



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, APRIL 26, 2021 5:30 PM

Notice is hereby given that a regular meeting of the City Council of the City of Pekin, Illinois will be held on Monday, April 26, 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. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at smcmillan@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on April 26, 2021".

To view meeting online go to: <http://pekinil.igmp2.com> (click banner at the top that states "View live meeting") or Channel 22

1. Pledge of Allegiance

2. Call to Order

3. Approve Agenda

3.1. Approve agenda

4. Approval of Minutes

4.1. Approval of Minutes

4.2. City Council - Regular Meeting - Apr 12, 2021 5:30 PM

5. Public Input

6. Consent Agenda

6.1. Tazewell County Animal Control Billing - March 2021

6.2. Accounts Payable To Be Paid Proof List thru April 16, 2021

6.3. Financial Reports February FY2021

6.4.	Receive and File Bid High Point Lane Storm Sewer Outfall Repairs
6.5.	Ordinance No. 2964-20/21 Special Use Wilson Auto Sales 805-611 Derby Street ACTION REQUESTED: Approve and Adopt the Ordinance.
6.6.	Ordinance No. 2965-20/21 Variance Request 2323 Lakeshore Drive ACTION REQUESTED: Approve and Adopt the Ordinance.
7.	Public Hearing
7.1.	Public Hearing - CDBG 2021 Annual Action Plan
8.	Unfinished Business
8.1.	Ordinance No. 2966-20/21 Amending Solid Waste Collection Provisions of the City Code ACTION REQUESTED: Approve and Adopt the Ordinance.
9.	New Business
9.1.	Resolution No. 242-20/21 Award the High Point Lane Storm Sewer Repair Contract to Stark Excavating ACTION REQUESTED: Approve and Adopt the Resolution.
9.2.	Resolution No. 243-20/21 Approve Joint Agreement with IDOT ACTION REQUESTED: Approve and Adopt the Resolution.
9.3.	Resolution No. 244-20/21 Renewal of Professional Services Agreement with City Solutions, LLC ACTION REQUESTED: Approve and Adopt the Resolution.
9.4.	Resolution No. 245-20/21 Renewal and Amendment of Professional Services Agreement with SAFEbuilt Illinois LLC ACTION REQUESTED: Approve and Adopt the Resolution.
9.5.	Resolution No. 246-20/21 Contract Renewal with Tyler Technologies for Versatrans Bus Routing Software ACTION REQUESTED: Approve and Adopt the Resolution.

9.6. Resolution No. 247-20/21 Amendment to DACRA Computer System and Software Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
9.7. Resolution No. 248-20/21 Amending Policy No. 20-10/11 - Fund Balance Reserves Policy ACTION REQUESTED: Approve and Adopt the Resolution.
9.8. Resolution No. 249-20/21 Collective Bargaining Agreement with IAFF Local 524 May 1, 2021-April 30, 2026 ACTION REQUESTED: Approve and Adopt the Resolution.
9.9. Ordinance No. 2967-20/21 Amending the City Code to Provide for Additional Police and Fire Staff ACTION REQUESTED: Approve and Adopt the Ordinance.
9.10. Ordinance No. 2968-20/21 Adoