packet Pg. 237

Attachment: Aftermarket Quote- Koenig Body & Equipment (2606 : Resolution No. 255-21/22 Lease One Ton Dump Truck Plow Salt Spreader



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 256- 21/22 to Approve Traffic Signal Master Agreement with IDOT

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The current traffic signal master agreement with IDOT will expire on June 30, 2021. This resolution is to approve a new 10 year agreement with IDOT for traffic signal maintenance. The traffic signal maintenance provisions and percentages of responsibility contained in the new master agreement are essentially the same as the earlier agreement. The agreement states that the City will pay for traffic signal maintenance for the traffic signals listed in Exhibit 1A and then invoice IDOT and provide documentation of costs in order to be reimbursed for IDOT's share of the cost.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: Up to \$320,000.00 over the next 10 years

Line Item: 100-032-435200

Budgeted Amount: \$5,000.00

Remaining Funds: \$5,000.00

IMPACT IF APPROVED: The Agreement with IDOT will be approved.

IMPACT IF DENIED: The Agreement with IDOT will be denied.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

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

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

WHEREAS, the City desires to enter into a traffic signal master agreement with the State of Illinois to share costs for traffic signal maintenance that are both State and City responsibility, as set forth in Exhibit 1 and its related exhibits, attached as Exhibit 1 hereto; and

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

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

Section 2. The Mayor and/or the City Manager is authorized and directed to enter into an Agreement with the State of Illinois, acting by and through its Department of Transportation in substantially the form attached hereto as Exhibit 1, with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of Pekin, that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

Location	% Of Maintenance Responsibility		% Of Energy Charges		Agency Handling Maintenance
	Department	Local Agency	Department	Local Agency	
IL 29 (Eighth St.) & Sheridan	50	50	50	50	Department
IL 29 (Fifth St.) & Anna Eliza St. ⁽¹⁾	100	0	100	0	Department
IL 29 / IL 9 (Ann Eliza St.) & IL 29 (Third St.)	100	0	100	0	Department
IL 29 / IL 9 (Ann Eliza) & IL 29 (Second St.) ⁽¹⁾	100	0	100	0	Department
IL 9 (Margaret St.) & IL 29 (Second St.)	100	0	100	0	Department
IL 29 (Margaret St.) & IL 29 (Third St.)	100	0	100	0	Department
IL 29 (Margaret St.) & Capitol St.	50	50	50	50	Department
IL 29 (Margaret St.) & Fourth St.	50	50	50	50	Department
IL 29 (Margaret St.) & IL 29 (Fifth St.)	50	50	50	50	Department
IL 29 / IL 9 (Second St.) & Derby St.	67	33	67	33	Department
IL 29 / IL 9 (Second St.) & Koch St.	50	50	50	50	Department
IL 29 / IL 9 & Manito Blacktop / Federal Prison	50	50	50	50	Department
IL 9 (Veterans Dr.) & IL 9 (Court St.)	50	50	50	50	Department
IL 9 (Veterans Dr.) & Commercial St.	50	50	50	50	Department

(1) Intersections where the State has three of the four legs are 100% State responsibility

**EXHIBIT B
SHORT FORM
TRAFFIC SIGNAL MAINTENANCE PROVISIONS**

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the district special provisions.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others..

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

C. WEEKLY

1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS

At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

7. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

E. GENERAL

1. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

2. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations..

4. PAVEMENT MARKINGS

In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

s:\gen\wpdocs\traffic\yg\2011\2011_1\reverse master agreement changes accepted exhibit b 3_9_2011 (1) (2) final.docx



Governmental Body Name

City of Pekin

Address

111 S. Capitol Street

City

Pekin

State

IL

Zip Code

61554

Remittance Address (if different from above)

City

State

Zip Code

Phone

Fax

FEIN/TIN

DUNS

Brief Description of Service (full description specified in Part 5)

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Actual Cost

Total Compensation Amount

\$320,000

Advance Pay

☐ Yes ☒ No

Start Date

07/01/21

Agreement Term

Expiration Date

06/30/31

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature

Date

--

--

Name

Title

--

--

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

Signature

Date

--

--

Omer Osman, Acting Secretary of Transportation

Date

--

--

Delegate Name

--

Printed Name

--

Printed Title

--

Signature

Date

--

--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--

--

Philip C. Kaufmann, Chief Counsel

Date

--

--

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

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

Attention

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/21 and will expire 06/30/31
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.

Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
- The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3☒ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]

PART 4 SPECIFIC PROVISIONS

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

Ben Tellefson

Address

401 Main Street

City

Peoria

State

IL

Zip Code

61602

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
 5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City Pekin

Taxpayer Identification Number: _____

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other _____

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

- A. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.
- B. **Maintenance.** Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through the DEPARTMENT's authorized electrical maintenance contractor. The GOVERNMENTAL BODY shall promptly notify the DEPARTMENT of all traffic signal malfunctions and required maintenance and repair work. The DEPARTMENT shall investigate and issue a work order to the electrical maintenance contractor for all repair work deemed necessary.
- C. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties. The DEPARTMENT will release maintenance work to the authorized electrical maintenance contractor as needed to ensure that traffic signals are maintained to the levels specified in Exhibit B.
- D. **Interconnect & Timing.** "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a rai1side railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.
- E. **Interconnections: Installation and Damage.** The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- F. **Traffic Signal Remote Monitoring and Management Costs.** Master controllers and other types of communications equipment installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller or Central System for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

The DEPARTMENT shall reimburse the GOVERNMENTAL BODY for 100% of the cost for installing and monthly servicing of short, remote strategic, and independent communication links. These cost effective pathways shall reduce the reliance on, and the pay out to the telecom industry, and are established by the GOVERNMENTAL BODY at the DEPARTMENT's request to be used for the remote monitoring and management of safe and efficient traffic signals located on U.S. or State routes.

G. Payment for Energy Costs. The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.

H. Costs for Pavement Markings. Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

Maintenance contractors shall have a minimum of three years of verifiable experience in the maintenance and repair of traffic signals.

The GOVERNMENTAL BODY shall utilize the DEPARTMENT's authorized electrical maintenance contractor to perform traffic signal maintenance and repair work. The DEPARTMENT shall be responsible for bidding and administering electrical maintenance contracts.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT'S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6 COMPENSATION FOR SERVICES

Funding

Not Applicable		
Subtotal		
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL		

Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

- A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.
- i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- B Billing. Maintenance and repair invoices shall be submitted on a monthly basis. Energy invoices shall be submitted on a quarterly, bi-annual, or annual basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the DEPARTMENT.
- ii. Any proposed single expenditure in excess of \$10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.
- iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.
- iv. The cost for contracted work will be the actual cost for the contractor.
- v. Upon completion of a work order or maintenance directive issued by the DEPARTMENT to the DEPARTMENT'S authorized electrical maintenance contractor, the DEPARTMENT shall direct the maintenance contractor to submit completed invoices and all supporting documentation to the DEPARTMENT for review and approval.
- vi. After reviewing the contractor invoices, the DEPARTMENT shall forward the approved invoices to the GOVERNMENTAL BODY which shall reimburse the maintenance contractor in full for the entire approved amount.
- vii. The GOVERNMENTAL BODY shall invoice the DEPARTMENT for the DEPARTMENT'S share in accordance with percentages listed in Exhibit A.
- a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the

DEPARTMENT's approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT's Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

C. Notices. Notices under this Agreement shall be directed to the following addresses by regular mail or email to the address shown below:

For the DEPARTMENT:

For the GOVERNMENTAL BODY:

Budget

Not Applicable

PART 7**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8
AGREEMENT AWARD NOTIFICATION**

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number*, Federal Agency, Program Title

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Attachment: Exhibit 1 - Intergovernmental Agreement - Traffic Signals (2604 : Resolution No. 256- 21/22 to Approve Traffic Signal Master

ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE**Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year _____, and was not required to have a single audit conducted.

Signature

Date

Title

Subrecipient Contact Information

Subrecipient

Contact Person

Title

Address

City

State

Zip Code

Phone

Fax

Fiscal Year End

E-mail



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 257-21/22 Managed GIS Services Agreement Renewal with Cloudpoint

ACTION REQUESTED: Approve and Adopt the Resolution.

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. Cloudpoint is a qualified firm to perform the services requested by the City and has been utilized for the past two years. 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 storm and sewers in the City;
- Road Jurisdiction mapping;
- Inspections of storm inlets & outlets as required by the City's MS4 permit.
- 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.

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 has become 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, 2023. The cost of the services provided is \$7,450 a month with any additional work authorized billed at an hourly rate, which is the same as the previous contract. This amount was budgeted in the Department of Public Work's FY 22 Budget.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$89,400.00 in FY22 and \$89,400.00 in FY23 (\$7,450 monthly)
 Line Item: 100-007-569000
 Budgeted Amount: \$110,000.00
 Remaining Funds: \$110,000.00

IMPACT IF APPROVED: Contracted Services GIS with Cloudpoint will continue.

IMPACT IF DENIED: The contract will not be signed.

ALTERNATIVES: Hire another full time GIS staff member and hire Cloudpoint only on an as needed basis.

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

5/21/2021

Date:

WHEREAS, the City needs assistance with maintenance of its Geographic Information System (GIS) system to ensure the continued operation of the programs that utilize the information; and

WHEREAS, Cloudpoint Geospatial Inc. has provided these services successfully for the past two years; and

WHEREAS, the City wishes to renew the agreement with Cloudpoint Geospatial Inc. for an additional two years;

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

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

Section 2. The Agreement submitted by Cloudpoint Geospatial Inc. attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into the Agreement with Cloudpoint Geospatial Inc. with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK



MANAGED GIS SERVICES AGREEMENT

This GIS SERVICES AGREEMENT (hereafter "Contract") is entered between City of Pekin (hereafter "Client") and Cloudpoint Geospatial, Inc. (hereafter "Cloudpoint"). These professional services will be available to the Client's Administrative, Public Works, Engineering, Streets, Sewer, Public Safety, Community Development, and Economic Development Departments.

SCOPE AND DUTIES. Cloudpoint agrees to provide Client with GIS consulting services as described in more detail on the "**EXHIBIT A- SCOPE OF SERVICES**" documentation that is attached to this Contract. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client's inquiries. Client shall keep Cloudpoint advised of any changes in Client's physical address, email address, telephone number or similar location and contact information.

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

- a) Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
- b) Client shall maintain the necessary hardware devices to accomplish the tasks listed in the scope of services herein. Cloudpoint will not be obligated to provide support services for hardware/devices that are more than five (5) years old.
- c) Client will provide remote access capabilities, with admin privileges, allowing designated Cloudpoint staff to start, stop, and or troubleshoot any services relating to the Client's enterprise GIS system. Client agrees to provide access that is not contingent on the availability of city staff members.

EFFECTIVE DATES: This contract will extend for a period of two (2) years with the initial term beginning on May 1, 2021 and continuing through and including April 30, 2023, at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and Client.

PAYMENT TERMS. Client agrees to pay Cloudpoint for its services at a fixed amount per month according to the pricing listed in **EXHIBIT B**. The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted 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.

ADDITIONAL SERVICES. Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be available at the standard hourly billing rates shown in the attached schedule.



CANCELATION: The Client will be required to pay the difference of the remaining value of the contract in the event that this Contract is canceled by Client at any point after the initial ninety (90) days but before the end of the full term, and in any event, Client must provide Cloudpoint with not less than thirty (30) days' notice of Client's intention to cancel this Contract.

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.

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.

SIGNATURES. In witness thereof, **CITY OF PEKIN** and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on this _____ day of _____, _____ A.D.

Signed

Name

Title

Address

City, State, Zip

Signed- Cloudpoint Geospatial, Inc.

Jonathan J. Hodel, P.E., GISP

Name

President

Title

1407 W. Front St., PO Box 1017

Address

Roanoke, IL 61561

City, State, Zip



EXHIBIT A- SCOPE OF SERVICES

Cloudpoint agrees to provide the following base professional services as part of this agreement:

Managed Professional GIS Services

- 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
- Respond to digital GIS data requests from outside entities
- Quarterly GIS update meetings with key personnel
- GIS planning and enterprise architecture design
- Setup of editing environment in ArcGIS Desktop or ArcGIS Online
- ArcGIS Online account administration (managing users, groups, and galleries)
- Configuration of an Esri solutions-based ArcGIS Online or Enterprise applications (up to 5 per year)
- Setup, deployment, and support of ArcGIS Enterprise (Server / Portal) environment
- ArcGIS Enterprise (Server / Portal) administration (includes database administration, troubleshooting, upgrades & optimization of all enterprise web services)
- GIS server maintenance (software updates, license management, etc)
- Bi-weekly syncing of GIS data layers with the server
- Departmental mapping requests (small projects requiring less than 4 hours)
- Review of GIS uses, evaluate workflows and provide recommendations
- Training on GIS web, desktop, or mobile applications via remote connection (up to 2 full days per month to be used in 1/2 day increments)
- Setup, deployment, and support of ArcGIS mobile applications (Collector, Navigator, Workforce)
- Setup and migration of data layers to Esri's Local Government Information Model
- Software upgrades
- Data conversion & migration
- Dedicated project manager
- Maintain authoritative feature services & GIS layers
- Onsite technical support (up to 32 hours per month)
- Remote GIS technical support (available M-F 8AM-5PM CST) including:
 - troubleshooting GIS applications (ArcGIS Desktop & Online)
 - editing workflows
 - software issues & bugs
 - mobile GIS applications
 - GIS integration with GNSS equipment



- ArcGIS Desktop applications (parcel fabric, utility networks, & extensions)

Not included: Data collection, data creation, data extraction

**Training hours include a maximum number of hours per year which varies by department. Totals are listed in the pricing schedule.*

***Includes Esri's configurable applications through ArcGIS Online or Portal. More information on these applications can be found at <https://doc.arcgis.com/en/arcgis-solutions/industries/public-works.htm>. Applications requiring specialized coding will be charged additional pricing for custom development.*



EXHIBIT B- MANAGED SERVICES PRICING SCHEDULE

The following pricing schedule lists the pricing for services as described in Exhibit A.

Description	Unit	Price
Managed Professional GIS Services (with 2-yr agreement)	Monthly	\$7,450



EXHIBIT C- STANDARD HOURLY BILLING RATES

Listed below are the standard hourly billing rates for Cloudpoint personnel effective January 1, 2021.

Professional Services	Class	Hourly Rate
Principal*	PR	\$195
Program Manager / Director*	PM	\$185
Senior GIS Manager*	GISM 2	\$180
GIS Manager*	GISM 1	\$175
Senior Engineer / Analyst / Developer	GISA 5	\$185
Geospatial (Solutions) Engineer / GIS Analyst / Developer 4	GISA 4	\$170
Geospatial (Solutions) Engineer / GIS Analyst / Developer 3	GISA 3	\$155
Geospatial (Solutions) Engineer / GIS Analyst / Developer 2	GISA 2	\$140
Geospatial (Solutions) Engineer / GIS Analyst / Developer 1	GISA 1	\$125
Senior GIS Professional	GISP 5	\$165
GIS Associate / Professional 4	GISP 4	\$150
GIS Associate / Professional 3	GISP 3	\$145
GIS Associate / Professional 2	GISP 2	\$130
GIS Associate / Professional 1	GISP 1	\$115
Senior GIS Technician	GIST5	\$140
GIS Technician 4	GIST4	\$130
GIS Technician 3	GIST3	\$110
GIS Technician 2	GIST2	\$95
GIS Technician 1	GIST1	\$75
GIS Intern	GINT	\$70
Administrative	Admin	\$60
* denotes management level personnel		



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 258-21/22 MFT Resolution for City responsibility for Allentown Road Construction

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution will allocate \$200,000 of the Motor Fuel Tax (MFT) funds we receive from the State to pay for the City's responsibility for the construction of the Allentown Road safety improvements. The City will be responsible for the cost of improvements that exceed \$453,600.00 that it has received in grants. This resolution will allow the City to utilize MFT funds for its share, which is currently estimated at \$200,000.00

FINANCIAL IMPACT:

Requested Amount: \$200,000.00
 Line Item: 240-240-580500
 Budgeted Amount: \$700,000.00
 Remaining Funds: \$700,000.00

IMPACT IF APPROVED: \$200,000.00 of MFT funding will be allocated to Allentown Road.

IMPACT IF DENIED: Funding will not be allocated to Allentown Road

ALTERNATIVES: Use another funding source

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

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

MAYOR

ATTEST:

CITY CLERK



**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

14-00190-00-SP

BE IT RESOLVED, by the Council

of the City

Governing Body Type

Local Public Agency Type

of Pekin

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Allentown Road	0.21	FAU 6765	0.2 Mile East of Court Street	0.1 Mile East of Woodscape Court

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Improvements include vertical and horizontal realignment, widened shoulders, signage and safety slopes.

2. That there is hereby appropriated the sum of two hundred thousand

Dollars (\$200,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sue McMillan

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Pekin

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of

Pekin

Name of Local Public Agency

at a meeting held on May 24, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 259-21/22 to Approve Allentown Road Agreement with IDOT

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This is an agreement with IDOT in regards to utilizing federal funding for Allentown Road project to improve the safety of the dangerous curve located near City limits. This project was awarded federal Highway Safety Improvement Program (HSIP) funding in the fall 2014 in which the City will receive 90% funding for construction of the project up to \$453,600. By approving this agreement, the City will be required to provide at least a 10% local share for the project. The final cost to the City will be determined at the conclusion of the project but is currently estimated at \$200,000. This agreement is required to allow the project to proceed with a June 11th letting.

FINANCIAL IMPACT:

Requested Amount: See MFT Resolution for Funding
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The City will receive the federal HSIP funding, and the project will be let.

IMPACT IF DENIED: The City will not receive the federal funding, and the project will not proceed.

ALTERNATIVES: None

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

WHEREAS, the City was awarded a federal Highway Safety Improvement Program grant for the Allentown Road project to improve the safety of the dangerous curve located near City limits; and

WHEREAS, as a condition of receipt of the grant funds, the City must commit to providing at least 10% of the project costs from local funds; and

WHEREAS, the City must enter into the Local Public Agency Agreement with the Illinois Department of Transportation ("IDOT") attached hereto as Exhibit A prior to letting contracts for the project to bid; and

WHEREAS, the City Council finds it is in the best interests of the City of Pekin and its residents to enter into the attached Local Public Agency Agreement with IDOT for the Allentown Road project.

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

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

Section 2. The Local Public Agency Agreement attached hereto as Exhibit A is approved. The Mayor is authorized and directed to execute and the City Clerk is directed to attest to the same.

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

MAYOR

ATTEST:

CITY CLERK



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
City of Pekin	Tazewell	14-00190-00-SP	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HSIP	201411009	PPUATS	PEK-16-01

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-035-15	HI5Y(233)				

Engineering

Right of Way

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	From	To
Allentown Road	FAU 6765	0.21 mi.	00.23	00.44

Location Termini

0.2 Mile East of Court Street to 0.1 Mile East of Woodscape Court

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Pekin	N/A	Remove

PROJECT DESCRIPTION

Improvements include vertical and horizontal realignment, widened shoulders, signage and safety slopes.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share BALANCE divided by estimated total cost multiplied by actual progress payment

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- This agreement shall be binding upon the parties, their successors and assigns.
- For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	Local Agency Appropriation Resolution
Add Row		

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mark Luft

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's Tin number is
376002169 conducting business as a Governmental Entity.

Duns Number 030228832**APPROVED**

State of Illinois

Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Attachment: Exhibit A - Allentown Road Agreement (2613 : Resolution No. 259-21/22 to Approve Allentown Road Agreement with IDOT)

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
City of Pekin		Tazewell		14-00190-00-SP	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-035-15	HI5Y(233)				

DIVISION OF COST

Type of Work	Federal Funds		State Funds		Local Public Agency		Totals
	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	HSIP	\$453,600.00	*				\$653,600.00
-							
-							
-							
-							
-							
-							
-							
-							
-							
Total		\$453,600.00		Total			\$653,600.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 90% HSIP Funds NTE \$453,600

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section number applied to this project.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)																																
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:																																
	<table border="0"> <tr> <td>Bi-State</td> <td>Bi-State Regional Commission</td> </tr> <tr> <td>CMAP</td> <td>Chicago Metropolitan Planning Organization</td> </tr> <tr> <td>CUUATS</td> <td>Champaign/Urbana Urban Area Transportation Study</td> </tr> <tr> <td>DATS</td> <td>Danville Area Transportation Study</td> </tr> <tr> <td>DMATS</td> <td>Dubuque Metropolitan Area Transportation Study</td> </tr> <tr> <td>DSATS</td> <td>DeKalb/Sycamore Area Transportation Study</td> </tr> <tr> <td>DUATS</td> <td>Decatur Urbanized Area Transportation Study</td> </tr> <tr> <td>EWGCG</td> <td>East-West Gateway Council of Governments</td> </tr> <tr> <td>KATS</td> <td>Kankakee Area Transportation Study</td> </tr> <tr> <td>MCRPC</td> <td>McLean County Regional Planning Commission</td> </tr> <tr> <td>PPUATS</td> <td>Peoria/Pekin Urban Area Transportation Study</td> </tr> <tr> <td>RPC</td> <td>Region 1 Planning Council</td> </tr> <tr> <td>SATS</td> <td>Springfield Area Transportation Study</td> </tr> <tr> <td>SEMPO</td> <td>South East Metropolitan Planning Organization</td> </tr> <tr> <td>SIMPO</td> <td>Southern Illinois Metropolitan Planning Organization</td> </tr> <tr> <td>SLATS</td> <td>State Line Area Transportation Study</td> </tr> </table>	Bi-State	Bi-State Regional Commission	CMAP	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque Metropolitan Area Transportation Study	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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SEMPO	South East Metropolitan Planning Organization																																
SIMPO	Southern Illinois Metropolitan Planning Organization																																
SLATS	State Line Area Transportation Study																																
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".																																
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.																																
Day Labor	Check this box if the project will be constructed using day labor.																																
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.																																
Right-of-Way	Check this box if Right-Of-Way is part of the project.																																
Construction																																	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"																																
Project Number	Insert the project number assigned to the construction portion of this project.																																
Engineering																																	
Job Number	Insert the job number assigned for the engineering portion of this project.																																
Project Number	Insert the project number assigned to the engineering portion of this project.																																

Instructions for BLR 05310 - Page 2 of 3

Right-of-Way

Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

- | | |
|--|---|
| 1. Location Map | Attach a location map to this agreement showing all locations being improved by this project. |
| 2. Division of Cost | Insert the division of cost page (see separate instructions for completing this document). |
| 3. LPA Appropriation Resolution | For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation. |
| 4. IDOT Fiscal Approval Signature Page | |

Approved

Local Public Agency	The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number.
Illinois Dept of Transportation	The appropriate IDOT official shall sign and date here.

For Local Let Projects:

- | | |
|---------------------|---|
| 1. Location Map | Attach a location map to this agreement showing all locations being improved by this project. |
| 2. Division of Cost | Insert the division of cost page (see separate instructions for completing this document) |

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Instructions for BLR 05310 - Page 3 of 3

Approved**Local Public Agency**

The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.

Illinois Dept of Transportation

The appropriate IDOT officials shall sign and date here.

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.

Lump-sum to be utilized second not to exceed \$20,000 EDP funds.

Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

Maximum STR participation 80% not to exceed \$100,000

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work

Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.

Federal Funds

If federal funds are being used on this project complete the following for federal funds.

Fund Type

Choose the type of federal fund type from the drop down.

Amount

Insert the amount of federal funds for the type listed under fund type.

%

Insert the percentage of federal funds for this type.

State Funds

If state funds are being used on this project complete the following for state funds.

Fund Type

Choose the type of State Funds from the drop down.

Amount

Insert the amount of state funds for the type listed under fund type.

%

Insert the percentage of state funds for this type.

Local Public Agency Funds**Fund Type**

Insert the type of LPA funds being used on this project.

Amount

Insert the amount of LPA funds for the type listed under fund type.

%

Insert the percentage of local funds for this type.

Explanation

Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file

Bureau of Local Roads Central Office (2)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 260- 21/22 Award Construction Contract for Court Street to UCM

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This request is to award the Court Street Rehabilitation Project to R.A. Cullinan, a Division of United Contractors Midwest (UCM). This project is to remove and replace medians on Court Street between Valle Vista and Veterans and to complete a mill and overlay from Valle Vista to Entrance Drive. The City received 3 bids for this project, ranging from \$2,977,439.21 to \$3,552,261.45. The low bid was 16.9 percent below the Engineer's estimate of \$3,584,643.50 making this a favorable bid for the City. In reviewing the unit costs for the project, the bid seems reasonable and responsible.

This project is being funded in part by a \$2,000,000 Rebuild Illinois Fast Track grant from the State of Illinois through its Department of Commerce and Economic Opportunity (DCEO). Due to the inclusion of state grant dollars, the project has a participation requirement for businesses owned by minorities, women, and persons with disabilities. Such businesses have to be certified with the Illinois Department of Central Management Services. UCM has subcontractors associated with this bid that are minority or women owned businesses that are currently undertaking the certification process. DCEO has advised that the City can award the bid contingent upon the subcontractors obtaining their Central Management Services certifications.

Staff therefore recommends to award this bid to UCM, conditional upon the above certification criteria being met.

FINANCIAL IMPACT:

Requested Amount: \$2,977,439.21
 Line Item: 445-041-580500
 Budgeted Amount: \$3,100,000
 Remaining Funds: \$3,100,000

IMPACT IF APPROVED: The contract will be awarded, and the project will be completed this year.

IMPACT IF DENIED: The contract will not be awarded.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

WHEREAS, the City solicited bids for rehabilitation of Court Street from Valle Vista to Veterans Parkway; and

WHEREAS, a public bid opening was held on May 18, 2021, at which time the City opened and received 3 bids for the project; and

WHEREAS, after the opening of all bids, R.A. Cullinan, a division of United Contractors Midwest was found to be the lowest bidder; and

WHEREAS, this award of Contract is contingent upon all required minority owned and woman owned subcontractors becoming certified by the Illinois Department of Central Management Services Business Enterprise Program; and

WHEREAS, the City Council of the City of Pekin finds that the bid from R.A. Cullinan, a division of United Contractors Midwest, attached hereto as Exhibit A, is reasonable and responsible.

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

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

Section 2. The proposal submitted by R.A. Cullinan, a division of United Contractors Midwest, attached hereto as Exhibit A, is approved and accepted; provided, however, that such approval and acceptance is contingent on certification of all required minority owned and women owned subcontractors by the Illinois Department of Central Management Services Business Enterprise Program. Upon satisfaction of this contingency, the Mayor and/or the City Manager is authorized and directed to enter into a Contract with R.A. Cullinan, in substantially the form set forth in Exhibit B attached hereto, with such revisions and modifications as the Mayor and/or City Manager deems necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal



COVER SHEET

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

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS
Route(s) (Street/Road Name)		Type of Funds
FAP 693 (Court Street)		State

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

Submitted/Approved
For Local Public Agency:

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

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
	3/22/21
Official Title	
CITY ENGINEER	

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

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

RETURN WITH BID

STATE OF ILLINOIS
CITY OF PEKIN
NOTICE TO BIDDERS

1. Time and Place of Opening Bids.

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 111 South Capitol Street, Pekin, Illinois, until 10:00 A.M., May 18, 2021, and at that time publicly opened and read.

2. Description of Work.

- (A) Proposed improvement is officially known as:

COURT STREET REHABILITATION

- (B) Proposed improvements consist of the rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Existing HMA surface shall be removed and overlaid. Improvements include median removal, concrete base course and base course widening, pavement patching, concrete sidewalk and driveways, drainage improvements, and landscaping. Improvements will be constructed while maintaining at least one lane of travel in each direction. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 (Revised January 1, 2021) and as directed by the City Engineer.

3. Instruction to Bidders.

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Pekin, for not less than five percent (5%) of the amount of the bid.
- (C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "COURT STREET REHABILITATION" and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Pekin, 111 Capitol Street, Pekin, Illinois, 61554 by 10:00 a.m. May 18, 2021. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Pekin. Contact Josie Esker, P.E. at 309-478-5399.
- (E) No response will be opened which has been received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
- (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-

RETURN WITH BID

equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
 - (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.
4. Rejection of Bids.

The City of Pekin reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Engineer

111 South Capitol Street, Pekin, IL 61554	until 10:00 AM	on 05/18/21
Address	Time	Date

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

111 South Capitol Street, Pekin, IL 61554	at 10:00 AM	on 05/18/21
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
Court Street from Hilltop Dr. to Veterans Dr. in the City of Pekin	1.068

Proposed Improvement

Rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Improvements include HMA milling/overlay, median removal, PCC base course & widening, pavement patching, PCC sidewalk and driveways. This work shall be done at locations listed and in accordance with the specifications included in this document.

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

Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.

2. ☒ Prequalification

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

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

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

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

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

PROPOSAL

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

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

SIGNATURES

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name		
R. A. Cullinan & Son, a Div. of UCM, Inc.		
Signature	Date	
<i>Thomas Wall</i>	5-18-21	
Title		
Vice President		
Business Address		
121 W Park St. PO Box 166		
City	State	Zip Code
Tremont	IL	61568

Insert Names of Officers

President
Robert W. Bruner

Attest:



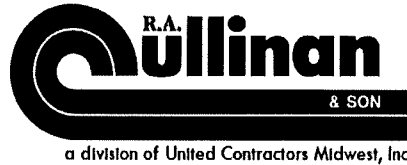
Assit. Corp Secretary

Secretary

Allen D. Cullinan

Treasurer

Allen D. Cullinan



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

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

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

Quote To: City of Pekin

Job Name: Pekin Court Street

Project Location: Pekin Il

Date of Plans:

Bid Date: 05/18/2021

FSA: 051821PEKCR

Addendum: Addendum (A)

Attn: Josie Esker, P.E.

Phone:

Mobile:

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	1,909.00	CY	46.16	88,119.44
20800150	TRENCH BACKFILL	103.00	CY	46.50	4,789.50
21101615	TOPSOIL F & P 4	793.00	SY	10.27	8,144.11
21101645	TOPSOIL F & P 12	1,884.00	SY	19.50	36,738.00
21400100	GRADING & SHAPE DITCH	200.00	LF	8.91	1,782.00
28000500	INLET & PIPE PROTECT	15.00	EA	151.00	2,265.00
28000510	INLET FILTERS	33.00	EA	352.00	11,616.00
28100105	STONE RIPRAP CL A3	18.00	SY	101.95	1,835.10
31101100	SUB GRAN MAT B	2,253.00	CY	92.85	209,191.05
35300110	PCC BSE CSE 6 1/2	3,191.00	SY	38.10	121,577.10
35400100	PCC BSE CSE WID 6	1,867.00	SY	41.45	77,387.15
40201000	AGGREGATE-TEMP ACCESS	641.00	TON	25.50	16,345.50
40600295	P BIT MATLS TACK CT	22,740.00	LB	1.98	45,025.20
40600982	HMA SURF REM BUTT JT	1,636.00	SY	22.45	36,728.20
40603235	P HMA BC IL 19.0 N70	3,887.00	TON	136.70	531,352.90
40604162	P HMA SC IL-9.5 D N70	3,130.00	TON	148.17	463,772.10
40800050	INCIDENTAL HMA SURF	101.00	TON	330.05	33,335.05
42001300	PROTECTIVE COAT	3,906.00	SY	0.01	39.06
42300300	PCC DRIVEWAY PAVT 7	1,429.00	SY	68.10	97,314.90
42400100	PC CONC SIDEWALK	5,487.00	SF	6.87	37,695.69
42400800	DETECTABLE WARNINGS	101.00	SF	26.28	2,654.28
44000100	PAVEMENT REMOVAL	2,657.00	SY	18.75	49,818.75
44000157	HMA SURF REM 2	17,057.00	SY	5.75	98,077.75
44000158	HMA SURF REM 2 1/4	6,248.00	SY	6.25	39,050.00
44000200	DRIVEWAY PAVT REM	1,580.00	SY	16.45	25,991.00
44000500	COMB C&G REMOVAL	2,981.00	LF	7.14	21,284.34
44000600	SIDEWALK REMOVAL	716.00	SF	1.98	1,417.68
44003100	MEDIAN REMOVAL	39,183.00	SF	2.98	116,765.34
44200132	PVMT PATCH, T2, 11"	14.00	SY	277.00	3,878.00
44201335	CLASS C PATCH, T4, 8"	65.00	SY	124.88	8,117.20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50800205	REINF BARS, EPOXY CTD	11,250.00	LB	2.70	30,375.00
54213657	PRC FLARED END SEC 12"	1.00	EA	1,888.54	1,888.54
54248510	CONCRETE COLLAR	0.40	CY	3,524.48	1,409.79
550A0050	SS, CLASS A, T1, 12"	160.00	LF	99.00	15,840.00
550A0090	SS, CLASS A, T1, 18"	27.00	LF	122.93	3,319.11
550A0380	SS, CLASS A, T2, 18"	53.00	LF	105.60	5,596.80
55100500	SS REMOVAL 12"	24.00	LF	35.24	845.76
55100900	SS REMOVAL 18"	189.00	LF	27.48	5,193.72
60240310	INLETS, TB, T11 F&G	8.00	EA	2,499.91	19,999.28
60255500	MANHOLES TO BE ADJ	3.00	EA	1,939.88	5,819.64
60260100	INLETS TO BE ADJ	9.00	EA	412.46	3,712.14
60260400	INL TO BE ADJ W/N T1F,CL	2.00	EA	936.17	1,872.34
60261300	INL TO BE ADJ W/N T11 F&G	2.00	EA	1,122.65	2,245.30
60500060	REMOVING INLETS	16.00	EA	399.54	6,392.64
60603500	COMB CONC C&G, TB-6.06	25.00	LF	122.40	3,060.00
60603800	COMB CONC C&G, TB-6.12	6,254.00	LF	33.90	212,010.60
60604400	COMB CONC C&G, TB-6.18	90.00	LF	83.39	7,505.10
60605000	COMB CONC C&G, TB-6.24	1,001.00	LF	32.09	32,122.09
60619600	CONC MEDIAN, TSB-6.12	779.00	SF	27.44	21,375.76
67100100	MOBILIZATION	1.00	LSUM	77,047.00	77,047.00
70107025	CHANGE MESSAGE SIGN	120.00	CALD	52.50	6,300.00
72000100	SIGN PANEL - TY 1	18.00	SF	15.16	272.88
73000100	WOOD SIGN SUPPORT	48.00	LF	7.84	376.32
78009000	MOD URE PVMT MARK - L&S	905.00	SF	11.55	10,452.75
78009004	MOD URE PVMT MARK - L 4"	15,530.00	LF	0.84	13,045.20
78009006	MOD URE PVMT MARK - L 6"	1,190.00	LF	2.36	2,808.40
78009008	MOD URE PVMT MARK - L 8"	6,774.00	LF	3.15	21,338.10
78009012	MOD URE PVMT MARK - L 12"	1,209.00	LF	5.51	6,661.59
78009024	MOD URE PVMT MARK - L 24"	199.00	LF	17.85	3,552.15
78300201	PVMT MARK REM - GRINDING	337.00	SF	8.40	2,830.80
81400200	HEAVY-DUTY HANDHOLE	1.00	EA	2,625.00	2,625.00
81400700	HANDHOLE, PCC	1.00	EA	2,100.00	2,100.00
89502380	REMOVE EX HANDHOLE	5.00	EA	605.61	3,028.05
K0012990	PER PL,ORN TYPE, GAL POT	29.40	UNIT	1,680.00	49,392.00
K0012993	P PL, ORN TYPE, 3-GAL POT	8.30	UNIT	3,465.00	28,759.50
K1005481	SHRED BARK MULCH 3"	1,884.00	SY	7.35	13,847.40
Z0010615	CLEANING EX INLETS	1.00	EA	479.80	479.80
Z0013798	CONSTRUCTION LAYOUT	1.00	LSUM	16,059.75	16,059.75
Z0034105	MAT TRANSFER DEVICE	3,130.00	TONS	5.11	15,994.30
Z0056670	SS, T2, WM QUAL PIPE, 18"	111.00	LF	154.08	17,102.88
Z0076604	TRAINEE TRAIN PROG GRAD	750.00	HOURL	15.00	11,250.00
X0322584	REVTMENT MAT REMOVAL	18.00	SY	33.65	605.70
X6020082	INLETS, TYPE G-1	2.00	EA	5,780.96	11,561.92
X7010216	TRAFFIC C&P, (SPECIAL)	1.00	LSUM	72,791.25	72,791.25
X8140115	HANDHOLE TO BE ADJ	1.00	EA	2,100.00	2,100.00
XX006343	SEEDING (COMPLETE)	1,493.00	SY	2.57	3,837.01

Attachment: Exhibit A - Bid from R.A.Cullinan_UCM (2601 : Resolution No. 260- 21/22 Award Construction Contract for Court Street to UCM)

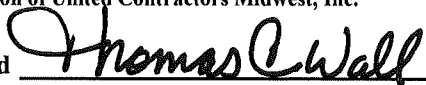
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
XX006498	COMB C&SW 4" (SPECIAL)	265.00	SF	15.30	4,054.50
XX006529	CONC C&G END OUT SPEC	4.00	EA	1,118.49	4,473.96
GRAND TOTAL					2,977,439.21

NOTES:

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

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

Signed



Signed

Date

5-18-21

Date

Addendum "A" acknowledged  TW.


**Illinois Department
of Transportation**
Schedule of Prices


Contractor's Name

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

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Route(s) (Street/Road Name)

FAP 693 (Court Street)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	1,909		
20800150	TRENCH BACKFILL	CU YD	103		
21101615	TOPSOIL F & P 4	SQ YD	793		
21101645	TOPSOIL F & P 12	SQ YD	1,884		
21400100	GRADING & SHAP DITCH	FOOT	200		
28000500	INLET & PIPE PROTECT	EACH	15		
28000510	INLET FILTERS	EACH	33		
28100105	STONE RIPRAP CL A3	SQ YD	18		
31101100	SUB GRAN MAT B	CU YD	2,253		
35300110	PCC BSE CSE 6 1/2	SQ YD	3,191		
35400100	PCC BASE CSE W 6	SQ YD	1,867		
40201000	AGGREGATE-TEMP ACCESS	TON	641		
40600295	P BIT MATLS TACK CT	POUND	22,740		
40600982	HMA SURF REM BUTT JT	SQ YD	1,636		
40603235	P HMA BC IL19.0 N70	TON	3,887		
40604162	P HMA SC IL-9.5 D N70	TON	3,130		
40800050	INCIDENTAL HMA SURF	TON	101		
42001300	PROTECTIVE COAT	SQ YD	3,906		
42300300	PCC DRIVEWAY PAVT 7	SQ YD	1,429		
42400100	PC CONC SIDEWALK 4	SQ FT	5,487		
42400800	DETECTABLE WARNINGS	SQ FT	101		
44000100	PAVEMENT REM	SQ YD	2,657		
44000157	HMA SURF REM 2	SQ YD	17,057		
44000158	HMA SURF REM 2 1/4	SQ YD	6,248		
44000200	DRVWY PVMT REMOVAL	SQ YD	1,580		

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell		20-00193-00-RS		FAP 693 (Court Street)
Item Number	Items	Unit	Quantity	Unit Price	Total	
44000500	COMB C&G REMOVAL	FOOT	2,981			
44000600	SIDEWALK REMOVAL	SQ FT	716			
44003100	MEDIAN REMOVAL	SQ FT	39,183			
44200132	PVMT PATCH, T11, 11"	SQ YD	14			
44201335	CLASS C PATCH, TIV, 8"	SQ YD	65			
50800205	REINF BARS, EPOXY CTD	POUND	11,250			
54213657	P R CONC FL END SEC 12"	EACH	1			
54248510	CONCRETE COLLAR	CU YD	0.4			
550A0050	SS, CLASS A, T1 12"	FOOT	160			
550A0090	SS, CLASS A, T1 18"	FOOT	27			
550A0380	SS, CLASS A, T2 18"	FOOT	53			
55100500	SS REMOVAL 12"	FOOT	24			
55100900	SS REMOVAL 18"	FOOT	189			
60240310	INLETS, TB, T11 F&G	EACH	8			
60255500	MANHOLES TO BE ADJ	EACH	3			
60260100	INLETS TO BE ADJ	EACH	9			
60260400	INL TO BE ADJ W/ N T1 F, CL	EACH	2			
60261300	INL TO BE ADJ W/ N T11 F&G	EACH	2			
60500060	REMOVING INLETS	EACH	16			
60603500	COMB CONC C&G, TB-6.06	FOOT	25			
60603800	COMB CONC C&G, TB-6.12	FOOT	6,254			
60604400	COMB CONC C&G, TB-6.18	FOOT	90			
60605000	COMB CONC C&G, TB-6.24	FOOT	1,001			
60619600	CONC MEDIAN, TSB-6.12	SQ FT	779			
67100100	MOBILIZATION	L SUM	1			
70107025	CHANGE MESSAGE SIGN	CAL DA	120			
72000100	SIGN PANEL - TYPE 1	SQ FT	18			
73000100	WOOD SIGN SUPPORT	FOOT	48			
78009000	MOD URE PVMT MARK - L&S	SQ FT	905			
78009004	MOD URE PVMT MARK - L 4"	FOOT	15,530			
78009006	MOD URE PVMT MARK - L 6"	FOOT	1,190			
78009008	MOD URE PVMT MARK - L 8"	FOOT	6,774			
78009012	MOD URE PVMT MARK - L12"	FOOT	1,209			
78009024	MOD URE PVMT MARK - L24"	FOOT	199			
78300201	PVMT MARK REM - GRINDIN	SQ FT	337			
81400200	HEAVY-DUTY MANHOLE	EACH	1			
81400700	HANDHOLE, PCC	EACH	1			
89502380	REMOVE EX HANDHOLE	EACH	5			
K0012990	PER PL, ORN TYPE, GAL POT	UNIT	29.4			
K0012993	P PL, ORN TYPE, 3-GAL POT	UNIT	8.3			
K1005481	SHRED BARK MULCH 3"	SQ YD	1,884			
Z0010615	CLEANING EX INLETS	EACH	1			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1			
Z0034105	MAT TRANSFER DEVICE	TON	3,130			
Z0056670	SS, T2, WM QUAL PIPE, 18"	FOOT	111			
Z0076604	TRAINEE TRAIN PROG GRAD	HOURL	750			

1

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell		20-00193-00-RS		FAP 693 (Court Street)
X0322584	REVTMENT MAT REMOVAL	SQ YD	18			
X6020082	INLETS, TYPE G-1	EACH	2			
X7010216	TRAFFIC C&P, (SPECIAL)	L SUM	1			
X8140115	HANDHOLE TO BE ADJ	EACH	1			
XX006343	SEEDING (COMPLETE)	SQ YD	1,493			
XX006498	COMB C&SW 4" (SPECIAL)	SQ FT	265			
XX006529	CONC C&G END OUT SPEC	EACH	4			
Bidder's Total Proposal						\$0.00

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



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS

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

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

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

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

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

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

Principal

Company Name

Signature

Date

By:

Title

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

Surety

Name of Surety

Signature of Attorney-in-Fact

Date

By:

STATE OF IL
COUNTY OF

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

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

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

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

(SEAL)

Notary Public Signature

Date commission expires _____



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

7.8.a



Local Public Agency _____
 City of Pekin _____ County _____ Section Number _____
 Tazewell _____ 20-00193-00-RS

WE, R.A. Cullinan & Son, A Division of UCM, Inc. as PRINCIPAL, and
Travelers Casualty & Surety Company of America as SURETY, are held jointly,

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

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 18th of May, 2021
 Day Month and Year

Principal

Company Name
R.A. Cullinan & Son, A Division of UCM, Inc.
 Signature _____ Date _____
 By: Thomas T. Wall 5-18-21
 Title
Thomas T. Wall, Vice President

Company Name _____
 Signature _____ Date _____
 By: _____
 Title _____

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

Surety

Name of Surety
Travelers Casualty & Surety Company of America

Signature of Attorney-in-Fact _____ Date _____
 By: Kathy Betteridge 5-18-21

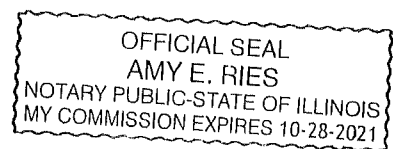
STATE OF IL
 COUNTY OF TAZEWELL

I Amy E. Ries

Thomas T. Wall and Kathy Betteridge, 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 18th day of May, 2021
 Day Month and Year

(SEAL)



Notary Public Signature
Amy E. Ries
 Date commission expires 10/28/21

Attachment: Exhibit A - Bid from R.A.Cullinan_UCM (2601 : Resolution No. 260- 21/22 Award Construction Contract for Court Street to UCM)

Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS
ELECTRONIC BID BOND		

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LPA 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 LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

[illegible][illegible]

Page 97

Signature _____

Date _____

Title

[The following information was obtained from the records of the Federal Bureau of Investigation:]



Illinois Department of Transportation

Affidavit of Availability For the Letting of 03/23/21



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

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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



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

May 18, 2021

Local Agency: Tazewell County—City of Pekin

United Contractors Midwest, Inc. and all of its divisions request to forego filing the required Affidavit of Availability under 44 IL Administrative Code Section 21-00193-00-RS for Court Street for the local roads letting.

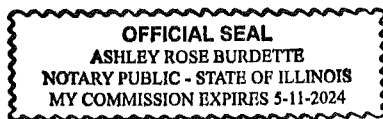
If you have any questions, you may contact Ms. Tara Elston, Illinois Department of Transportation, Springfield, IL. Thank you for your cooperation.

Sincerely,

Thomas T. Wall
Vice President

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

Given under my hand and Notarial Seal this 18th day of May, 2021,



Notary Public

(SEAL)

ucm.biz

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

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

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

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

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



STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
BID NO. 260-21/22
AWARD CONSTRUCTION CONTRACT FOR COURT STREET TO UCM



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 1284

R. A. Cullinan & Son, a Division of United Contractors Midwest, Inc.
P. O. Box 166 Tremont, IL 61568-0166

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

SUPER UNLIMITED

001	EARTHWORK	Unlimited	08A	AGGREGATE BASES & SURF. (A)	\$20,075,000
002	PCC PAVING	Unlimited	09C	HWY., R.R. & WATERWAY STR.	\$19,350,000
003	HMA PLANT MIX	Unlimited	15A	COVER & SEAL COATS (A)	\$14,500,000
006	CLEAN & SEAL CRACKS/JOINTS	\$450,000			
007	SOIL STABILIZATION & MOD.	\$575,000			
012	DRAINAGE	\$12,875,000			
017	CONCRETE CONSTRUCTION	\$23,875,000			
018	LANDSCAPING	\$75,000			
021	TREE TRIM. & SEL. TREE REM.	\$475,000			
022	FENCING	\$50,000			
023	GUARDRAIL	\$250,000			
026	SIGNING	\$225,000			
031	PAV'T. TEXTUR. & SURF. REM.	\$1,300,000			
032	COLD MILL.PLAN. & ROTOMILL	\$23,250,000			
034	DEMOLITION	\$2,275,000			

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/7/2021 TO 4/30/2022 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 4/7/2021.

Tim Bell

Engineer of Construction

Part III. Work Subcontracted to Others.

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

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

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

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

Officer or Director

Title

Signature

Date

----------------------	----------------------

Company

Address

City

State

Zip Code

----------------------	----------------------	----------------------

☐ Add pages for additional contracts

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)



Illinois Department of Transportation

Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court Street (FAP 693)	20-00193-00-RS

All contractors are required to complete the following certification

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

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See Attached

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

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

Bidder

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

Title

Vice President

Address

121 W Park St. PO Box 166

Signature

Thomas L Wall

Date

5-18-21

City

Tremont

State

IL

Zip Code

61568



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

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

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

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

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

UCM SUBCONTRACTED WORK TYPE LISTED PER PARAGRAPH "K"

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

ucm.biz

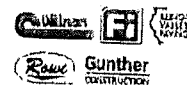
IL--Peoria
121 W. Park Street
P.O. Box 165
Tremont, IL 61568
309-925-2711

IL--Springfield
3151 Robbins Rd (62704)
P.O. Box 13420
Springfield, IL 62791
217-544-6192

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

IL--Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0991

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





**Illinois Department
of Transportation**

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court St. (FAP 693)	20-00193-00-RS

I, Thomas T. Wall of Tremont, Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

Signature	Date
<u>Thomas T. Wall</u>	<u>5-18-21</u>
Print Name of Affiant	
<u>Thomas T. Wall</u>	

Notary Public

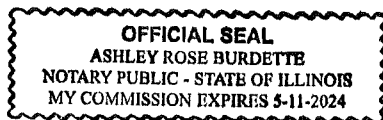
State of IL

County Tazewell

Signed (or subscribed or attested) before me on 5/18/2021 by
(date)

Thomas T. Wall, authorized agent(s) of
(name/s of person/s)

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



(SEAL)

Signature of Notary Public

Ashley Rose Burdette
 My commission expires 5-11-2024

1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the construction of the project.

2. The Contractor shall be responsible for obtaining all necessary permits and licenses for the construction of the project.

RETURN WITH BID

SUB-CONTRACTOR UTILIZATION STATEMENT**Section I (select all that apply)**

☒ MBE/WBE Subcontractor(s) will be utilized on this project
☐ Non MBE/WBE Subcontractor(s) will be utilized on this project

Section II: Prime Contractor**Project**

Name: R.A. Cullinan & Son, a div. of U.C.M., Inc.

Address: 121 W. Park St., Tremont, IL 61568-0166

Phone: (309) 925-2711

Contact Person: Thomas T. Wall

Email: tom.wall@ucm.biz

Name: Court Street Rehab. Pekin

Total Contract Value: \$2,977,439.21

Ownership Status: MBE ☐ WBE ☐ M/WBE ☐ Non-M/WBE ☒**Section III: Selected Subcontractors**

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Midwest Construction Services	WBE	\$75,943.48	2.55%	Traffic Control, Message Board, Sign Panel & Support
Central Illinois Consulting, Inc.	WBE	\$15,295.00	0.51%	Construction Layout
Central Landscaping	Non M/WBE	\$91,275.85	3.07%	Seeding, Plantings, & Bark Mulch
Alexander Brothers Construction Corp.	MBE	\$258,717.23	8.69%	Partial Earth Excavation & Subbase Granular
D2K Traffic Safety, Inc.	MBE	\$57,804.75	1.94%	Pavement Markings & Removal-Grinding
Laser Electric	Non M/WBE	\$7,000.00	0.24%	Electrical Work
Beer Brothers	Non M/WBE	\$64,549.69	2.17%	Concrete Sawing for Removal Items
Totals		\$570,586.00	19.16%	

*If more than seven firms are utilized, please copy the form and attach the additional information.

Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
Buddy's Ground Maintenance	Seeding, Plantings, & Bark Mulch	\$102,598.59 more than Non M/WBE quote
Varsity Striping and Construction Company	Pavement Markings & Removal-Grinding	\$16,842.77 higher than D2K (MBE)

*If more than seven firms submitted quotes, please copy the form and attach the additional information.

-----Continues on next page-----

RETURN WITH BID

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
Earthcare	phone	Said that we not quoting
Phoenix Corporation of the Quad Cities	email	No response provided
Precision Pavement Markings	email and phone call	No quote provided
Davidson Construction Supply	email and phone call	No quote provided
S.K. Davison	email and phone call	No quote provided

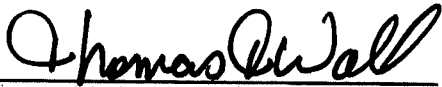
*If more than six firms were contacted, please copy the form and attach the additional information

Section IV

The City of Pekin is committed to promoting equal opportunity and has established the following subcontractor utilization goals for this construction projects: 15% MBE and 4% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

This form must be completed and submitted with bid proposals. ALL subcontractors intended for use on this project shall be listed in the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.



Signature of Prime Contractor

5/18/2021

Date



Illinois Department of Transportation

Subcontractor Registration Number 10016

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V Manufacturer Supplier (60%) Subcontractor x Trucking

DBE Participation Statement

Letting 5/18/21

Item No.

Contract No. Crt St Rehab Pekin

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
X7010216	Traffic C&P (Special 701701, 701602)	1.00	\$69,325.00	\$69,325.00
70107025	Changeable Msg Sign	120.00	\$50.00	\$6,000.00
72000100	Sign Panel Type 1	18.00	\$14.44	\$259.92
73000100	Wood Sign Support	48.00	\$7.47	\$358.56
				\$ 0.00
				\$ 0.00
Total				\$75,943.48

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor 1st Tier 2nd Tier

Date 5/18/2021

Contact Person Thomas T. Wall

Title Vice President

Firm Name R.A. Cullinan & Son, a Div. of United Contractors Midwest, Inc.

Address P.O. Box 168

City/State/Zip Tremont, IL 61568

Phone 809-825-2711

Email Address tom.wall@ucm.biz

Robert Yoder
Signature for DBE Firm 1st Tier 2nd Tier

Date 5/17/2021

Contact Person Robert Yoder

Title General Manager

Firm Name Midwest Construction Services

Address 4200 S Ricketts Ave

City/State/Zip Bartonville, IL 61607

Phone 309.697.1000

Email Address ryoder@mcstraffic.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E

WC



Illinois Department of Transportation

 Subcontractor Registration Number 14258

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V ☐ Manufacturer ☐ Supplier (60%) ☐ Subcontractor ☒ Trucking ☐

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
Z0013798	Construction Layout	1.00	\$15,295.00	\$15,295.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total				\$15,295.00

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount.

*Applies to trucking only.

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor ☐ 1st Tier ☐ 2nd Tier

Date 5/18/2021

Contact Person Thomas T. Wall

Title Vice President

Firm Name R.A. Cullinan & Son, a Div. of United Contractors Midwest, Inc.

Address P.O. Box 168

City/State/Zip Tremont, IL 61782

Phone 309-825-2711

Email Address tom.wall@ucm.biz

Jessica Youngman
Signature for DBE Firm ☒ 1st Tier ☐ 2nd Tier

Date 05/17/2021

Contact Person Jessica Youngman

Title President

Firm Name Central Illinois Consulting, Inc.

Address 121 S. Jefferson

City/State/Zip Washburn, IL 61570

Phone 309-383-3156

Email Address Youngman@mtco.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E ☐

WC ☐

Attachment: Exhibit A - Bid from R.A.Cullinan_UCM (2601 : Resolution No. 260- 21/22 Award Construction Contract for Court Street to UCM)



Illinois Department of Transportation

 Subcontractor Registration Number 10677

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please Indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor X Trucking _____

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
20200100	Earth Excavation	1,909	\$31.16	\$59,484.44
31101100	Subbase Granular Material Type B	2,253	\$88.43	\$199,232.79

 Total \$258,717.23

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

Earth Excavation is partial pay item. Will only be doing the excavation work. Does not include placement behind the curb.

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor X 1st Tier _____ 2nd Tier _____

Allester Alexander
Signature for DBE Firm X 1st Tier _____ 2nd Tier _____

Date 5/18/2021
Contact Person Thomas T. Wall
Title Vice President
R.A. Cullinan & Son, a Div. of
Firm Name United Contractors Midwest, Inc.
Address P.O. Box 166
Tremont, IL 61568
City/State/Zip
Phone 309-925-2711
Email Address tom.wall@ucm.biz

Date May 18, 2021
Contact Person Allester Alexander
Title President
Firm Name Alexander Brothers Const. Corp.
Address P. O. Box 1508
City/State/Zip Peoria, IL 61655
Phone 309-648-1590
Email Address abrosconst@aol.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E _____
WC _____



**Illinois Department
of Transportation**

Subcontractor Registration Number 15290

DBE Participation Statement

Letting 5/18/2021_____

Item No. _____

Contract No. 20-00193-00-RS

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor X Trucking _____

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
	SEE ATTACHED			
			Total	

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department. ↗

Thomas Q. Wolf

Signature for Contractor 1st Tier 2nd Tier

Date 5/18/2021

Contact Person **Thomas T. Wall**

Title **Vice President**

Firm Name R.A. Gullinan & Son, a Div. of
United Contractors Midwest, Inc.

Address **P.O. Box 166**

City/State/Zip Tremont, IL 61568

Phone **309-925-2711**

Email Address **tom.wall@verizon.net**

Signature for DBE Firm X 1st Tier 2nd Tier

Signature for DBE Firm X 1st Tier 2nd Tier

Date 5/17/2021

Contact Person Mark Long

Title **President**

Firm Name **D2K Traffic Safety, Inc.**

Address 1505 Frontenac Rd

City/State/Zip Naperville, IL 60563

Phone 630-488-1068

Email Address marklong@d2ktraffic.com

E

WC

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

Mark Long
630-488-1068
marklong@d2ktraffic.com
CITY OF PEKIN
COURT STREET REHABILITATION

Letting Date:	5/18/2021
Item #:	
Completion Date:	
Working Days	115

[illegible]

PACKAGED QUOTE PLEASE CALL D2K TRAFFIC TO DISCUSS BEFORE SPLITTING OUT ANY ITEMS FROM PACKAGE

A COPY OF THE GENERAL CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS WILL BE REQUIRED UPON EXECUTION OF THE SUBCONTRACT

- *PERMANENT PAVEMENT MARKINGS WILL NOT HAVE ANY WARRANTY IF DONE OUTSIDE OF SPECIFICATIONS.
- *PERMANENT PAVMENT MAKRING HAS A MINIMUM MOBILIZATION OF \$3,000.
- *PERMANENT PAVEMENT MARKING ARE BID FOR 1 MOBILIZATION, FOR ADDITIONAL MOBILIZATIONS ADD \$3,000/EACH
- *INDIVIDUAL LINE ITEMS MAY BE REMOVED FROM THIS QUOTE; ANY CHANGES MUST BE APPROVED BY ESTIMATOR
- *PAVEMENT MARKING AND MARKERS REQUIRE ONE WEEK NOTICE FOR ALL OPERATIONS
- *D2K REQUIRES A CLEAN, COMPLETE, AND EQUIPMENT/WORK FREE AREA
- *CLEANING AND/OR TEMP TAPE REMOVAL WILL BE BILLED AS TIME & MATERIAL
- *UNIT PRICES DO NOT INCLUDE TEMPORARY LANE CLOSURES (SEE OTHER EXCLUSIONS ABOVE)
- *ALL REPAIRS DUE TO DAMAGE FROM THE GENERAL CONTRACTOR OR ITS SUBS' ACTIVITIES WILL BE BILLED AS TIME & MATERIAL
- *ALL CONTROL POINTS MUST BE LOCATED BY THE OWNER, THE OWNER'S REPRESENTATIVE, OR THE GENERAL CONTRACTOR;
- *DOCUMENTATION OF EXISTING PAVEMENT MARKINGS (IF REQUIRED) WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY



Contractor's Name

R.A. Cullinan & Son, a div. of U.C.M., Inc.

Contractor's Address

121 W. Park St.

City

Tremont

State

IL

Zip Code

61568

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Street Name/Road Name

Court Street Rehabilitation

Type of Funds

Rebuild IL Fast Track (DCEO)

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

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

Party of the Second Part	Date



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court Street	20-00193-00-RS

Bond information to be returned to Local Public Agency at 111 S. Capitol Street Pekin, IL 61554
Complete Address

We, R.A. Cullinan & Son, a div. of U.C.M., Inc. 121 W. Park St. Tremon, IL 61568
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of

Dollars () lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void otherwise it shall remain in full force and effect.

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

PRINCIPAL

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

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



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal



COVER SHEET

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

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS
Route(s) (Street/Road Name)		Type of Funds
FAP 693 (Court Street)		State

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

Submitted/Approved
For Local Public Agency:

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

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
	3/22/21
Official Title	
CITY ENGINEER	

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

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

RETURN WITH BID

STATE OF ILLINOIS
CITY OF PEKIN
NOTICE TO BIDDERS

1. Time and Place of Opening Bids.

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 111 South Capitol Street, Pekin, Illinois, until 10:00 A.M., May 18, 2021, and at that time publicly opened and read.

2. Description of Work.

- (A) Proposed improvement is officially known as:

COURT STREET REHABILITATION

- (B) Proposed improvements consist of the rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Existing HMA surface shall be removed and overlaid. Improvements include median removal, concrete base course and base course widening, pavement patching, concrete sidewalk and driveways, drainage improvements, and landscaping. Improvements will be constructed while maintaining at least one lane of travel in each direction. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 (Revised January 1, 2021) and as directed by the City Engineer.

3. Instruction to Bidders.

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Pekin, for not less than five percent (5%) of the amount of the bid.
- (C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "COURT STREET REHABILITATION" and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Pekin, 111 Capitol Street, Pekin, Illinois, 61554 by 10:00 a.m. May 18, 2021. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Pekin. Contact Josie Esker, P.E. at 309-478-5399.
- (E) No response will be opened which has been received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
- (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-

RETURN WITH BID

equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
 - (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.
4. Rejection of Bids.

The City of Pekin reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Engineer

111 South Capitol Street, Pekin, IL 61554	until 10:00 AM	on 05/18/21
Address	Time	Date

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

111 South Capitol Street, Pekin, IL 61554	at 10:00 AM	on 05/18/21
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
Court Street from Hilltop Dr. to Veterans Dr. in the City of Pekin	1.068

Proposed Improvement

Rehabilitation of Court Street from Hilltop Dr. to Veterans Dr. Improvements include HMA milling/overlay, median removal, PCC base course & widening, pavement patching, PCC sidewalk and driveways. This work shall be done at locations listed and in accordance with the specifications included in this document.

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

Office of the City Engineer, Pekin City Hall, 111 Capitol Street, Pekin, IL, Phone number 309-478-5399. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to jaesker@ci.pekin.il.us.

2. ☒ Prequalification

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

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

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

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

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

PROPOSAL

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

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	20-00193-00-RS	FAP 693 (Court Street)

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
R. A. Cullinan & Son, a Div. of UCM, Inc.		
Signature		Date
		5-18-21
Title		
Vice President		
Business Address		
121 W Park St. PO Box 166		
City	State	Zip Code
Tremont	IL	61568

Insert Names of Officers

President
Robert W. Bruner

Attest:



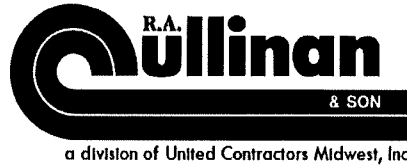
Assit. Corp Secretary

Secretary

Allen D. Cullinan

Treasurer

Allen D. Cullinan



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

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

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

Quote To: City of Pekin

Job Name: Pekin Court Street

Project Location: Pekin Il

Date of Plans:

Bid Date: 05/18/2021

FSA: 051821PEKCR

Addendum: Addendum (A)

Attn: Josie Esker, P.E.

Phone:

Mobile:

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	1,909.00	CY	46.16	88,119.44
20800150	TRENCH BACKFILL	103.00	CY	46.50	4,789.50
21101615	TOPSOIL F & P 4	793.00	SY	10.27	8,144.11
21101645	TOPSOIL F & P 12	1,884.00	SY	19.50	36,738.00
21400100	GRADING & SHAPE DITCH	200.00	LF	8.91	1,782.00
28000500	INLET & PIPE PROTECT	15.00	EA	151.00	2,265.00
28000510	INLET FILTERS	33.00	EA	352.00	11,616.00
28100105	STONE RIPRAP CL A3	18.00	SY	101.95	1,835.10
31101100	SUB GRAN MAT B	2,253.00	CY	92.85	209,191.05
35300110	PCC BSE CSE 6 1/2	3,191.00	SY	38.10	121,577.10
35400100	PCC BSE CSE WID 6	1,867.00	SY	41.45	77,387.15
40201000	AGGREGATE-TEMP ACCESS	641.00	TON	25.50	16,345.50
40600295	P BIT MATLS TACK CT	22,740.00	LB	1.98	45,025.20
40600982	HMA SURF REM BUTT JT	1,636.00	SY	22.45	36,728.20
40603235	P HMA BC IL 19.0 N70	3,887.00	TON	136.70	531,352.90
40604162	P HMA SC IL-9.5 D N70	3,130.00	TON	148.17	463,772.10
40800050	INCIDENTAL HMA SURF	101.00	TON	330.05	33,335.05
42001300	PROTECTIVE COAT	3,906.00	SY	0.01	39.06
42300300	PCC DRIVEWAY PAVT 7	1,429.00	SY	68.10	97,314.90
42400100	PC CONC SIDEWALK	5,487.00	SF	6.87	37,695.69
42400800	DETECTABLE WARNINGS	101.00	SF	26.28	2,654.28
44000100	PAVEMENT REMOVAL	2,657.00	SY	18.75	49,818.75
44000157	HMA SURF REM 2	17,057.00	SY	5.75	98,077.75
44000158	HMA SURF REM 2 1/4	6,248.00	SY	6.25	39,050.00
44000200	DRIVEWAY PAVT REM	1,580.00	SY	16.45	25,991.00
44000500	COMB C&G REMOVAL	2,981.00	LF	7.14	21,284.34
44000600	SIDEWALK REMOVAL	716.00	SF	1.98	1,417.68
44003100	MEDIAN REMOVAL	39,183.00	SF	2.98	116,765.34
44200132	PVMT PATCH, T2, 11"	14.00	SY	277.00	3,878.00
44201335	CLASS C PATCH, T4, 8"	65.00	SY	124.88	8,117.20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50800205	REINF BARS, EPOXY CTD	11,250.00	LB	2.70	30,375.00
54213657	PRC FLARED END SEC 12"	1.00	EA	1,888.54	1,888.54
54248510	CONCRETE COLLAR	0.40	CY	3,524.48	1,409.79
550A0050	SS, CLASS A, T1, 12"	160.00	LF	99.00	15,840.00
550A0090	SS, CLASS A, T1, 18"	27.00	LF	122.93	3,319.11
550A0380	SS, CLASS A, T2, 18"	53.00	LF	105.60	5,596.80
55100500	SS REMOVAL 12"	24.00	LF	35.24	845.76
55100900	SS REMOVAL 18"	189.00	LF	27.48	5,193.72
60240310	INLETS, TB, T11 F&G	8.00	EA	2,499.91	19,999.28
60255500	MANHOLES TO BE ADJ	3.00	EA	1,939.88	5,819.64
60260100	INLETS TO BE ADJ	9.00	EA	412.46	3,712.14
60260400	INL TO BE ADJ W/N T1F,CL	2.00	EA	936.17	1,872.34
60261300	INL TO BE ADJ W/N T11 F&G	2.00	EA	1,122.65	2,245.30
60500060	REMOVING INLETS	16.00	EA	399.54	6,392.64
60603500	COMB CONC C&G, TB-6.06	25.00	LF	122.40	3,060.00
60603800	COMB CONC C&G, TB-6.12	6,254.00	LF	33.90	212,010.60
60604400	COMB CONC C&G, TB-6.18	90.00	LF	83.39	7,505.10
60605000	COMB CONC C&G, TB-6.24	1,001.00	LF	32.09	32,122.09
60619600	CONC MEDIAN, TSB-6.12	779.00	SF	27.44	21,375.76
67100100	MOBILIZATION	1.00	LSUM	77,047.00	77,047.00
70107025	CHANGE MESSAGE SIGN	120.00	CALD	52.50	6,300.00
72000100	SIGN PANEL - TY 1	18.00	SF	15.16	272.88
73000100	WOOD SIGN SUPPORT	48.00	LF	7.84	376.32
78009000	MOD URE PVMT MARK - L&S	905.00	SF	11.55	10,452.75
78009004	MOD URE PVMT MARK - L 4"	15,530.00	LF	0.84	13,045.20
78009006	MOD URE PVMT MARK - L 6"	1,190.00	LF	2.36	2,808.40
78009008	MOD URE PVMT MARK - L 8"	6,774.00	LF	3.15	21,338.10
78009012	MOD URE PVMT MARK - L 12"	1,209.00	LF	5.51	6,661.59
78009024	MOD URE PVMT MARK - L 24"	199.00	LF	17.85	3,552.15
78300201	PVMT MARK REM - GRINDING	337.00	SF	8.40	2,830.80
81400200	HEAVY-DUTY HANDHOLE	1.00	EA	2,625.00	2,625.00
81400700	HANDHOLE, PCC	1.00	EA	2,100.00	2,100.00
89502380	REMOVE EX HANDHOLE	5.00	EA	605.61	3,028.05
K0012990	PER PL,ORN TYPE, GAL POT	29.40	UNIT	1,680.00	49,392.00
K0012993	P PL, ORN TYPE, 3-GAL POT	8.30	UNIT	3,465.00	28,759.50
K1005481	SHRED BARK MULCH 3"	1,884.00	SY	7.35	13,847.40
Z0010615	CLEANING EX INLETS	1.00	EA	479.80	479.80
Z0013798	CONSTRUCTION LAYOUT	1.00	LSUM	16,059.75	16,059.75
Z0034105	MAT TRANSFER DEVICE	3,130.00	TONS	5.11	15,994.30
Z0056670	SS, T2, WM QUAL PIPE, 18"	111.00	LF	154.08	17,102.88
Z0076604	TRAINEE TRAIN PROG GRAD	750.00	HOURL	15.00	11,250.00
X0322584	REVTMENT MAT REMOVAL	18.00	SY	33.65	605.70
X6020082	INLETS, TYPE G-1	2.00	EA	5,780.96	11,561.92
X7010216	TRAFFIC C&P, (SPECIAL)	1.00	LSUM	72,791.25	72,791.25
X8140115	HANDHOLE TO BE ADJ	1.00	EA	2,100.00	2,100.00
XX006343	SEEDING (COMPLETE)	1,493.00	SY	2.57	3,837.01

Attachment: Exhibit B - Court Street Rehab Contract (2601 : Resolution No. 260- 21/22 Award Construction Contract for Court Street to UCM)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
XX006498	COMB C&SW 4" (SPECIAL)	265.00	SF	15.30	4,054.50
XX006529	CONC C&G END OUT SPEC	4.00	EA	1,118.49	4,473.96
GRAND TOTAL					2,977,439.21

NOTES:

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

Tom Wall

R. A. Cullinan & Son

a division of United Contractors Midwest, Inc.

Signed

Thomas C Wall

Signed _____

Date

5-18-21

Date

Addendum "A" acknowledged TTW.


**Illinois Department
of Transportation**
Schedule of Prices


Contractor's Name

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

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

Route(s) (Street/Road Name)

FAP 693 (Court Street)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	1,909		
20800150	TRENCH BACKFILL	CU YD	103		
21101615	TOPSOIL F & P 4	SQ YD	793		
21101645	TOPSOIL F & P 12	SQ YD	1,884		
21400100	GRADING & SHAP DITCH	FOOT	200		
28000500	INLET & PIPE PROTECT	EACH	15		
28000510	INLET FILTERS	EACH	33		
28100105	STONE RIPRAP CL A3	SQ YD	18		
31101100	SUB GRAN MAT B	CU YD	2,253		
35300110	PCC BSE CSE 6 1/2	SQ YD	3,191		
35400100	PCC BASE CSE W 6	SQ YD	1,867		
40201000	AGGREGATE-TEMP ACCESS	TON	641		
40600295	P BIT MATLS TACK CT	POUND	22,740		
40600982	HMA SURF REM BUTT JT	SQ YD	1,636		
40603235	P HMA BC IL19.0 N70	TON	3,887		
40604162	P HMA SC IL-9.5 D N70	TON	3,130		
40800050	INCIDENTAL HMA SURF	TON	101		
42001300	PROTECTIVE COAT	SQ YD	3,906		
42300300	PCC DRIVEWAY PAVT 7	SQ YD	1,429		
42400100	PC CONC SIDEWALK 4	SQ FT	5,487		
42400800	DETECTABLE WARNINGS	SQ FT	101		
44000100	PAVEMENT REM	SQ YD	2,657		
44000157	HMA SURF REM 2	SQ YD	17,057		
44000158	HMA SURF REM 2 1/4	SQ YD	6,248		
44000200	DRVWY PVMT REMOVAL	SQ YD	1,580		

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell		20-00193-00-RS		FAP 693 (Court Street)
Item Number	Items	Unit	Quantity	Unit Price	Total	
44000500	COMB C&G REMOVAL	FOOT	2,981			
44000600	SIDEWALK REMOVAL	SQ FT	716			
44003100	MEDIAN REMOVAL	SQ FT	39,183			
44200132	PVMT PATCH, T11, 11"	SQ YD	14			
44201335	CLASS C PATCH, TIV, 8"	SQ YD	65			
50800205	REINF BARS, EPOXY CTD	POUND	11,250			
54213657	P R CONC FL END SEC 12"	EACH	1			
54248510	CONCRETE COLLAR	CU YD	0.4			
550A0050	SS, CLASS A, T1 12"	FOOT	160			
550A0090	SS, CLASS A, T1 18"	FOOT	27			
550A0380	SS, CLASS A, T2 18"	FOOT	53			
55100500	SS REMOVAL 12"	FOOT	24			
55100900	SS REMOVAL 18"	FOOT	189			
60240310	INLETS, TB, T11 F&G	EACH	8			
60255500	MANHOLES TO BE ADJ	EACH	3			
60260100	INLETS TO BE ADJ	EACH	9			
60260400	INL TO BE ADJ W/ N T1 F, CL	EACH	2			
60261300	INL TO BE ADJ W/ N T11 F&G	EACH	2			
60500060	REMOVING INLETS	EACH	16			
60603500	COMB CONC C&G, TB-6.06	FOOT	25			
60603800	COMB CONC C&G, TB-6.12	FOOT	6,254			
60604400	COMB CONC C&G, TB-6.18	FOOT	90			
60605000	COMB CONC C&G, TB-6.24	FOOT	1,001			
60619600	CONC MEDIAN, TSB-6.12	SQ FT	779			
67100100	MOBILIZATION	L SUM	1			
70107025	CHANGE MESSAGE SIGN	CAL DA	120			
72000100	SIGN PANEL - TYPE 1	SQ FT	18			
73000100	WOOD SIGN SUPPORT	FOOT	48			
78009000	MOD URE PVMT MARK - L&S	SQ FT	905			
78009004	MOD URE PVMT MARK - L 4"	FOOT	15,530			
78009006	MOD URE PVMT MARK - L 6"	FOOT	1,190			
78009008	MOD URE PVMT MARK - L 8"	FOOT	6,774			
78009012	MOD URE PVMT MARK - L12"	FOOT	1,209			
78009024	MOD URE PVMT MARK - L24"	FOOT	199			
78300201	PVMT MARK REM - GRINDIN	SQ FT	337			
81400200	HEAVY-DUTY MANHOLE	EACH	1			
81400700	HANDHOLE, PCC	EACH	1			
89502380	REMOVE EX HANDHOLE	EACH	5			
K0012990	PER PL, ORN TYPE, GAL POT	UNIT	29.4			
K0012993	P PL, ORN TYPE, 3-GAL POT	UNIT	8.3			
K1005481	SHRED BARK MULCH 3"	SQ YD	1,884			
Z0010615	CLEANING EX INLETS	EACH	1			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1			
Z0034105	MAT TRANSFER DEVICE	TON	3,130			
Z0056670	SS, T2, WM QUAL PIPE, 18"	FOOT	111			
Z0076604	TRAINEE TRAIN PROG GRAD	HOURL	750			

1

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Pekin		Tazewell		20-00193-00-RS		FAP 693 (Court Street)
X0322584	REVTMENT MAT REMOVAL	SQ YD	18			
X6020082	INLETS, TYPE G-1	EACH	2			
X7010216	TRAFFIC C&P, (SPECIAL)	L SUM	1			
X8140115	HANDHOLE TO BE ADJ	EACH	1			
XX006343	SEEDING (COMPLETE)	SQ YD	1,493			
XX006498	COMB C&SW 4" (SPECIAL)	SQ FT	265			
XX006529	CONC C&G END OUT SPEC	EACH	4			
Bidder's Total Proposal						\$0.00

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



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS

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

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

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

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

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

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

Principal

Company Name

Signature

Date

By:

Title

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

Surety

Name of Surety

Signature of Attorney-in-Fact

Date

By:

STATE OF IL
COUNTY OF

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

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

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

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

(SEAL)

Notary Public Signature

Date commission expires _____



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

7.8.b



Local Public Agency

City of Pekin

County

Tazewell

Section Number

20-00193-00-RS

WE, R.A. Cullinan & Son, A Division of UCM, Inc.

Travelers Casualty & Surety Company of America

as PRINCIPAL, and

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

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 18th of May, 2021

Day Month and Year

Principal

Company Name

R.A. Cullinan & Son, A Division of UCM, Inc.

Signature

By: Thomas T. Wall 5-18-21

Date

Title

Thomas T. Wall, Vice President

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

Company Name

Signature

By:

Date

Title

Surety

Name of Surety

Travelers Casualty & Surety Company of America

Signature of Attorney-in-Fact

By:

Date

Kathy Betteridge

5-18-21

STATE OF IL
COUNTY OF TAZEWELL

I Amy E. Ries

Thomas T. Wall and Kathy Betteridge

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

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

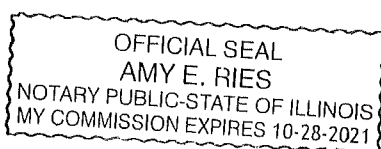
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for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

Given under my hand and notarial seal this 18th day of May, 2021

Day

Month and Year

(SEAL)



Notary Public Signature

Amy E. Ries

Date commission expires 10/28/21

Attachment: Exhibit B - Court Street Rehab Contract (2601 : Resolution No. 260- 21/22 Award Construction Contract for Court Street to UCM)

Local Public Agency	County	Section Number
City of Pekin	Tazewell	20-00193-00-RS

ELECTRONIC BOND

☐ Electronic bid bond is allowed (box must be checked by LPA 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 LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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Company/Bidder Name

[illegible]

Signature

[illegible]

Date _____

DATE	_____
------	-------

Title

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Illinois Department of Transportation

Affidavit of Availability For the Letting of 03/23/21



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

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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



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

May 18, 2021

Local Agency: Tazewell County—City of Pekin

United Contractors Midwest, Inc. and all of its divisions request to forego filing the required Affidavit of Availability under 44 IL Administrative Code Section 21-00193-00-RS for Court Street for the local roads letting.

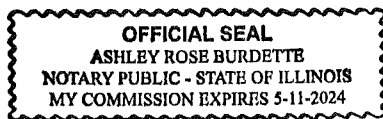
If you have any questions, you may contact Ms. Tara Elston, Illinois Department of Transportation, Springfield, IL. Thank you for your cooperation.

Sincerely,

Thomas T. Wall
Vice President

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

Given under my hand and Notarial Seal this 18th day of May, 2021,



Notary Public

(SEAL)

ucm.biz

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

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

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

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

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



JOHN F. BRYAN
PRESIDENT - CIVIL RIGHTS
PROGRESSIVE LEADERS IN MINORITY
PROGRESSIVE LEADERS IN MINORITY



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 1284

R. A. Cullinan & Son, a Division of United Contractors Midwest, Inc.
P. O. Box 166 Tremont, IL 61568-0166

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

SUPER UNLIMITED

001	EARTHWORK	Unlimited	08A	AGGREGATE BASES & SURF. (A)	\$20,075,000
002	PCC PAVING	Unlimited	09C	HWY., R.R. & WATERWAY STR.	\$19,350,000
003	HMA PLANT MIX	Unlimited	15A	COVER & SEAL COATS (A)	\$14,500,000
006	CLEAN & SEAL CRACKS/JOINTS	\$450,000			
007	SOIL STABILIZATION & MOD.	\$575,000			
012	DRAINAGE	\$12,875,000			
017	CONCRETE CONSTRUCTION	\$23,875,000			
018	LANDSCAPING	\$75,000			
021	TREE TRIM. & SEL. TREE REM.	\$475,000			
022	FENCING	\$50,000			
023	GUARDRAIL	\$250,000			
026	SIGNING	\$225,000			
031	PAVT. TEXTUR. & SURF. REM.	\$1,300,000			
032	COLD MILL.PLAN. & ROTOMILL	\$23,250,000			
034	DEMOLITION	\$2,275,000			

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/7/2021 TO 4/30/2022 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 4/7/2021.

Tim Bell

Engineer of Construction

Part III. Work Subcontracted to Others.

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

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

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

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

Officer or Director

Title

Signature

Date

----------------------	----------------------

Company

Address

City

State

Zip Code

----------------------	----------------------	----------------------

☐ Add pages for additional contracts

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)



Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Court Street (FAP 693)	20-00193-00-RS

All contractors are required to complete the following certification

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

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See Attached

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

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

Bidder R. A. Cullinan & Son, a Div. of UCM, Inc. Title Vice President Address 121 W Park St. PO Box 166	Signature Date 5-18-21	
City Tremont	State IL	Zip Code 61568



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

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

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

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

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

UCM SUBCONTRACTED WORK TYPE LISTED PER PARAGRAPH "K"

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

ucm.biz

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

IL--Springfield
3151 Robbins Rd (62704)
P.O. Box 13420
Springfield, IL 62791
217-544-6192

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

IL--Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0991

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





**Illinois Department
of Transportation**

Affidavit of Illinois Business Office



Local Public Agency City of Pekin	County Tazewell	Street Name/Road Name Court St. (FAP 693)	Section Number 20-00193-00-RS
--------------------------------------	--------------------	--	----------------------------------

I, Thomas T. Wall of Tremont, Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

Signature <u>Thomas T. Wall</u>	Date <u>5-18-21</u>
Print Name of Affiant <u>Thomas T. Wall</u>	

Notary Public

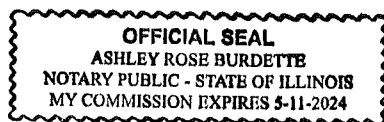
State of IL

County Tazewell

Signed (or subscribed or attested) before me on 5/18/2021 by
(date)

Thomas T. Wall, authorized agent(s) of
(name/s of person/s)

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



(SEAL)

Signature of Notary Public

<u>Ashley Rose Burdette</u>
My commission expires <u>5-11-2024</u>

As a condition of award, the contractor shall provide a copy of the contract to the City of St. Louis, Missouri, for its records.

The contractor shall provide a copy of the contract to the City of St. Louis, Missouri, for its records.

RETURN WITH BID

SUB-CONTRACTOR UTILIZATION STATEMENT**Section I (select all that apply)**

☒ MBE/WBE Subcontractor(s) will be utilized on this project
☐ Non MBE/WBE Subcontractor(s) will be utilized on this project

Section II: Prime Contractor**Project**

Name: R.A. Cullinan & Son, a div. of U.C.M., Inc.

Address: 121 W. Park St., Tremont, IL 61568-0166

Phone: (309) 925-2711

Contact Person: Thomas T. Wall

Email: tom.wall@ucm.biz

Name: Court Street Rehab. Pekin

Total Contract Value: \$2,977,439.21

Ownership Status: MBE ☐ WBE ☐ M/WBE ☐ Non-M/WBE ☒**Section III: Selected Subcontractors**

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Midwest Construction Services	WBE	\$75,943.48	2.55%	Traffic Control, Message Board, Sign Panel & Support
Central Illinois Consulting, Inc.	WBE	\$15,295.00	0.51%	Construction Layout
Central Landscaping	Non M/WBE	\$91,275.85	3.07%	Seeding, Plantings, & Bark Mulch
Alexander Brothers Construction Corp.	MBE	\$258,717.23	8.69%	Partial Earth Excavation & Subbase Granular
D2K Traffic Safety, Inc.	MBE	\$57,804.75	1.94%	Pavement Markings & Removal-Grinding
Laser Electric	Non M/WBE	\$7,000.00	0.24%	Electrical Work
Beer Brothers	Non M/WBE	\$64,549.69	2.17%	Concrete Sawing for Removal Items
Totals		\$570,586.00	19.16%	

*If more than seven firms are utilized, please copy the form and attach the additional information.

Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
Buddy's Ground Maintenance	Seeding, Plantings, & Bark Mulch	\$102,598.59 more than Non M/WBE quote
Varsity Striping and Construction Company	Pavement Markings & Removal-Grinding	\$16,842.77 higher than D2K (MBE)

*If more than seven firms submitted quotes, please copy the form and attach the additional information.

-----Continues on next page-----

RETURN WITH BID

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
Earthcare	phone	Said that we not quoting
Phoenix Corporation of the Quad Cities	email	No response provided
Precision Pavement Markings	email and phone call	No quote provided
Davidson Construction Supply	email and phone call	No quote provided
S.K. Davison	email and phone call	No quote provided

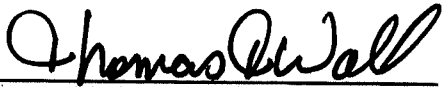
*If more than six firms were contacted, please copy the form and attach the additional information

Section IV

The City of Pekin is committed to promoting equal opportunity and has established the following subcontractor utilization goals for this construction projects: 15% MBE and 4% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

This form must be completed and submitted with bid proposals. ALL subcontractors intended for use on this project shall be listed in the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.



Signature of Prime Contractor

5/18/2021

Date



Illinois Department of Transportation

Subcontractor Registration Number 10016

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V Manufacturer Supplier (60%) Subcontractor x Trucking

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
X7010216	Traffic C&P (Special 701701, 701602)	1.00	\$69,325.00	\$69,325.00
70107025	Changeable Msg Sign	120.00	\$50.00	\$6,000.00
72000100	Sign Panel Type 1	18.00	\$14.44	\$259.92
73000100	Wood Sign Support	48.00	\$7.47	\$358.56
				\$ 0.00
				\$ 0.00
Total				\$75,943.48

(3) Partial Payment Items (For any of the above items which are partial pay items)
Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor 1st Tier 2nd Tier

Date 5/18/2021
Contact Person Thomas T. Wall
Title Vice President
Firm Name R.A. Cullman & Son, a Div. of United Contractors Midwest, Inc.
Address P.O. Box 168
City/State/Zip Tremont, IL 61568
Phone 809-625-2711
Email Address tom.wall@ucm.biz

Robert Yoder
Signature for DBE Firm 1st Tier 2nd Tier

Date 5/17/2021
Contact Person Robert Yoder
Title General Manager
Firm Name Midwest Construction Services
Address 4200 S Ricketts Ave
City/State/Zip Bartonville, IL 61607
Phone 309.697.1000
Email Address ryoder@mcstraffic.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E
WC



Illinois Department of Transportation

 Subcontractor Registration Number 14258

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

 Please indicate: J/V ☐ Manufacturer ☐ Supplier (60%) ☐ Subcontractor ☒ Trucking ☐

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
Z0013798	Construction Layout	1.00	\$15,295.00	\$15,295.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total				\$15,295.00

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:

*Applies to trucking only.

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor ☐ 1st Tier ☐ 2nd Tier

 Date 5/18/2021

 Contact Person Thomas T. Wall

 Title Vice President

 Firm Name R.A. Cullen & Son, a Div. of United Contractors Midwest, Inc.

 Address P.O. Box 168

 City/State/Zip Tremont, IL 61789

 Phone 309-825-2711

 Email Address tom.wall@ucm.biz

Jessica Youngman
Signature for DBE Firm ☒ 1st Tier ☐ 2nd Tier

 Date 05/17/2021

 Contact Person Jessica Youngman

 Title President

 Firm Name Central Illinois Consulting, Inc.

 Address 121 S. Jefferson

 City/State/Zip Washburn, IL 61570

 Phone 309-383-3156

 Email Address Youngman@mtco.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

 E ☐

 WC ☐



Illinois Department of Transportation

Subcontractor Registration Number 10677

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please Indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor X Trucking _____

Pay Item No.	Description (Anticipated Items for trucking)*	Quantity	Unit Price	Total
20200100	Earth Excavation	1,909	\$31.16	\$59,484.44
31101100	Subbase Granular Material Type B	2,253	\$88.43	\$199,232.79

Total \$258,717.23

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

Earth Excavation is partial pay item. Will only be doing the excavation work. Does not include placement behind the curb.

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Thomas T. Wall
Signature for Contractor X 1st Tier _____ 2nd Tier _____

Allester Alexander
Signature for DBE Firm X 1st Tier _____ 2nd Tier _____

Date 5/18/2021
Contact Person Thomas T. Wall
Title Vice President
R.A. Cullinan & Son, a Div. of
Firm Name United Contractors Midwest, Inc.
Address P.O. Box 166
Tremont, IL 61568
City/State/Zip
Phone 309-925-2711
Email Address tom.wall@ucm.biz

Date May 18, 2021
Contact Person Allester Alexander
Title President
Firm Name Alexander Brothers Const. Corp.
Address P. O. Box 1508
City/State/Zip Peoria, IL 61655
Phone 309-648-1590
Email Address abrosconst@aol.com

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

E _____
WC _____

DBE Participation Statement

Letting 5/18/2021_____

Item No. _____

Contract No. 20-00193-00-RS

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor X Trucking _____

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
	SEE ATTACHED			
			Total	

Thomas Wolf

Signature for DBE Firm X 1st Tier 2nd Tier

Signature for DBE Firm ☒ 1st Tier ☐ 2nd Tier

Date 5/17/2021

Contact Person Mark Long

Title President

Firm Name **D2K Traffic Safety, Inc.**

Address 1505 Frontenac Rd

City/State/Zip Naperville, IL 60563

Phone 630-488-1068

Email Address marklong@d2ktraffic.com

E

WC

Mark Long
630-488-1068
marklong@d2ktraffic.com
CITY OF PEKIN
COURT STREET REHABILITATION

Letting Date:	5/18/2021
Item #:	
Completion Date:	
Working Days	115

[illegible]

PACKAGED QUOTE PLEASE CALL D2K TRAFFIC TO DISCUSS BEFORE SPLITTING OUT ANY ITEMS FROM PACKAGE

A COPY OF THE GENERAL CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS WILL BE REQUIRED UPON EXECUTION OF THE SUBCONTRACT

*DOCUMENTATION OF EXISTING PAVEMENT MARKINGS (IF REQUIRED) WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Bruce Marston, Finance Director

AGENDA ITEM: Resolution No. 261-21/22 TCHD Linkage Agreement

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This linkage agreement established between the Tazewell County Health Department and City of Pekin School Bus Department serves to confirm our agreement regarding the Teen REACH program from July 1, 2021 through June 30, 2022. The goal of the Teen REACH program is to expand the range of choices and opportunities that enable, empower and encourage youth to achieve positive growth and development, improve expectations and capacities for future success, and avoid and/or reduce risk-taking behavior.

We have been operating in cooperation with TCHD since 2010 for this program. It serves the students in Pekin and has been well received by the school districts.

Staff recommends approval.

FINANCIAL IMPACT:

Amount:
 Line Item: 501-501-450012
 Budgeted Amount: \$428,424
 Remaining Funds: \$428,424

IMPACT IF APPROVED: Students will continue to be transported through this program

IMPACT IF DENIED: TCHD will have to seek other transportation resources to meet their obligation

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Finance Director

5/19/2021

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2021

Date:

**Linkage Agreement
between
Tazewell County Health Department
and
City of Pekin School Bus Department**

This linkage agreement established between the Tazewell County Health Department and City of Pekin School Bus Department serves to confirm our agreement regarding the Teen REACH program from July 1, 2021 through June 30, 2022. The goal of the Teen REACH program is to expand the range of choices and opportunities that enable, empower and encourage youth to achieve positive growth and development, improve expectations and capacities for future success, and avoid and/or reduce risk-taking behavior.

Whereas the Department of Human Services Teen REACH requires a signed Linkage Agreement, both parties agree upon the following:

Tazewell County Health Department agrees:

- To support City of Pekin School Bus Department by utilizing their transportation services for fees agreed upon by both parties.
- City of Pekin Bus services will be utilized for off-site enrichment activities and special events/field trips.
- To give adequate notice of any necessary schedule change.

City of Pekin School Bus Department agrees:

- To provide transportation for afterschool activities occurring offsite.
- To give confirmation upon request including approximate pick-up times.
- To give adequate notice of any necessary schedule change.

This agreement shall be effective when signed by both parties.

City of Pekin Mayor

Date

Tazewell County Health Dept. Representative

Date



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Bruce Marston, Finance Director

AGENDA ITEM: Resolution No. 262-21/22 Tyler Technology 4G Conversion Amendment

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Tyler Technologies is requesting an amendment to the recently adopted contract for the Versatrans system to phase out existing 3G technology on the City's school buses, which will stop working in February of 2022. New 4G hardware is vital to the operations of the Bus Department for GPS location, vehicle diagnostic reporting to the Fleet Manager, routing, and other essential business functions of the Bus Department.

Staff recommends approval.

FINANCIAL IMPACT: \$8,202

Requested Amount: \$8202
 Line Item: 501-501-599801
 Budgeted Amount: \$71,000
 Remaining Funds: \$11,000

IMPACT IF APPROVED: Continued normal function of the Bus Department

IMPACT IF DENIED: Loss of communication between on-road vehicles, bus management, and fleet maintenance.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

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

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):**Bruce Q Marston**

Bruce Q Marston, Finance Director

5/19/2021

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

5/20/2021

Date:

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2021 by and between Tyler Technologies, Inc. with offices at 11 Cornell Road, Latham, New York 12110 ("Tyler") and the Pekin City School with offices at 1130 Koch Street, Pekin, Illinois 61554 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 8, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The products and services in the attached quote, incorporated into this agreement as Exhibit 1, are hereby added to the Agreement.
2. Payment Terms for the items added to the Agreement pursuant to Article 1 of this Amendment shall be as follows:
 - a. Tyler will invoice Client fees for Hardware and Other Services upon shipment to the Client location.
 - b. Hardware Maintenance for the replacement units set forth in Exhibit 1 shall replace ninety-two (92) units of current Hardware Maintenance. The term of Maintenance and fees will remain unchanged.
 - c. Client acknowledges that Hardware set forth in Exhibit 1 is replacing Hardware units with serial numbers listed in Exhibit 2.
 - d. Tyler will invoice Client fees for Services as provided.
 - e. Payment is due within thirty (30) days of the invoice date.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms and attachments of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Pekin City School

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1a: Software Investment Summary for Pekin City School
prices are valid until August 3 2021

Services		Quantity	Price	Extended	This Year Total	
Project Management (hours) (1),(2)		4	\$175.00	\$700.00	\$700.00	USD
Subtotal: Application Services				\$700.00	\$700.00	USD
Telematics		Quantity	Price	Extended	This Year Total	
Devices						
GO9-Verizon	Single-mode LTE GO9 device for the Verizon network	92	\$70.00	\$6,440.00	\$6,440.00	USD
Subtotal: Devices					\$6,440.00	USD
Support and Maintenance						
GO9-Verizon-1	Verizon, US, All I/Os or use of telematics	92	Replacement units - no change in term or fee			
Subtotal: Support and Maintenance					\$0.00	USD
Accessories						
SPR-INSTALLBAG	Mounting bracket and material for GOX. Includes 2 zip ties, 2 screws, and double-sided tape for the bracket for installation purposes.	92	\$5.50	\$506.00	\$506.00	USD
SHIPPING	Shipping and Handling	1	\$556.00	\$556.00	\$556.00	USD
Subtotal: Accessories					\$1,062.00	USD

Total One-Time Fees: **\$8,202.00** USD
Total Recurring Fees **: USD

** Subject to annual increase after Year 3

Tyler reserves the right to substitute hardware of equal or greater value for the same price

¹ Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs

² Training Classes are limited to 5 persons and are delivered in 2 hour increments

Quote prepared on May 05, 2021

Signature

Attachment: Tyler Amendment (2600 : Resolution No. 262-21/22 Tyler Technology 4G Conversion Amendment)

Exhibit 2

GPS Serial Numbers for Replacements:

G69120CCC5BA; G6AB20CCC580; G65520CCC57E; G71120D28B6A; G70620D4F101; G70A20D4F10D;
 G78B20D4EE91; G7EA20D4F0EE; G70120D56197; G70120D5ED1B; G70420D56192; G70520D5ED1F;
 G70620D5E71A; G70720D56191; G70A20D5619C; G70F20D5E01A; G71420D56182; G71A20D5E807;
 G71B20D5618D; G71C20D5618A; G71E20D56188; G71F20D56189; G72620D5EC3F; G72B20D5E836;
 G72C20D5E039; G72C20D5E831; G72E20D5E63D; G73120D5E72D; G73220D5E027; G73520D561A3;
 G73520D5E828; G73920D5E824; G73C20D5E029; G74520D5EC5C; G74920D560DC; G74F20D5ED55;
 G75320D5E046; G75420D55FC0; G75620D5ED4C; G75A20D5E847; G75A20D5ED40; G76920D5E67A;
 G77120D5EC68; G77320D5EC6A; G77C20D5149D; G78120D5E89C; G78120D5EC98; G78320D5EC9A;
 G78F20D5E892; G79320D55F07; G79320D5E88E; G79520D5EC8C; G79620D5DF82; G79820D5600D;
 G79A20D5DDB0; G79D20D5E781; G7A220D5ECBB; G7A320D5E5B1; G7A420D5E8B9; G7A420D5ECBD;
 G7A620D5E8BB; G7AF20D5E5BD; G7B720D5DFA3; G7B820D5E8A5; G7C020D5ECD9; G7C120D5ECD8;
 G7C520D5ECD8; G7CB20D5ECD2; G7CF20D5E5DD; G7D020D5DFC4; G7D520D5ECCC; G7D620D5ECCF;
 G7DA20D5E8C7; G7DF20D5ECC6; G7E120D5E7FD; G7E320D56175; G7E420D56071; G7E420D5ECFD;
 G7E720D5ECFE; G7E820D5DFFC; G7EA20D5DFFE; G7F020D56166; G7F220D5DDD8; G7F920D5ECE0;
 G7FB20D5DFEF; G7FB20D5ECE2; G7FC20D5616A; G7FE20D56168; G73B20D5E628; G7B120D5DFA5;
 G7CE20D5ECD7; and G7D920D5ECC0.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 263-21/22 Intergovernmental Agreement with Cincinnati Township Annexation on Karo St

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: At its March 8, 2021 meeting the City Council approved a petition to annex 1704 and 1706 Karo Street (the “Properties”) in Cincinnati Township. Half of the road in front of the Properties is the City’s responsibility to maintain for improvements. However, the Cincinnati Township Road District is amenable to undertake other maintenance activities in this area. The attached intergovernmental agreement has therefore been drafted to outline shared maintenance of this area of road. Pertinent highlights of the agreement include the following:

TERM: the agreement is in effect until either party provides notice of termination.

MAINTENANCE: the Road District will assume the general maintenance of that portion of Karo Street directly in front of and adjacent to the Properties, on a schedule commensurate with the Road District’s maintenance of similarly situated and travelled streets owned by the Road District. For purposes of the Agreement, “general maintenance” shall include snow removal, the application of salt, and mowing.

IMPROVEMENTS: The City will assume the responsibility for all repairs and improvements that are necessary for that portion of Karo Street directly in front of and adjacent to the Properties. Prior to commencing repairs, improvements, or maintenance on any portion of Karo Street that abuts that portion of Karo Street directly in front of and adjacent to the Properties, the Road District shall notify the City and provide an opportunity for the City to extend such repairs, improvement, or maintenance onto the City’s portion of Karo Street. The terms of any such extension shall be determined by separate agreement between the City and the Road District.

As this agreement helps to delineate street maintenance and improvement roles between the City and the Road District, staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: N/A
 Line Item: N/A
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Agreement with Cincinnati Road District is approved

IMPACT IF DENIED: Agreement with Cincinnati Road District is not approved

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2021

Date:

WHEREAS, on March 8, 2021, the City Council adopted Ordinance No. 2962-20/21, annexing the properties commonly known as 1704 and 1706 Karo Street (“Properties”) into the City; and

WHEREAS, the boundary of the annexed property extends to the far side and includes all of that portion of Karo Street directly in front of and adjacent to the Properties; and

WHEREAS, prior to the annexation of the Properties, the entirety of Karo Street was under the jurisdiction of and maintained by the Cincinnati Township Road District; and

WHEREAS, the portion of Karo Street on either side of the Properties remains under jurisdiction and control of the Road District; and

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois and Section 5 of the Illinois Intergovernmental Cooperation Act authorize state and local governing bodies to cooperate in the performance of their services and responsibilities by contract and other agreements, and to combine, transfer or share powers by contract and other agreements; and

WHEREAS, the City desires to enter into an intergovernmental agreement with the Road District, in substantially the form set forth in Exhibit A hereto, whereby the Road District will assist the City in the maintenance of Karo Street in front of the Properties, including the plowing of snow and application of salt and other routine and minor maintenance; and

WHEREAS, the City Council finds it is in the best interest of the City and the interests of the public health, safety and welfare to enter in to and agreement with the Road District to establish and set forth the respective rights and obligations of each party concerning the exchange of services for the maintenance of the Karo Street in front of the Properties.

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

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

Section 2. The Intergovernmental Agreement with the Cincinnati Township Road District is approved in substantially the form attached hereto as Exhibit A.

Section 3. The Mayor is authorized and directed to execute, and the City Clerk is directed to attest, the Intergovernmental Agreement attached hereto as Exhibit A, with such changes as the Mayor deems necessary and appropriate.

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

MAYOR

ATTEST:

CITY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEKIN AND CINCINNATI TOWNSHIP
FOR MAINTENANCE OF 1704 AND 1706 KARO STREET**

This Intergovernmental Agreement (this “Agreement”), made as of this _____ day of April, 2021, (the “Effective Date”), is entered into by and among the Cincinnati Township Road District (the “Road District”) and the City of Pekin (the “City”), hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, the Road District is unit of local government located within Tazewell County, Illinois; and

WHEREAS, the City is an Illinois municipal corporation located in Tazewell County, Illinois; and

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois and Section 5 of the Illinois Intergovernmental Cooperation Act authorize state and local governing bodies to cooperate in the performance of their services and responsibilities by contract and other agreements, and to combine, transfer or share powers by contract and other agreements; and

WHEREAS, on March 8, 2021 the City annexed the property more commonly known as 1704 and 1706 Karo Street, Pekin, Illinois (collectively referred to as the “Properties”); and

WHEREAS, the boundary of the annexed property extends to the far side and includes all of that portion of Karo Street directly in front of and adjacent to the Properties; and

WHEREAS, prior to the annexation of the Properties, the entirety of Karo Street was under the jurisdiction of and maintained by the Road District; and

WHEREAS, the portion of Karo Street on either side of the Properties remains under jurisdiction and control of the Road District; and

WHEREAS, the Road District wishes to assist the City in the maintenance of Karo Street in front of the Properties, including the plowing of snow and application of salt and other routine and minor maintenance; and

WHEREAS, the Road District and the City further consider it to be in their mutual interests and the interests of the public health, safety and welfare to enter in to this Agreement to establish and set forth the respective rights and obligations of each party concerning the exchange of services for the maintenance of the Karo Street in front of the Properties; and

WHEREAS, the Road District and the City have duly authorized their respective presiding officers to enter into and execute this Agreement; and

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Road District and the City hereby agree as follows:

SECTION I – INCORPORATION OF RECITALS

Section 1.01. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect.

SECTION II – OBLIGATIONS OF THE PARTIES

Section 2.01. Maintenance of 1704 and 1706 Karo Street, Pekin, Illinois. As of the Effective Date of this Agreement, the Road District will assume the general maintenance of that portion of Karo Street directly in front of and adjacent to the Properties, on a schedule commensurate with the Road District’s maintenance of similarly situated and travelled streets owned by the Road District. For purposes of this Agreement, “general maintenance” shall be limited to snow removal, the application of salt, and mowing.

Section 2.02. Improvements. The City will assume the responsibility for all repairs and improvements that are necessary for that portion of Karo Street directly in front of and adjacent to the Properties. Prior to commencing repairs, improvements, or maintenance on any portion of Karo Street that abuts that portion of Karo Street directly in front of and adjacent to the Properties, the Road District shall notify the City and provide an opportunity for the City to extend such repairs, improvement, or maintenance onto the City’s portion of Karo Street. The terms of any such extension shall be determined by separate agreement between the City and the Road District.

SECTION III – TERM

Section 3.01 This Agreement shall commence as of the Effective Date and continue until either party provides not less than one year’s written notice of termination.

SECTION IV – NOTICES

Section 4.01. Notices to Parties. Any notice, certificate, or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the Road District:

Cincinnati Township Road District
P.O. Box 508
South Pekin, IL 61564

If to the City:

City of Pekin
Attention: Mayor
111 S. Capitol Street
Pekin, IL 61554

with a copy to:

Katherine L. Swise
 Miller, Hall & Triggs, LLC
 416 Main St., #1125
 Peoria, IL 616023

Section 4.02. Changes. The Parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION V - MISCELLANEOUS PROVISIONS

Section 5.01. Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the Parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties in writing.

Section 5.02. Negotiated Agreement. This Agreement is the product of negotiation and preparation by and among the Parties. The Parties therefore expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another or their attorneys and will be construed accordingly.

Section 5.03. Mutual Assistance. The Parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

Section 5.04. Disclaimer. No provision of this Agreement, nor any act of the Road District or the City, or their governing authorities shall be deemed or construed by any of the Parties, or by third parties, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Road District or the City.

Section 5.05. Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

Section 5.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 5.07. No Personal Liability. The Parties acknowledge and agree that the individuals who are members of the corporate authorities of the Road District and the City are entering into this Agreement in their corporate capacities only and shall have no personal liability in their individual capacities.

Section 5.08. Indemnification.

A. The Road District shall defend, indemnify and hold harmless the City, their officers, agents, employees, and attorneys from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of or resulting solely from (1) the negligence, malfeasance, misfeasance of the Road District or its officers, agents or employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent or subcontractor of the Road District related to this Agreement.

B. The City shall defend, indemnify and hold harmless the Road District, its officers, agents, employees and attorneys, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of or resulting solely from (1) the negligence, malfeasance, misfeasance of the City or its officers, agents or employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent or subcontractor of the City related to this Agreement.

Section 5.09. Successors and Assigns. The terms of this Agreement shall be binding upon the Road District and the City only. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the Parties except as otherwise provided in this Agreement.

Section 5.10. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 5.11. Cooperation. The Parties, without further consideration, agree to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill their respective obligations.

Section 5.12. Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

Signatures on Following Page

CINCINNATI TOWNSHIP ROAD
DISTRICT

By: _____

Its: Highway Commissioner

Secretary, Cincinnati Township Road District

(CORPORATE SEAL)

CITY OF PEKIN

BY: _____
Its: Mayor

ATTEST:

City Clerk

(CORPORATE SEAL)



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 264-21/22 Comcast Franchise Agreement Renewal

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. 2005-95/96, the City previously entered into an agreement with Comcast for a nonexclusive franchise authorizing Comcast to construct and operate a Cable System in the Public Ways within the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed. The term of the original franchise agreement was for 25 years and ended December 31, 2020 (see attached for copy of the original agreement). Due to its age and changes to law, city staff and Comcast negotiated have been negotiating a new 10-year agreement. Many of the terms in the proposed agreement generally mirror the conditions of the former agreement. Below are pertinent highlights:

- **TERM:** The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date.
- **FRANCHISE FEES:** Comcast shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area
- **CONSTRUCTION & MAINTENANCE OF A CABLE SYSTEM:** Comcast shall comply with all generally applicable provisions of the City Code related to "Streets, Sidewalks and Other Public Property," as may be amended from time to time.
- **INITIAL SERVICE OBLIGATIONS:** As of the Effective Date of this Agreement, Comcast's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. Comcast shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Comcast shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.
- **GENERAL SERVICE OBLIGATIONS:** Comcast shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Comcast shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of Comcast's distribution cable (e.g., a Standard Installation).
- **SERVICE TO GOVERNMENTAL FACILITIES:** Comcast shall provide Basic Cable Service and one Digital Transport Adapter to one public facility specified in Attachment A.
- **PROGRAMMING:** cable programming services will be provided in the following broad categories:
 - Children
 - General Entertainment
 - Family Oriented
 - Ethnic/Minority
 - Sports
 - Weather

- Educational
- Arts, Culture and Performing Arts
- News & Information
- Channel 22 Cable Access Channel

FINANCIAL IMPACT:

Amount: 5% of gross revenues annually
 Line Item: 100-990-455003
 Budgeted Amount: \$440,000
 Remaining Funds: \$440,000

IMPACT IF APPROVED: New franchise agreement with Comcast is entered into.

IMPACT IF DENIED: New franchise agreement with Comcast is not entered into.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/17/2021

Mark A. Rothert

Mark A. Rothert, City Manager

5/18/2021

Date:

WHEREAS, pursuant to Section 621(a) of the Cable Act (47 USC ss 541(a)) and Section 11-42-11(a) of the Illinois Municipal Code (65 ILCS 5/11-41-11(a)), the City has the authority to enter into franchise agreements with cable system operators; and

WHEREAS, pursuant to such authority, the City entered into an agreement with Comcast in 1995 for a nonexclusive franchise to operate a cable system in the public ways within the City; and

WHEREAS, said agreement expired on December 31, 2020; and

WHEREAS, City staff has negotiated a new 10-year franchise agreement with Comcast, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City to enter into the renegotiated franchise agreement with Comcast.

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

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

Section 2. The franchise agreement with Comcast for operation of a cable system within the City of Pekin is approved in substantially the form as set forth in the attached Exhibit A.

Section 3. The Mayor is authorized and directed to execute, and the City Clerk is directed to attest, the franchise agreement as set forth in Exhibit A, with such changes as the Mayor deems necessary and appropriate.

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

MAYOR

ATTEST:

CITY CLERK

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF PEKIN
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Pekin, Illinois (hereinafter, the “City”) and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, “Grantee”) this____ day of _____, _____ (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the City’s home rule powers pursuant to Article 7, Section 6 thereof, and the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area, calculated in accordance with generally accepted accounting principles. Gross Revenue includes, but is not limited to, monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of

computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public Way" shall mean the surface of, and the space above and below, any sidewalk, street, alley, roadway, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"City" means the City of Pekin, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. _____ approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 5, Article 4 of the Pekin City Code, entitled "Streets, Sidewalks and Other Public Property," as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

3.4. Improvements to the Public Way. The Grantee agrees that it shall, upon sixty (60) days notice by the City and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, facilities, or equipment when required to do so by the City

because of public health, safety and welfare improvements as deemed necessary by the City. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other users of the Public Way.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide

notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. Grantee shall provide Basic Cable Service (or its current equivalent) and one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) to one outlet at the locations specified in Attachment A. The City shall notify Grantee of its election to be invoiced at standard rates for these services and equipment or to have the charges deducted from the franchise fee payment due the City. In the event the FCC's Third 621 Order is reversed on appeal (pending at the 6th Circuit at the time of this agreement) and that reversal becomes final, Comcast will provide the services set forth in this paragraph on a complimentary basis for the remaining term of the franchise. Additional services, equipment, and locations may be added at the City's expense upon request but shall not be complimentary.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the

close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

Subject to the limitations in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information) a disputed Franchise Fee that was not paid timely and is later found to have been owed shall be subject to the same costs and interest as if such fees were delinquent from the date originally due.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal/Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal

Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from such omission.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and assert any exemption or exception to the disclosure of proprietary information that the City, in consultation with its legal counsel, deems appropriate. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and one million dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, maintaining, repairing, removing, and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions

of the Grantee and/or the City. If the City elects in its own discretion to employ separate counsel in addition to counsel hired by the Grantee, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful and wanton misconduct or gross negligence of the City, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The City's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The City shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel and to promote the use and viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is, and shall be, operated by the City. The City shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. Grantee will implement any necessary system changes within a reasonable period of time following an agreement between the parties to reimburse Grantee for its expenditures.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system

from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.8. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the City upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to contest the assertion of noncompliance or default on the basis that the condition or occurrence alleged to be non-compliant or in default is related to a line, facility, action of a third party and not the Grantee or where such noncompliance or alleged defaults occurred or were caused by any of the items detailed in Section 10.1; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing before the City Council of the City. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City Council shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City Council's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or

both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Pekin
111 S. Capitol St.
Pekin, IL 61554
ATTN: Mayor Luft

To the Grantee:

Comcast of Illinois/Indiana/Ohio, LLC.
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Sr. Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and

effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Tazewell County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee or the City may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Pekin:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of Illinois/Indiana/Ohio, LLC:

By: _____

Name: _____

Title: _____

Date: _____

Attachment A

1. Pekin Fire Department, 1000 N. 14th St., Pekin, IL 61554
2. Pekin Fire Department, 272 Derby St., Pekin, IL 61554
3. Pekin Fire Department, 3232 Court St., Pekin, IL 61554
4. Mayor office, 111 S. Capitol St., Pekin, IL 61554
5. Pekin Park District, 250 Red Bud Dr., Pekin, IL 61554
6. Pekin Union Mission, 203 Court St., Pekin, IL 61554
7. The Old Post Office, 334 Elizabeth St., Pekin, IL 61554
8. Pekin Library, 301 S. 4th St., Pekin, IL 61554
9. City of Pekin, 1130 Koch St., Pekin, IL 61554
10. City of Pekin Street Department, 1208 Koch St., Pekin, IL 61554

ORDINANCE NO. 2005

AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CONTINENTAL CABLEVISION OF ILLINOIS, INC., A WHOLLY-OWNED SUBSIDIARY OF CONTINENTAL CABLEVISION, INC., A DELAWARE CORPORATION, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF PEKIN, ILLINOIS, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, AS FOLLOWS:

Section 1. - STATEMENT OF INTENT AND PURPOSE; AUTHORITY

(a) Continental Cablevision has been operating a cable communications system pursuant to the City cable television franchise, Ordinance 1257, and amended under Ordinance 1519, expiring January 23, 2005. The City of Pekin, Illinois intends, by the adoption of this Ordinance, to authorize the continued operation of its cable communications system in the City, pursuant to the provisions of this Ordinance, which shall become effective on January 1, 1996.

(b) Insofar as the State of Illinois has delegated to the City the authority to grant a franchise for cable system operations within the City's territorial boundaries, the City hereby exercises its authority to grant a non-exclusive franchise permitting the operation of a cable system within the City.

Section 2. - SHORT TITLE

This ordinance shall be known and may be cited as the "Pekin Cable Franchise Ordinance for Continental Cablevision of Illinois, Inc.".

Section 3. - DEFINITIONS. For the purpose of this ordinance the following terms, phrases, words, abbreviations, and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

(a) "CATV" shall mean a cable communications system as hereinafter defined.

(b) "Cable Communications System" shall mean a system of antennas, cables, wires, lines, fiber optic cables, towers, waveguides or other conductors, converters, equipment or facilities, used for distributing video programming to home subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to, from and between subscribers and other users.

(c) "Cable Service" shall mean: (1) the one-way transmission to subscribers of video, audio, digital, and other programming services, and (2) subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

(d) "City" shall mean the City of Pekin, Illinois.

(e) "Company" shall mean Continental Cablevision of Illinois, Inc. and its successors, transferees or assignees.

(f) "Council" shall mean the governing body of the City of Pekin, Illinois.

(g) "Franchise Area" shall mean that area within the corporate limits of the City of Pekin, Illinois.

(h) "Gross Subscriber Revenues" shall mean all revenues received by the Company from subscribers for cable service, excluding: taxes, franchise fees, or other assessments collected for governmental authorities; bad debt expense; subscriber deposits; and, installation and disconnection charges.

(i) "Mayor" shall mean the Mayor of the City of Pekin, Illinois.

(j) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

(k) "Property of Company" shall mean all property owned, installed or used by the Company in the conduct of a CATV business in the franchise area.

(l) "Public Property" shall mean any real property owned by the City other than a Street.

(m) "Street" shall mean the surface of and the space above and below any public street, right-of-way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, communication, or utility easement, on or hereafter existing as such within the franchise area.

(n) "Subscriber" shall mean any person or entity who subscribes to a service provided by the Company by means of the System.

(o) "Tier" shall mean a category of Cable Service provided by the Company and for which a separate rate is charged by the Company.

Section 4. - GRANT OF AUTHORITY.

(a) Whereas the City has approved the legal, character, financial, technical and other qualifications of the Company and the adequacy and feasibility of the Company's construction arrangements as part of a full public proceeding affording due

process, there is hereby granted by the City to the Company the right and privilege to continue to engage in the business of operating and providing a CATV system in the City and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any Street and Public Property, now laid out or dedicated and all extensions thereof and additions thereto in the Franchise Area such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations including but not limited to any public utility or other grantee franchised or permitted to do business in the City.

(b) The City, in granting such rights and privileges to the Company to engage in the business of operating and providing a CATV system in the City, shall grant to the Company all access to premises privileges, pursuant to all applicable local, state and federal laws.

(c) Neither this Agreement nor any of the Company's rights or obligations hereunder shall be assigned or otherwise transferred without the prior written consent of the City, which shall not be unreasonably withheld. Consent of the City shall not, however, be required for a transfer to a parent, subsidiary, or affiliate of the Company.

Section 5. - NON-EXCLUSIVE GRANT.

(a) The license granted herein and the right to use and occupy said Streets and Public Property for the purpose herein set forth, shall not be exclusive, and the City reserves the right to grant the same use in said Streets and Public Property to any other person on the same terms and conditions.

(b) In the event that the City permits another CATV System to operate within the City on terms more favorable than those extended to the Company, such more favorable terms shall be applicable to the Company.

Section 6. - TERM OF FRANCHISE AND RENEWAL.

(a) This franchise and rights herein granted shall take effect and be in force sixty (60) days from and after final passage hereof and upon filing of acceptance by the Company and shall continue in force and effect for a term of twenty-five (25) years beginning January 1, 1996.

(b) The franchise may be renewed upon the same terms and conditions for additional periods, each period not to exceed twenty (20) years, following full applicable proceedings under 47 U.S.C. Section 546 of the Cable Communications Policy Act of 1984, as amended.

Section 7. - CONDITIONS OF STREET OCCUPANCY.

(a) All transmission and distribution structures, lines, and equipment erected by the Company within the Franchise Area shall be so located as to cause minimum interference with the proper use of Streets and Public Property, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the Streets and Public Property. The CATV system shall be constructed and operated in compliance with all local, state and national construction and electrical codes and shall be kept current with new codes. The Company shall install and maintain its wires, cables, fixtures, and other equipment in such manner that they will not interfere with any installations of the City or of any public utility serving the City. Whenever practical and possible, the CATV System shall utilize existing poles and easements. All poles and conduit installed within the Franchise Area shall be made available for attachment or use by the Company, at just and reasonable rates applied to public utilities under the formula presently established in 47 U.S.C. Section 244.

(b) In case of disturbance of any Street or Public Property, the Company shall, at its own cost and expense, and in a manner approved by the City, replace and restore such Street or Public Property in as good a condition as before the work involving such disturbance was done and in accordance with the prevailing ordinances.

(c) In the maintenance and operation of the CATV System, and in the course of new construction or additions to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public. Any opening or obstruction in the Street or Public Property made by the Company shall be guarded and protected at all times by the placement of adequate safety devices, which shall be clearly designated.

(d) If at any time during the period of the franchise, the City shall lawfully elect to alter or change the grade of any Street or Public Property, the Company, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

(e) Any poles or other fixtures placed in any Street or Public Property by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

(f) The Company shall, on the request of any person holding the necessary permits, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment, in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(g) The Company shall have the authority, subject to the

jurisdiction of the City, to trim trees upon and overhanging Streets and Public Property of the Franchise Area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. Such trimming shall be done in a reasonable and minimal manner.

(h) In all sections of the Franchise Area where all cables, wires, or other like facilities of public utilities are placed underground, the Company shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Company to do so.

(i) The Company shall at its expense, protect, support, temporarily disconnect, relocate in the same Street or Public Property, or remove from the Street or Public Property, any Property of the Company when reasonably required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies; provided, however, that the Company shall in all such cases have the privilege and be subject to the obligations to abandon any Property of the Company in place.

(j) The City shall have the reasonable right to make additional use for any public or municipal purpose, of any poles or conduits controlled or maintained exclusively by or for the Company in any Street or Public Property provided such use by the City does not interfere with the use by the Company. The City shall indemnify and hold harmless the Company against and from any and all claims, demands, causes of action, actions, suite, proceedings, damages, costs or liabilities of every kind and nature whatsoever arising out of such use of Company's poles or conduits.

Section 8. - SAFETY REQUIREMENTS.

(a) The Company shall at all times take reasonable precautions for preventing failures and accidents which are likely to cause damage or injury to the public, to employees of the Company, and to public or private property.

(b) All lines, equipment, and facilities within the Franchise Area shall at all time be kept and maintained in a safe and suitable condition and in good order and repair.

Section 9. - SYSTEM EXTENSION.

(a) No person, firm or corporation within one hundred fifty feet (150') of the Company's facilities shall be arbitrarily refused service.

(b) Whenever it shall receive a request for service from at least ten (10) households (who intend to become immediate subscribers) within one thousand three hundred twenty feet (1,320') of its trunk cable, the Company shall extend its systems

to such subscribers at no cost to the subscribers for system extension other than the usual connection fees and monthly subscription fees for all subscribers, provided that such extension is technically and physically feasible. The one thousand three hundred twenty feet (1,320') shall be measured in extension length of the Company's cable required for service located within the Street or Public Property and shall not include length of necessary service drop to the subscriber's home or premises.

(c) No person, firm or corporation in the Company's service area shall be arbitrarily refused service. However, for unusual circumstances, such as requirement for underground cable, or more than one hundred fifty feet (150') of distance from distribution cable to connection of service to subscribers, or a density of less than ten (10) subscribers per one thousand three hundred twenty feet (1,320') of cable system, in order that existing subscribers shall not be unfairly burdened, service may be made available on the basis of a non-refundable capital contribution including cost of materials, labor, and easements.

Section 10. - SYSTEM.

(a) The CATV system shall be at least a single cable and shall have full color capability.

(b) The Company shall allocate one channel to be shared by Local Origination (Cablecasting) in full color and programmed to meet the needs and interests of the area community; Government Access for use by local government; Educational Access for use by local educational authorities; and Public Access for use by anyone in the community on a first come, first serve basis. Upon completion of a cable system rebuild and expansion of channel capacity and as additional utilization requires, the Company shall make available, as permitted by channel capacity and technical limitations, one additional access channel which may be utilized by the City within its Franchise Area for government access programming.

(c) The Company's CATV System in the City shall have a bandwidth to a minimum of 550 MHz, supplying capacity for 78 channels by April 1, 1996. The CATV System will meet or exceed all FCC Rules and Regulations regarding technical standards and will be built with addressability or comparable technology and in conformity with the generally acceptable state of the art technology for such CATV Systems of comparable size and age to the CATV System serving the City.

(d) To enhance the City's ability to both educate and inform its citizens with respect to local government issues and community events, the Company shall:

(1) Purchase by no later than ninety (90) days after the effective date of this Ordinance, video production equipment which shall consist of: one remote video camera with tripod and one Porta-Pak or their equivalent; and, one lighting unit.

(2) Purchase by no later than July 1, 1996, video programming equipment necessary for the City to insert programming to cable subscribers within the Franchise Area on the Company's CATV system. Such equipment shall include, but not be limited to: one modulator; one demodulator; one character generator; one T-Channel; and, all other applicable equipment and supplies necessary for programming access.

(3) Meet with Representatives of the City by no later than August 1, 1996 in order to determine the location site for the equipment described in Section 10(d)(2) so that the City may insert informational programming on the CATV system.

(4) Install and have in good working order the programming equipment, described in Section 10(d)(2), at the City's location site, by no later than November 1, 1996.

(e) The Company shall design and construct the CATV system to provide for an audio override of all channels during emergencies or disasters, whereby a designee approved by the Company may introduce an audio message on all channels of the CATV system simultaneously.

(f) The Company shall make available to its subscribers, a signal scrambling device capable of rendering Cable Service inaccessible or accessible, subject to the Subscriber's discretion.

(g) The Company shall provide audio services.

Section 11. - OPERATIONAL STANDARDS.

(a) The Company shall operate and maintain its CATV System in full compliance with the standards set forth by the Federal Communications Commission. Procedures for testing the technical capacity of the CATV System shall conform with the standards applied to CATV Systems by the Federal Communications Commission.

(b) Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, installations, or adjustments, the Company shall do so at such times as will cause the least amount of inconvenience to its customers and unless such interruption is of short duration or is unforeseen and immediately necessary, it shall give reasonable notice thereof to its customers.

Section 12. - LOCAL OFFICE; COMPLAINTS; AND CUSTOMER SERVICE OBLIGATIONS.

(a) The Company shall maintain a business office which Subscribers may telephone during regular business hours without incurring added message or toll charges, so that CATV maintenance service shall be promptly available. Should a subscriber have an unresolved complaint regarding the quality of Cable Service, equipment malfunctions, or similar matters, the subscriber shall be entitled to file his complaint with the City Clerk and

thereafter to meet jointly with a representative designated by the Mayor and a representative of the Company within thirty (30) days to fully discuss and resolve such matter.

(b) The Company shall adhere to all general operating requirements as set forth by the Federal Communications Commission under Section 76.309 of Title 47 CFR, Part 76, Subpart H of the FCC Rules, or as amended from time to time.

(c) In the event that the Company agrees to standards with another community within the CATV System that exceed the provisions extended to the City in Section 12(b), such more favorable standards shall be applicable to the City.

Section 13. - RATES.

(a) The Company shall have the right to charge and collect compensation from all Subscribers to whom it shall furnish services on its CATV System. The rate schedule to be charged customers shall be kept on file with the City Clerk at all times and no change in such schedule shall be made without first filing the changed schedule with the City Clerk thirty (30) days prior to the effective date.

(b) The Company, however, may: 1) conduct promotional campaigns in which rates are discounted or waived; 2) make special contracts for non-profit charitable, educational, governmental and religious organizations; and, 3) offer bulk rate discounts on multiple unit dwellings, hotels, motels, or similar institutions.

(c) To the extent permitted by applicable law, the City may regulate the rates provided over the Company's CATV System to cable subscribers.

(d) If the City assumes rate regulation, then it shall do so in accordance with appropriate federal laws.

Section 14. - FRANCHISE PAYMENTS.

The Company shall pay to the City, within forty-five (45) days after the close of each calendar quarter, a five percent (5%) franchise fee based on Gross Subscriber Revenues as defined herein for Cable Service in the Village for the preceding calendar quarter. No other fee, charge, or consideration shall be imposed. The Company shall provide a quarterly summary report verified by an officer of the Company showing its Gross Subscriber Revenues received during the preceding quarter. The 5% franchise fee based upon Gross Subscriber Revenues shall be effective for all quarters commencing after January 1, 1996.

Section 15. - INDEMNIFICATION OF THE CITY.

(a) The Company shall at all times protect and hold harmless the City from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, and attorney's fees which may

accrue to be suffered or claimed by any person or persons arising out of the negligence of the Company in the ownership, construction, repair, replacement, maintenance and operation of said CATV System and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of said system. The City shall give the Company prompt notice of any such claims, actions, suits, without limitation, in writing. The Company shall also indemnify and hold the City harmless from all claims, actions, suits, liability, loss, expense, or damages of every kind and nature, including court costs and attorney's fees which may accrue to or be suffered or claimed by any person or persons for any alleged violation of the anti-trusts laws of the United States of America or any civil rights action which may be brought against the City arising out of the grant of any franchise under this Ordinance, or as amended from time to time.

(b) The Company shall maintain in full force and effect during the life of any franchise, public liability insurance in a solvent insurance company authorized to do business in the State of Illinois, at no less than in the following amounts:

- (1) \$200,000 property damage in any one accident;
- (2) \$500,000 for personal injury in any one person;
- (3) \$1,000,000 for personal injury in any one accident.

Provided that all such insurance may contain reasonable deductible provisions not to exceed fifty thousand dollars (\$50,000) for any type of coverage, and provided further, the City may require that any and all investigation of claims made by any person, firm, or corporation against the Village arising out of any use or misuse of privileges granted to the Company hereunder shall be made by, or at the expense, of the Company or its insurer.

Section 16. - PROCEDURE UPON TERMINATION.

Upon expiration of the franchise, and any renewal thereof, the Company may have and it is hereby granted, the right to enter upon the Streets and Public Property of the City for the purposes of removing therefrom any or all of its property and otherwise. In so removing said property, the Company shall refill, at its own expense, any excavation that shall be made by it, and shall leave said streets and Public Property in as nearly as possible as good condition as that prevailing prior to the Company's removal of its property.

Section 17. - NEW DEVELOPMENTS.

It shall be the policy of the City to liberally amend this franchise upon application of the Company, when necessary to enable the Company to take advantage of any developments in the field of transmission of video, audio, digital, and data signals, which will afford it an opportunity to more effectively,

efficiently and/or economically serve its customers.

Section 18. - MISCELLANEOUS PROVISIONS.

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk.

(b) The Company shall assume the cost of publication of this franchise if such publication is required by law. A bill for publication costs shall be presented to the Company by the City Clerk upon the Company's filing of acceptance and shall be paid at that time.

(c) The Company agrees to provide, without charge, one cable outlet and service to each educational and local governmental facility, located within one hundred fifty feet (150') of the Company's facilities. Such cable service shall include all CATV programming except for non-advertiser supported programming offered on a per-channel or per-program basis. The installation of such outlets shall not require special equipment or extraordinary materials. If more than one outlet is requested at any of the said facilities, the Company shall install the same at the cost of time and material only. In no event will there be a monthly service charge of said facilities, unless a request is made for per-channel or per-program services, or other auxiliary services, to the extent that the Company is allowed under its contract with the programming suppliers.

Section 19. - MODIFICATIONS.

(a) During the term of a franchise, the Company may need to request from the Council modifications of the franchise ordinance. Any required modification request by the Company not related to equipment, facilities and services issues must be submitted to the Council in writing. Upon a written request by the Company for a modification of the franchise ordinance, the City shall have sixty (60) days within which to render a decision approving, or disapproving the modification request. If such a decision is not rendered within sixty (60) days of the written request, such request will be deemed approved.

(b) If a modification request is made by the Company on matters involving issues related to the Company's equipment, facilities, and services, the City shall follow all procedures as set forth under 47 U.S.C. Section 545 of the Cable Communications Policy Act of 1984, as amended.

Section 20. - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

The Company shall at all times during the life of this franchise be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time, in addition to the provisions herein contained, such ordinances as may be deemed necessary to the exercise of police power. Such regulation shall be reasonable and not destructive to the rights herein granted and not in conflict with the laws of

the State or other local laws or regulations.

If the Company fails to abide by the terms and conditions of this Ordinance and any other applicable ordinances, the City may issue to the Company a written Notice of Violation, which notice shall specify the details of said violation. If the Company has not corrected said violation within sixty (60) days after receipt of the Notice of Violation, the Council may call a public hearing following adequate notice wherein the City shall consider whether the Company's failure to correct constitutes a material breach of this Ordinance or any other applicable ordinances, and wherein the Company shall be afforded an opportunity to be heard. Thereafter, the Council may vote to terminate the Company's franchise except that:

(a) If the Company decides to seek judicial review of the City termination order, said order shall be stayed pending the issuance of a final decree by a court of competent jurisdiction upholding the City's decision to terminate the Company's franchise;

(b) The Company's failure to comply shall not be grounds for termination of the franchise if said non-compliance is due to factors beyond the reasonable control of the Company;

(c) The Company's failure to comply shall not be grounds for termination of the franchise if said violation cannot be reasonably remedied satisfactorily within sixty (60) days. Assuming that the Company has undertaken to comply within sixty (60) days and has notified the City in writing to that effect, the City shall grant an extension of time sufficient to allow the Company to complete its correction of the violation.

Section 21. VIOLATIONS.

(a) From and after the effective date of this Ordinance, it shall be unlawful for any person to construct, install or maintain within any Street or Public Property of the City, or within any privately-owned area within the City which has not yet become a Street or Public Property but is designated or delineated as a proposed Street or Public Property on any tentative subdivision map approved by the City, any equipment or facilities for distributing any video, audio, digital, or data signals through a CATV System, unless a franchise authorizing such use of such Street or Public Property has first been obtained on the same terms and conditions, and unless such franchise is in full force and effect.

(b) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the franchised CATV System within the City for the purpose of enabling himself or others to receive any video, audio, digital, or data signals, without payment to the operator of said systems.

(c) It shall be unlawful for any person, without the

consent of the owner, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of video, audio, digital, or data signals.

Section 22. - PENALTIES.

Any person violating or failing to comply with any of the provisions of Section 21 of this Ordinance shall be guilty of violating or failing to comply with provision of Section 21 of this Ordinance and shall be subject to a fine of not more than five hundred dollars (\$500.00) for each day of the violation or failure to comply, and shall also be subject to penalty provisions contained in all applicable state and federal laws.

Section 23. - COMPANY RULES AND REGULATIONS.

The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this Ordinance, and to assure an uninterrupted service to each and all of its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or applicable state and federal law.

Section 24. - SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this Ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Company. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 25. - FEDERAL REGULATION.

The City and the Company shall acknowledge and adhere to all applicable federal rules and regulations, as they relate to Cable Communication Systems. All ordinances and parts of ordinances in conflict with provisions of this Ordinance, the Cable Communication Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, Rules and Regulations established by the Federal Communications Commission, and any other applicable federal statute related to this subject, are hereby repealed.

Section 26. - RENEWAL.

The City of Pekin, Illinois has conducted a public hearing

affording due process concerning the application for a renewal for an additional twenty-five (25) years by Continental Cablevision of Illinois, Inc. and has reviewed the performance of the Company and adequacy of Ordinance 1257 as amended under Ordinance 1519. The City does hereby grant to the Company pursuant to the provisions of this Ordinance for an additional twenty-five (25) year period from and after January 1, 1996. This grant to Continental Cablevision of Illinois, Inc. is not exclusive and the City hereby reserves the right to make a similar grant of franchise to any other company on the same terms and conditions.

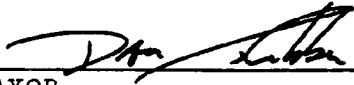
Section 27. - EFFECTIVE DATE.

This Ordinance shall take effect and be in full force sixty (60) days from and after the final passage hereof and upon filing of acceptance by the Company within said sixty (60) day period.

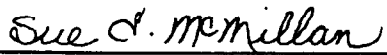
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING
OF THE CITY COUNCIL ON THE 13th DAY OF November 1995.


MAYOR

APPROVED THIS 13th DAY OF November, 1995.

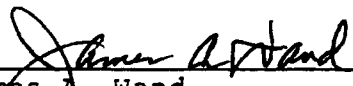

MAYOR

ATTEST:


CITY CLERK

Accepted by Continental Cablevision of Illinois, Inc.

DATE: December 11, 1995

BY 
James A. Wand
Senior Vice President



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 265-21/22 Comcast Settlement over Underreported Revenues

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: As you may recall, the City has contracted with Azavar Government Solutions to identify revenues that the City might be missing out on from various sources. Azavar recently completed an audit of Comcast which has resulted in a settlement offer from Comcast for \$12,467.02 as further explained below.

In recent years, Azavar and Comcast developed an efficient processes to identify and quantify franchise fee underpayments in regards to two significant issues. First, Azavar has worked with Comcast to ensure that all addresses in each community are properly coded in Comcast's system so that the correct jurisdiction's franchise fee is assessed to the customer and remitted to the community. Incorrectly coded addresses have been corrected so that fees are properly collected on a going forward basis.

A second issue identified relates to certain sources of revenue generated by Comcast that have been wrongly excluded from the definition of "gross revenue" as defined in the franchise agreement. To determine the exact amount of revenue that was underpaid, Azavar contracted with an accounting firm to conduct an in-depth audit of all revenues generated by Comcast in each of 10 communities. These "gross revenue" audits took approximately nine months to complete and required significant time on the part of both the accounting firm and of Comcast. Once these audits were completed, each community then negotiated with Comcast an amount that Comcast would pay for the past "gross revenue" errors. Following completion of this first group of audits, Comcast proposed that, rather than incurring the time and expense of conducting an individual audit for each community, it would instead compensate other communities based on the resolutions for the first group. After some negotiations, Comcast agreed to propose to compensate each community in the amount of \$1.70 per subscriber.

For Pekin, therefore, Comcast has proposed to resolve the audit for the following amount.

Address errors (including interest):	\$ 4,006.12
<u>Gross revenue compensation:</u>	<u>\$ 8,460.90</u>
Total proposed resolution:	\$ 12,467.02

Azavar believes this to be a fair resolution and recommends that the City of Pekin adopt the attached settlement agreement. Staff recommends approval.

FINANCIAL IMPACT:

Amount:	\$12,467.02
Line Item:	100-900-463500
Budgeted Amount:	\$440,000
Remaining Funds:	\$440,000

IMPACT IF APPROVED: Additional revenues will come to the City from Comcast

IMPACT IF DENIED: Additional revenues will not come to the City from Comcast

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2021

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

WHEREAS, the City has contracted with Azavar Government Solutions to conduct a revenue audit to identify any sources of revenue that are not being paid as provided by law or ordinance; and

WHEREAS, Azavar recently completed an audit of fees remitted to the City by Comcast pursuant to a franchise agreement between the City and Comcast; and

WHEREAS, the audit identified underpayment of fees pursuant to the franchise agreement due to incorrectly coded addresses and exclusions from gross revenue calculations; and

WHEREAS, the City has reached an agreement with Comcast as to the settlement of these errors and exclusions, which agreement is set forth in the Attached Exhibit A.

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

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

Section 2. The Resolution Letter attached hereto as Exhibit A is approved and accepted. The Mayor or City Manager is authorized and directed to execute the Resolution Letter, with such changes as the Mayor or Manager, with the advice of the City Attorney, deems appropriate.

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

MAYOR

ATTEST:

CITY CLERK



February 12, 2021

Mr. Mark Rothert
City Manager
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Re: Resolution of Franchise Fee Audit Conducted by the City of Pekin

Dear Mr. Rothert,

Both the City of Pekin ("City") and Comcast of Illinois/ Indiana/Ohio, LLC ("Comcast") deem it to be to their mutual benefit to resolve their differences regarding the franchise fee audit ("Audit"). In an effort to resolve these differences both parties agree to the following:

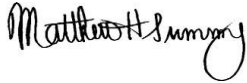
1. The City, for and in consideration of Comcast making a payment to the City in the amount of twelve thousand four hundred sixty-seven dollars and two cents (\$12,467.02) ("Recovery Amount") and other good and valuable consideration, the sufficiency of which is hereby acknowledged, shall release Comcast from any and all past, present or future claims, demands, actions, causes of action, suits, judgments, costs and expenses (including attorney fees) related to franchise fees incurred through December 31, 2020 (the "Release").
2. As additional consideration for the Release, Comcast shall provide to the City, on a monthly or quarterly basis, covering the service period between January 1, 2021 and June 30, 2022, a report calculating the net revenues remitted to the City as a result of changes made to Comcast customer information in conjunction with the Audit.
3. Comcast will remit the Recovery Amount to the City within twenty-one (21) calendar days of receipt from City countersigning this letter as noted below. The Recovery Amount shall be paid via electronic payment or via check and mailed by overnight mail to Mark Rothert at the above address.
4. The parties have entered into this resolution in accordance with the Cable Act (47 USC 521 et. seq.) and Illinois Municipal Code, including without limitation 65 ILCS 5/11-42-11

and the Illinois Constitution of 1970. City and Comcast reserve and do not waive all rights each may have thereunder.

5. To the extent permitted by law, including, but not limited to the Illinois Open Meetings Act ("OMA") (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.), the City and Comcast agree to keep this letter confidential, although either party may provide this letter to its outside attorneys, accountants, auditors, and similar individuals or entities that have a legitimate need for the information contained herein. Pursuant to the OMA, the City's existing procedures require it to state that this agreement has been reached in the applicable City Council meeting agenda where this agreement will be approved, and make this letter publicly available in such City Council agenda packet. Comcast further understands and agrees that the fact that this resolution was reached is a matter of public record and subject to FOIA. Other than pursuant to OMA or FOIA, a City representative or Comcast may only reference the fact that an agreement has been reached, and identify the general terms. Customer notice as is required by applicable law and regulation, and any communications by Comcast or City related thereto, are not a violation of this resolution.
6. Without waiving any rights under 47 USC 542, City and Comcast agree that each party shall bear its own legal costs, lawyer expenses or attorneys' fees, if any, incurred by it in connection with the subject matter hereof.
7. The consideration received by City is in final settlement of all damages and monies owed for the period prior to and ending December 31, 2020 and shall stand as a complete bar to any action or proceeding to set aside or vacate this resolution because of a mistake in fact or otherwise.

If you concur with the above, countersign the document below. Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,



Mathew Summy
Vice President of External Affairs
Comcast

Mark Rothert
City Manager
City of Pekin

Date



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2973-21/22 Amend Code to Address Hotel-Motel Tax applicability to Online Rentals

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City of Pekin has contracted with Azavar Government Solutions (“Azavar”) to audit various revenue streams of the city. Recently, Azavar had the following findings regarding the City’s hotel-motel tax:

Finding 1 – The City has not received all the revenues due to it under its existing hotel-motel ordinance. The City’s ordinance defines hotel accommodations as:

“Hotel or motel means a structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment-hotel, lodging house, dormitory or place where sleeping, rooming, office, conference or exhibition accommodation are furnished for lease or rent, whether with or without meals.”

“Hotel room or motel room means a room within a structure kept, used or maintained as or advertised or held out to the public to be in an inn, motel, hotel, apartment-hotel, lodging house, dormitory or place where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, with or without meals. One room offered for rental, with or without an adjoining bath, shall be considered as a single hotel or motel room. The number of hotel or motel rooms within a suite shall be computed on the bases of those room utilized for the purpose of sleeping.

Reservations can be made in the Short Term Online Rental Marketplace (STORMs) such as AirBnB, VRBO and HomeAway. STORM rentals are taxable under the City’s hotel/motel definition. However, the City is not currently receiving any filings or remittances from taxpayers operating as a hotel using STORM platforms. Collection of STORM rentals closes hotel tax loopholes and brings equity to the whole of the lodging industry within the City’s corporate boundaries. Per historic data from AirBNB & HomeAway, Azavar has determined in the past 12 months the amount of tax revenue that was not collected and paid over to the City for STORM bookings was between \$2,000 and \$3,700.

Finding 2: – The City’s existing hotel/motel ordinance does not capture all revenues as is intended. Online Travel Companies (e.g. Expedia, Orbitz, Booking.com, Hotels.com) have exploited the loopholes of previously enacted local hotel/motel tax ordinances to exclude portions of their revenue from taxation. In effect, they are undercutting the City’s bricks-and-mortar hotels who must charge higher rates to meet their taxing obligations, or they are shielding their profits entirely from local tax. For example, OTCs can purchase individual hotel rooms at bulk rate discounts and resell them to the general public at slightly higher rates. However in some cases, hotel/motel taxes are paid on the bulk discount rate and not the rate the general public is paying.

Holding OTCs/STORMs accountable for paying appropriate taxes on the portion of booking and/or service fee revenues they retain is necessary to bring parity to the whole of the hotel industry. The City has therefore been advised by Azavar to adopt changes to its existing hotel tax ordinance which

will close the tax loopholes stated above and facilitate collection of the tax from OTCs/STORMs which is in the best position to organize collection and payment of this tax to the City. Azavar, working in conjunction with legal counsel, and various global OTC/STORM businesses, created the attached ordinance that aims to effectively remove any loopholes concerning taxable gross revenue for all hotels, including OTCs/STORMs. The ordinance also holds them responsible for collection upon booking via their site and timely payment to the City.

Staff recommends approval.

FINANCIAL IMPACT: Azavar estimates that with the ordinance language changes proposed, the City can increase its future STORM revenue an additional 10%-15% by receiving taxes on service fees from AirBNB. Also, the City can increase its current hotel tax revenues up to 5% by receiving tax directly from OTCs, like Hotels.com, on the portion of revenues they claim for their own outside of compensating the hotel.

Amount:	Will vary but additional revenues is approximated at \$10,000-\$15,000
Line Item:	208-208-411005
Budgeted Amount:	\$200,000
Remaining Funds:	\$200,000

IMPACT IF APPROVED: More hotel/motel tax revenues will come to the city

IMPACT IF DENIED: No additional hotel/motel tax revenues will come to the city

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

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

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE,
SECTION 7-1-5 REGARDING HOTEL/MOTEL
TRANSIENT OCCUPANCY RENTAL UNITS AND RELATED MATTERS**

WHEREAS, the City of Pekin, pursuant to law, presently has in effect certain provisions in regard to a hotel/motel transient rental unit tax in effect within the City Code in Section 7-1-5; and

WHEREAS, the City of Pekin deems it to be in the best interests of the citizens of the City and the public in general that said provisions regarding a hotel/motel and transient/occupancy rental unit tax be amended as provided herein;

WHEREAS, the City Council of the City of Pekin deems it to be an appropriate exercise of the municipal corporate authority of the City, including, but not necessarily limited to, the power to promote and protect the public health, safety and welfare, the power to impose utility taxes, the power to promote and protect the public health, safety and welfare, and the home rule power of the City to amend the present hotel/motel and transient occupancy rental unit tax as provided herein.

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

Section 1. That the corporate authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true and correct and do hereby, by reference, incorporate and make them a part of this ordinance as legislative findings.

Section 2. That the purposes of this ordinance shall include amending Section 7-1-5 of City Code as provided herein.

Section 3. That ~~prospectively~~, Section 7-1-5 of City Code is hereby amended to ~~prospectively~~ provide as follows, ~~which provisions herein shall specifically supersede prospectively the prior provisions within Section 7-1-5 and additionally supersede the provisions of any other ordinance and/or part thereof in conflict with the provisions of this ordinance, which shall prospectively provide as follows:~~

~~Sec. 7-1-5. Hotel/motel use tax.~~

~~(a) Definitions. The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Subsection, except where the context clearly indicates a different meaning:-~~

~~Hotel or motel means a structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment hotel, lodging house, dormitory or place where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals.-~~

~~Hotel room or motel room means a room within a structure kept, used or maintained as or advertised or held out to the public to be in an inn, motel, hotel, apartment hotel, lodginghouse, dormitory or place where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, with or without meals. One room offered for rental, with or without an adjoining bath, shall be considered as a single hotel or motel room.-~~

~~The number of hotel or motel rooms within a suite shall be computed on the bases of those rooms utilized for the purpose of sleeping.~~

~~Owner means any person having a sufficient proprietary interest in conducting the operation of a hotel or motel room or receiving the consideration for the rental of such hotel or motel room so as to entitle such person to all or a portion of the net receipts thereof.~~

~~Person means any natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agent, governmental corporation, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator, user or owner, or any officers, agents, employees or other representative acting either for himself or for any other person in any capacity, or any other entity recognized by law as the subject of rights or duties.~~

Sec. 7-1-5-1: Definitions.

Certain words or terms herein shall have the meaning ascribed to them as follows:

“Hotel” means a structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment, home, lodging house, dormitory or place where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals. For avoidance of doubt, Transient Occupancy Rental Units are Hotels under this definition.

“Transient Occupancy Rental Unit” means a dwelling unit or a habitable unit that is offered, in whole or in part, for rent, lease or hire that is rented, leased or hired for which a Lessor receives consideration from a person for a period of thirty (30) days or less and that person has the right to use, occupy or possess all or part of the dwelling unit or habitable unit for said period.

“Lessor” is any person having a sufficient proprietary interest in conducting the operation of a Hotel, or receiving the consideration for the rental of all or part of such Hotel, so as to entitle such person to all or a portion of the net receipts thereof, including Facilitators, as defined herein.

“Facilitator” is any person or entity who provides a means through which a person may book a Hotel room and/or Transient Occupancy Rental Unit to Lessees, regardless of whether payment is transferred through or processed by such Facilitator. Facilitators are considered Lessors, as used herein. Online Travel Companies are considered Facilitators, as used herein.

“Online Travel Company” is an organization that books, reserves, or rents hotel or motel rooms and makes other travel arrangements for consumers via the World Wide Web, internet or other digital means. Online Travel Companies are considered Facilitators, as used herein.

“Lessee” is any person who pays for the privilege of occupying all or part of a Hotel.

“Gross Rent” means the total amount of consideration for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, including but not limited to, amounts charged for the making, booking, facilitating or servicing of reservations. Gross rent means both (a) the

“net rate” paid to the hotel or motel by a Facilitator for room occupancy by the consumer; and (b) the amount retained by the Facilitator for travel-related services provided to the consumer (sometimes referred to as a “facilitation fee”), and any additional amounts retained by the Facilitator as compensation for its services to the consumer for the individual transaction, or, in the instance of a consumer’s direct rental of a room with the hotel or motel, gross rent shall mean the amount charged by the hotel or motel directly to the consumer for the occupancy of the room.

“Person” means any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, whenever the term “Person” is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part-owners thereof, and as applied to corporations, the offices thereof, or any other entity recognized by law as the subject of rights and duties.

“Permanent resident” means any person who has occupied or has the right to occupy all or part of a Hotel for more than (30) consecutive days.

~~(b) — Tax levied.~~

- ~~(1) — There is hereby levied and imposed upon the use and privilege of renting a hotel or motel room within the City a tax of six percent of the rental or leasing charge for each such hotel and motel room rented for each 24-hour period or any portion thereof; provided, however, that the tax shall not be levied and imposed upon any person who works and lives in the same hotel or motel. The tax shall not be levied and imposed upon any person that rents a hotel or motel room for use by the same natural person or persons for more than 30 consecutive days, the tax imposed herein applicable to the first 30 days of a hotel room rental which extends beyond 30 days. Upon the 31st consecutive day of rental, the renter is due a refund or credit from the tax collector for the 30 consecutive days of tax paid. Persons engaged in the business of renting, leasing or letting rooms in a hotel only to permanent residents are exempt from the provisions of this Section.~~
- ~~(2) — The ultimate incident of and liability for payment of such tax shall be borne by the person who seeks the privilege of occupying any such hotel or motel room, such person thereafter referred to as renter.~~
- ~~(3) — The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the owner, manager or operator of every hotel or motel to act as trustee for and on account of the City, and to secure such tax from the renter of the hotel or motel room and pay over to the Finance Director or as otherwise provided in this Section.~~
- ~~(4) — Every person required to collect the tax levied by this Section shall secure such tax from the renter at the time he collects the rental payment for the hotel or motel room. Upon the invoice receipt or other statement or memorandum, if the rent is given to the renter at the time of payment, the amount due under the tax provided in this Section shall be stated separately on such documents.~~

Sec. 7-1-5-2: Hotel Use Tax Imposed.

A. There is levied and imposed a tax of ~~six (6)~~ **percent** of the Gross Rent charged for the privilege and use of renting a Hotel room within the City for each twenty-four (24) hour period or any portion thereof for which a room charge is made.

B. Accommodations within said buildings or structures which are leased to the same

occupant for a period of more than **thirty (30) consecutive days** shall be exempt from the tax provisions of this Article.

C. Lessors renting or leasing Hotel rooms within the City are required to collect the Hotel Use Tax; however, the ultimate incidence of any liability for payment of the tax is to be borne by the Lessee.

D. The Hotel Use Tax shall be paid in addition to any and all other taxes and charges.

E. It shall be the duty of every Lessor of every Hotel within the City to separately state such tax at the **six (6) percent** rate upon the total amount of compensation charged for the use of the Hotel. The Lessor shall also state separately the amount of tax on the invoice for the transaction that will be tendered to the Lessee.

F. It shall be the duty of every Lessor of every Hotel within the City to collect the tax from the Lessee at the time the Lessee pays for the privilege of occupying all or part of a Hotel Transient Occupancy Rental Unit, and to remit to the City the tax under procedures provided for in this chapter or otherwise prescribed by the City. If more than one Person is the Lessor as related to a particular transaction, the Lessors are jointly and severally responsible for collecting and remitting the tax.

G. It shall not be a defense to this ordinance that the Lessor is not licensed by the City to rent Hotels and the Lessor will still be required to remit the proper tax to the City.

Sec. 7-1-5-3: Rules and Regulations

The **Finance Director** may promulgate rules and regulations not inconsistent with the provisions of this chapter concerning enforcement and application of this chapter. The phrase "rules and regulations" includes, but is not limited to, case-by-case determination of whether or not the tax imposed by this chapter applies.

Sec. 7-1-5-4: License Required

A. It shall be unlawful for any person to establish, operate or maintain, or permit to be established, operated or maintained, upon any property owned or controlled by him a hotel or motel within the City without having first obtained a license therefor from the City Clerk or without complying with all provisions of this Section.

B. No license shall be issued or annually renewed for a hotel or motel delinquent in payment of the use and privilege tax or the payment of any fines and/or penalties assessed for the non-payment or late payment thereof.

C. The annual fee for such license for a hotel or motel shall be \$10.00. The license shall be valid for one year.

Sec. 7-1-5-5: Books and Records

The Finance Director, or any person certified as his deputy or representative, may enter the premises of any hotel or motel for inspection and examination of books and records in order to effectuate the proper administration of this Section and to ensure the enforcement

of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder, or interfere with the Finance Director or his duly authorized deputy or representative in the discharge of his duties and the performance of this Section. It shall be the duty of every owner to keep accurate and complete books and records to which the Finance Director or his deputy or authorized representative shall at all times have access, which records shall include a daily sheet showing:

- (1) The number of hotel or motel rooms rented during the 24-hour period, including multiple rentals of the same hotel rooms where such shall occur; and
- (2) The actual hotel or motel tax receipt collected for the date in question.

~~(f) — Transmittal of tax revenue.~~

- ~~(1) — The owner of each hotel or motel room within the City shall file tax returns showing tax receipts received with respect to each hotel and motel room during each monthly period commencing on May 1, 1996, and continuing on the first day of every month thereafter on forms prescribed by the Finance Director. The return shall be due on or before the 30th day of the calendar month succeeding the end of the monthly filing period. Such owner shall file an application with the City Finance Department for a City Taxpayer Identification Number prior to filing the first tax return.~~
- ~~(2) — The first taxing period for the purpose of this Section shall commence on May 1, 1996; and the tax return and payment for such period shall be due on or before June 30, 1996. Thereafter, reporting periods and tax payments shall be in accordance with the provisions of this Section. At the time of filing such tax returns, the owner shall pay to the Finance Department all taxes due for the period to which the tax return applies.~~
- ~~(5) — Failure to file return or remit tax.~~
 - ~~a. — Any person who fails to file a return when and as required under this Section shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of ten percent of the tax that such person is required to transmit to the City for each 30-day period that the return remains unfiled; provided, however, a 20 percent penalty shall be imposed for any fraudulent failure to file a return. Failure to file a return within three months after receiving notice of the delinquency of such return shall be deemed fraudulent failure to file a return. Failure to provide required supporting documentation along with the return shall be deemed a failure to file a return and may be subject to penalties pursuant to this Subsection.~~
 - ~~b. — Any person who files a return as required by this Section but fails to transmit the tax proceeds, or any portion thereof, to the City when due, shall, in addition to the required tax, pay to the City a penalty of ten percent of the amount of tax not transmitted to the City for each 30-day period that the tax remains unpaid; provided, however, the fraudulent failure to pay such tax shall result in a 20 percent penalty. Failure to pay taxes due within three months after receiving notice of the delinquency of such taxes shall be deemed fraudulent failure to pay such tax.~~
 - ~~c. — In addition to any penalty for which provision is made in this Section, any amount of tax not transmitted when due shall bear interest at the rate of two percent per month, or fraction thereof, until fully transmitted.~~

Sec. 7-1-5-6: Transmittal of Tax Revenue

A. The Lessor of each Hotel within the City shall file returns and remit collected taxes, to the City Finance Department showing tax receipts received with respect to each Hotel during each monthly period commencing on July 01, 2021 and continuing on the first day of every month thereafter on forms prescribed by the City. The return shall be due on or before the last day of the calendar month succeeding the end of the monthly filing period.

Each Lessor shall file an application with the City for a City Taxpayer Identification Number prior to filing its first tax return.

B. The first taxing period for the purpose of this chapter shall commence on **July 01, 2021**; and the tax return and payment for such period shall be due on or before **August 31, 2021**. Thereafter, reporting periods and tax payments shall be in accordance with the provisions of this chapter. At the time of filing such tax returns, the owner shall pay to the City all taxes due for the period to which the tax return applies.

C. As compensation for services rendered by a retailer in the collection and payment of this tax, retailers filing a tax return in the manner provided in this Subsection ~~(F)~~ may retain an amount equal to one percent of the total tax due.

D. The person filing such return shall attach thereto a copy of its Illinois Retailer's Sales and Use Tax or Hotel Operator's Tax returns for the month for which a return is made under this Section.

Sec. 7-1-5-7: Late File and Payment

A. Any notice, payment, remittance or other filing required to be made to the City for the tax imposed by this article shall be considered late unless it is (a) received by the City on or before the due date imposed by this article, or (b) received via a method consistent with the current established standards of filing and payment determined by the City.

B. In the event a determination has been made that a tax is due and owing, through audit, assessment or other bill sent, the tax must be paid within the time frame otherwise indicated.

C. Interest. In addition to any penalty for which provision is made in this Section, any amount of tax not transmitted when due shall bear interest at the rate of two percent per month, or fraction thereof, until fully transmitted. ~~The City hereby provides for the amount of interest to be assessed on a late payment, underpayment or non-payment of the tax, to be two percent (2%) per month, based on a year of 365 days and the number of days elapsed.~~

D. Late filing and payment penalties.

~~(1) If a tax return is not filed within the time and manner provided by the controlling tax ordinance, a late filing penalty of ten percent (10%) of the amount of tax required to be shown as due on a return shall be imposed; and a late payment penalty of ten percent (10%) of the tax due shall be imposed.~~

~~—(2) Late filing penalties and late payment penalties are to be upgraded to fraudulent failure to file and fraudulent failure to pay, each reflecting their own twenty percent (20%) penalties, should it come to pass that filings and payments are not made within 3 months after receiving notice of the delinquency of such taxes. Failure to provide required supporting documentation along with the return shall be deemed a failure to file a return and may be subject to penalties pursuant to this subsection.~~

~~—(3) A late filing or payment penalty shall not apply if a fraudulent failure to file or fraudulent failure to pay penalty is imposed by the controlling ordinance.~~

(1) Any person who fails to file a return when and as required under this Section shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of ten percent of the

tax that such person is required to transmit to the City for each 30-day period that the return remains unfiled; provided, however, a 20 percent penalty shall be imposed for any fraudulent failure to file a return. Failure to file a return within three months after receiving notice of the delinquency of such return shall be deemed fraudulent failure to file a return. Failure to provide required supporting documentation along with the return shall be deemed a failure to file a return and may be subject to penalties pursuant to Section 7-1-5-12.

(2) Any person who files a return as required by this Section but fails to transmit the tax proceeds, or any portion thereof, to the City when due, shall, in addition to the required tax, pay to the City a penalty of ten percent of the amount of tax not transmitted to the City for each 30-day period that the tax remains unpaid; provided, however, the fraudulent failure to pay such tax shall result in a 20 percent penalty. Failure to pay taxes due within three months after receiving notice of the delinquency of such taxes shall be deemed fraudulent failure to pay such tax.

E. In addition to any of the previous penalties above set forth, any person who is required under this Section to file a return and to transmit the tax proceeds, but fails to do so in a timely manner, shall be ineligible for any reimbursement of funds from the City if they were in arrears at the time the event for which reimbursement is sought occurs; or if they have been in arrears for any amount of time, on two or more occasions in the previous preceding 12 months from when application for reimbursement was made.

F. Any officer or employee of any corporation which is an owner subject to the provisions of this Section who has control, supervision or responsibility of collecting tax proceeds, filing returns and transmitting collected tax proceeds of the tax herein imposed by this Section and who willfully fails to file such return or to transmit any tax proceeds so collected to the City shall be personally liable for such amounts collected, including interest and penalties thereon, if after proper proceedings for the collection of such amount, such corporation is unable to pay such amounts to the City; and the personal liability of such officer or employee, as provided in this Section, shall survive dissolution of the corporation. For purposes of this subsection, a person willfully fails to act if he takes any conscious and voluntary action intending not to perform any of his obligations hereunder, including, but not limited to, the utilizing of tax proceeds collected for the City to pay any other corporation obligations.

Sec. 7-1-5-8: Other Actions Authorized

The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with these amendments. Any and all actions previously performed by officials, employees and/or agents of the City in connection with carrying out and consummating the intent of this ordinance are hereby authorized, approved and ratified by this reference.

Sec. 7-1-5-9: Collection

Whenever any person shall fail to pay any tax as provided in this Section, the Corporation Council shall, upon the request of the City Manager, bring or cause an action to enforce the payment of such tax on behalf of the City in any manner authorized by law or this Code.

Sec. 7-1-5-10: Proceeds of Taxes and Fines

All proceeds resulting from the imposition of the tax under this Section, including penalties, shall be paid into the City Treasury and shall be credited to and deposited in the corporate fund of the City. Such proceeds shall be used exclusively for the promotion of tourism and conventions within the city or to attract overnight non-resident visitors to the City. No hotel/motel tax funds received by the City shall be used to advertise for or otherwise promote new competition in the hotel business.

Sec. 7-1-5-11: Suspension of Licenses

If the Mayor, after hearing held by or for him, shall find that any person has willfully avoided payment of the tax imposed by this Section, or any fines and/or penalties assessed for the non-payment or late payment of such tax, he may suspend or revoke all city licenses held by such tax evader. The owner, manager or operator of the hotel or motel shall have an opportunity to be heard at such hearing to be held not less than five days after notice of the time and place of the hearing to be held, addressed to him at his last-known place of business.

Sec. 7-1-5-12: Penalties

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this Section, except when otherwise specifically provided herein, upon conviction thereof, shall be punished by a fine of not less than \$250.00 nor more than \$1,000.00 for the first offense, not less than \$500.00 nor more than \$2,000.00 for the second offense, not less than \$1,000.00 nor more than \$4,000.00 for the third offense, not less than \$2,000.00 nor more than \$5,000.00 for the fourth and each subsequent offense, or five times the amount of the tax imposed, whichever is higher, for a second or subsequent offense. Each day a violation continues or is allowed to continue after written notice thereof is provided by the City shall be considered a separate offense. The purpose of imposing the penalties provided for the violation of this Section is to ensure the integrity of the collection process established pursuant to this Section.

~~**Section 4. Headings:** That the headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference, and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this ordinance.~~

Section 5. Publication of Ordinances: That this ordinance shall be published in accordance with all applicable state and local laws. Copies of this ordinance shall be made available to the public upon request at the City Clerk's office.

Section 6. Application: That this ordinance shall be liberally construed and administered to supplement all of the City tax ordinances. To the extent that any ordinance is in conflict with or inconsistent with this ordinance, this ordinance shall be controlling.

Section 7. Severability: That if any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 8. Effective Date: That this ordinance shall be in full force and effect for all Hotel bookings made on or after **July 01, 2021**.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE,
SECTION 7-1-5 REGARDING HOTEL/MOTEL
TRANSIENT OCCUPANCY RENTAL UNITS AND RELATED MATTERS**

WHEREAS, the City of Pekin, pursuant to law, presently has in effect certain provisions in regard to a hotel/motel transient rental unit tax in effect within the City Code in Section 7-1-5; and

WHEREAS, the City of Pekin deems it to be in the best interests of the citizens of the City and the public in general that said provisions regarding a hotel/motel and transient/occupancy rental unit tax be amended as provided herein;

WHEREAS, the City Council of the City of Pekin deems it to be an appropriate exercise of the municipal corporate authority of the City, including, but not necessarily limited to, the power to promote and protect the public health, safety and welfare, the power to impose utility taxes, the power to promote and protect the public health, safety and welfare, and the home rule power of the City to amend the present hotel/motel and transient occupancy rental unit tax as provided herein.

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

Section 1. That the corporate authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true and correct and do hereby, by reference, incorporate and make them a part of this ordinance as legislative findings.

Section 2. That the purposes of this ordinance shall include amending Section 7-1-5 of City Code as provided herein.

Section 3. That Section 7-1-5 of City Code is hereby amended to provide as follows:

Sec. 7-1-5-1: Definitions.

Certain words or terms herein shall have the meaning ascribed to them as follows:

“Hotel” means a structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment, home, lodging house, dormitory or place where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals. For avoidance of doubt, Transient Occupancy Rental Units are Hotels under this definition.

“Transient Occupancy Rental Unit” means a dwelling unit or a habitable unit that is offered, in whole or in part, for rent, lease or hire that is rented, leased or hired for which a Lessor receives consideration from a person for a period of thirty (30) days or less and that person has the right to use, occupy or possess all or part of the dwelling unit or habitable unit for said period.

“Lessor” is any person having a sufficient proprietary interest in conducting the operation of a Hotel, or receiving the consideration for the rental of all or part of such Hotel, so as to entitle such person to all or a portion of the net receipts thereof, including Facilitators, as defined herein.

“Facilitator” is any person or entity who provides a means through which a person may book a Hotel room and/or Transient Occupancy Rental Unit to Lessees, regardless of whether payment is transferred through or processed by such Facilitator. Facilitators are considered Lessors, as used herein. Online Travel Companies are considered Facilitators, as used herein.

“Online Travel Company” is an organization that books, reserves, or rents hotel or motel rooms and makes other travel arrangements for consumers via the World Wide Web, internet or other digital means. Online Travel Companies are considered Facilitators, as used herein.

“Lessee” is any person who pays for the privilege of occupying all or part of a Hotel.

“Gross Rent” means the total amount of consideration for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, including but not limited to, amounts charged for the making, booking, facilitating or servicing of reservations. Gross rent means both (a) the “net rate” paid to the hotel or motel by a Facilitator for room occupancy by the consumer; and (b) the amount retained by the Facilitator for travel-related services provided to the consumer (sometimes referred to as a “facilitation fee”), and any additional amounts retained by the Facilitator as compensation for its services to the consumer for the individual transaction, or, in the instance of a consumer’s direct rental of a room with the hotel or motel, gross rent shall mean the amount charged by the hotel or motel directly to the consumer for the occupancy of the room.

“Person” means any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, whenever the term “Person” is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part-owners thereof, and as applied to corporations, the offices thereof, or any other entity recognized by law as the subject of rights and duties.

“Permanent resident” means any person who has occupied or has the right to occupy all or part of a Hotel for more than (30) consecutive days.

Sec. 7-1-5-2: Hotel Use Tax Imposed.

A. There is levied and imposed a tax of six (6) percent of the Gross Rent charged for the privilege and use of renting a Hotel room within the City for each twenty-four (24) hour

period or any portion thereof for which a room charge is made.

B. Accommodations within said buildings or structures which are leased to the same occupant for a period of more than thirty (30) consecutive days shall be exempt from the tax provisions of this Article.

C. Lessors renting or leasing Hotel rooms within the City are required to collect the Hotel Use Tax; however, the ultimate incidence of any liability for payment of the tax is to be borne by the Lessee.

D. The Hotel Use Tax shall be paid in addition to any and all other taxes and charges.

E. It shall be the duty of every Lessor of every Hotel within the City to separately state such tax at the six (6) percent rate upon the total amount of compensation charged for the use of the Hotel. The Lessor shall also state separately the amount of tax on the invoice for the transaction that will be tendered to the Lessee.

F. It shall be the duty of every Lessor of every Hotel within the City to collect the tax from the Lessee at the time the Lessee pays for the privilege of occupying all or part of a Hotel Transient Occupancy Rental Unit, and to remit to the City the tax under procedures provided for in this chapter or otherwise prescribed by the City. If more than one Person is the Lessor as related to a particular transaction, the Lessors are jointly and severally responsible for collecting and remitting the tax.

G. It shall not be a defense to this ordinance that the Lessor is not licensed by the City to rent Hotels and the Lessor will still be required to remit the proper tax to the City.

Sec. 7-1-5-3: Rules and Regulations

The Finance Director may promulgate rules and regulations not inconsistent with the provisions of this chapter concerning enforcement and application of this chapter. The phrase "rules and regulations" includes, but is not limited to, case-by-case determination of whether or not the tax imposed by this chapter applies.

Sec. 7-1-5-4: License Required

A. It shall be unlawful for any person to establish, operate or maintain, or permit to be established, operated or maintained, upon any property owned or controlled by him a hotel or motel within the City without having first obtained a license therefor from the City Clerk or without complying with all provisions of this Section.

B. No license shall be issued or annually renewed for a hotel or motel delinquent in payment of the use and privilege tax or the payment of any fines and/or penalties assessed for the non-payment or late payment thereof.

C. The annual fee for such license for a hotel or motel shall be \$10.00. The license shall be valid for one year.

Sec. 7-1-5-5: Books and Records

The Finance Director, or any person certified as his deputy or representative, may enter the premises of any hotel or motel for inspection and examination of books and records in order to effectuate the proper administration of this Section and to ensure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder, or interfere with the Finance Director or his duly authorized deputy or representative in the discharge of his duties and the performance of this Section. It shall be the duty of every owner to keep accurate and complete books and records to which the Finance Director or his deputy or authorized representative shall at all times have access, which records shall include a daily sheet showing:

- (1) The number of hotel or motel rooms rented during the 24-hour period, including multiple rentals of the same hotel rooms where such shall occur; and
- (2) The actual hotel or motel tax receipt collected for the date in question.

Sec. 7-1-5-6: Transmittal of Tax Revenue

A. The Lessor of each Hotel within the City shall file returns and remit collected taxes, to the City Finance Department showing tax receipts received with respect to each Hotel during each monthly period commencing on July 01, 2021 and continuing on the first day of every month thereafter on forms prescribed by the City. The return shall be due on or before the last day of the calendar month succeeding the end of the monthly filing period. Each Lessor shall file an application with the City for a City Taxpayer Identification Number prior to filing its first tax return.

B. The first taxing period for the purpose of this chapter shall commence on July 01, 2021; and the tax return and payment for such period shall be due on or before August 31, 2021. Thereafter, reporting periods and tax payments shall be in accordance with the provisions of this chapter. At the time of filing such tax returns, the owner shall pay to the City all taxes due for the period to which the tax return applies.

C. As compensation for services rendered by a retailer in the collection and payment of this tax, retailers filing a tax return in the manner provided in this Subsection may retain an amount equal to one percent of the total tax due.

D. The person filing such return shall attach thereto a copy of its Illinois Retailer's Sales and Use Tax or Hotel Operator's Tax returns for the month for which a return is made under this Section.

Sec. 7-1-5-7: Late File and Payment

A. Any notice, payment, remittance or other filing required to be made to the City for the tax imposed by this article shall be considered late unless it is (a) received by the City on or before the due date imposed by this article, or (b) received via a method consistent with the current established standards of filing and payment determined by the City.

B. In the event a determination has been made that a tax is due and owing, through audit, assessment or other bill sent, the tax must be paid within the time frame otherwise indicated.

C. Interest. In addition to any penalty for which provision is made in this Section, any amount of tax not transmitted when due shall bear interest at the rate of two percent per month, or fraction thereof, until fully transmitted, based on a year of 365 days and the number of days elapsed.

D. Late filing and payment penalties.

(1) Any person who fails to file a return when and as required under this Section shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of ten percent of the tax that such person is required to transmit to the City for each 30-day period that the return remains unfiled; provided, however, a 20 percent penalty shall be imposed for any fraudulent failure to file a return. Failure to file a return within three months after receiving notice of the delinquency of such return shall be deemed fraudulent failure to file a return. Failure to provide required supporting documentation along with the return shall be deemed a failure to file a return and may be subject to penalties pursuant to Section 7-1-5-12.

(2) Any person who files a return as required by this Section but fails to transmit the tax proceeds, or any portion thereof, to the City when due, shall, in addition to the required tax, pay to the City a penalty of ten percent of the amount of tax not transmitted to the City for each 30-day period that the tax remains unpaid; provided, however, the fraudulent failure to pay such tax shall result in a 20 percent penalty. Failure to pay taxes due within three months after receiving notice of the delinquency of such taxes shall be deemed fraudulent failure to pay such tax.

E. In addition to any of the previous penalties above set forth, any person who is required under this Section to file a return and to transmit the tax proceeds, but fails to do so in a timely manner, shall be ineligible for any reimbursement of funds from the City if they were in arrears at the time the event for which reimbursement is sought occurs; or if they have been in arrears for any amount of time, on two or more occasions in the previous preceding 12 months from when application for reimbursement was made.

F. Any officer or employee of any corporation which is an owner subject to the provisions of this Section who has control, supervision or responsibility of collecting tax proceeds, filing returns and transmitting collected tax proceeds of the tax herein imposed by this Section and who willfully fails to file such return or to transmit any tax proceeds so collected to the City shall be personally liable for such amounts collected, including interest and penalties thereon, if after proper proceedings for the collection of such amount, such corporation is unable to pay such amounts to the City; and the personal liability of such officer or employee, as provided in this Section, shall survive dissolution of the corporation. For purposes of this subsection, a person willfully fails to act if he takes any conscious and voluntary action intending not to perform any of his obligations hereunder, including, but not limited to, the utilizing of tax proceeds collected for the City to pay any other corporation obligations.

Sec. 7-1-5-8: Other Actions Authorized

The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with these amendments. Any and all actions previously performed by officials, employees and/or

agents of the City in connection with carrying out and consummating the intent of this ordinance are hereby authorized, approved and ratified by this reference.

Sec. 7-1-5-9: Collection

Whenever any person shall fail to pay any tax as provided in this Section, the Corporation Council shall, upon the request of the City Manager, bring or cause an action to enforce the payment of such tax on behalf of the City in any manner authorized by law or this Code.

Sec. 7-1-5-10: Proceeds of Taxes and Fines

All proceeds resulting from the imposition of the tax under this Section, including penalties, shall be paid into the City Treasury and shall be credited to and deposited in the corporate fund of the City. Such proceeds shall be used exclusively for the promotion of tourism and conventions within the city or to attract overnight non-resident visitors to the City. No hotel/motel tax funds received by the City shall be used to advertise for or otherwise promote new competition in the hotel business.

Sec. 7-1-5-11: Suspension of Licenses

If the Mayor, after hearing held by or for him, shall find that any person has willfully avoided payment of the tax imposed by this Section, or any fines and/or penalties assessed for the non-payment or late payment of such tax, he may suspend or revoke all city licenses held by such tax evader. The owner, manager or operator of the hotel or motel shall have an opportunity to be heard at such hearing to be held not less than five days after notice of the time and place of the hearing to be held, addressed to him at his last-known place of business.

Sec. 7-1-5-12: Penalties

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this Section, except when otherwise specifically provided herein, upon conviction thereof, shall be punished by a fine of not less than \$250.00 nor more than \$1,000.00 for the first offense, not less than \$500.00 nor more than \$2,000.00 for the second offense, not less than \$1,000.00 nor more than \$4,000.00 for the third offense, not less than \$2,000.00 nor more than \$5,000.00 for the fourth and each subsequent offense, or five times the amount of the tax imposed, whichever is higher, for a second or subsequent offense. Each day a violation continues or is allowed to continue after written notice thereof is provided by the City shall be considered a separate offense. The purpose of imposing the penalties provided for the violation of this Section is to ensure the integrity of the collection process established pursuant to this Section.

Section 5. Publication of Ordinances: That this ordinance shall be published in accordance with all applicable state and local laws. Copies of this ordinance shall be made available to the public upon request at the City Clerk's office.

Section 6. Application: That this ordinance shall be liberally construed and administered to supplement all of the City tax ordinances. To the extent that any ordinance is in conflict with or inconsistent with this ordinance, this ordinance shall be controlling.

Section 7. Severability: That if any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 8. Effective Date: That this ordinance shall be in full force and effect for all Hotel bookings made on or after July 01, 2021.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 24, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Ordinance No. 2974-21/22 Amending the Raffle Code

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City Clerk's Office has received inquiries from local not-for-profits about Progressive style raffles. The limits in place are too restrictive to be in compliance or for these raffles to be effective. The State has amended the State Raffles Act. The proposed amendments to our code accommodate the changes passed by the state and increase limits on the value from \$25,000.00 to \$500,000.00 and time lengths of a raffle.

FINANCIAL IMPACT: none

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

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

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/21/2021

Date:

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 1, DIVISION 15
OF THE CITY CODE REGARDING RAFFLES

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

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

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City to amend the provisions of the City Code regulating the conduct of raffles within the City as set forth herein.

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

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

Section 2. Chapter 5, Article 1, Division 15, Section 4 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

Sec. 5-1-15-4. - License requirements.

- (a) *License required.* It shall be unlawful to conduct or operate a raffle or to sell, offer for sale, convey, issue or otherwise transfer for value a chance on a raffle unless said raffle has been licensed in accordance herewith.
- (b) *Conditions for licensing.* A license may be requested for one raffle or for a specified number of raffles, ~~not exceeding 12,~~ to be conducted during the **fiscal** year, provided that the maximum time period during which any raffle shall be conducted shall not exceed 365 days. the following shall apply:_____
 - ~~(1) The maximum time period during which any raffle shall be conducted shall not exceed 120 days unless the City Council has specially authorized a longer period of time.~~
 - ~~(2) The sale or issuance of raffle chances for any raffle shall not commence until after all prior raffles conducted by the licensee have been concluded. A raffle is concluded for purposes of this Section when the winning chances have been determined and the gross receipts, expenses and net proceeds for said raffle have been reported in the manner provided in this Division.~~

Section 3. Chapter 5, Article 1, Division 15, Section 8 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 5-1-15-8. – Fee.

A fee in the amount as set forth below shall be paid to the City Clerk when an application for a raffle license is filed. Said application fees are non-refundable even should the application be rejected by the City Clerk.

(1) ~~If a license is requested for one raffle, a~~ fee of \$10.00 shall be paid per raffle.

(2) ~~If a license is requested for two raffles, a fee of \$20.00 shall be paid.~~

~~(3) If a license is requested for more than two raffles to be conducted during the calendar year, a fee of \$30.00 shall be paid.~~ Notwithstanding the foregoing, an annual raffle license for the conduct of multiple raffles may be issued for a fee of \$120. Annual raffles will be valid May 1st through the following April 30th.

Section 4. Chapter 5, Article 1, Division 15, Section 12 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 5-1-15-12. – Prize Limitations.

The aggregate retail value of all prizes awarded in a single raffle shall not exceed ~~\$25,000.00~~ \$500,000.00 and the retail value of any one prize awarded in a single raffle shall not exceed ~~\$25,000.00~~ \$500,000.00.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 1, DIVISION 15
OF THE CITY CODE REGARDING RAFFLES**

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

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

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City to amend the provisions of the City Code regulating the conduct of raffles within the City as set forth herein.

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

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

Section 2. Chapter 5, Article 1, Division 15, Section 4 of the Pekin City Code is hereby amended as follows:

Sec. 5-1-15-4. - License requirements.

- (a) *License required.* It shall be unlawful to conduct or operate a raffle or to sell, offer for sale, convey, issue or otherwise transfer for value a chance on a raffle unless said raffle has been licensed in accordance herewith.
- (b) *Conditions for licensing.* A license may be requested for one raffle or for a specified number of raffles to be conducted during the fiscal year, provided that the maximum time period during which any raffle shall be conducted shall not exceed 365 days.

Section 3. Chapter 5, Article 1, Division 15, Section 8 of the Pekin City Code is hereby amended as follows:

Sec. 5-1-15-8. – Fee.

A fee in the amount as set forth below shall be paid to the City Clerk when an application for a raffle license is filed. Said application fees are non-refundable even should the application be rejected by the City Clerk.

- (1) A fee of \$10.00 shall be paid per raffle.

(2) Notwithstanding the foregoing, an annual raffle license for the conduct of multiple raffles may be issued for a fee of \$120. Annual raffles will be valid May 1st through the following April 30th.

Section 4. Chapter 5, Article 1, Division 15, Section 12 of the Pekin City Code is hereby amended as follows:

Sec. 5-1-15-12. – Prize Limitations.

The aggregate retail value of all prizes awarded in a single raffle shall not exceed \$500,000.00 and the retail value of any one prize awarded in a single raffle shall not exceed \$500,000.00.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK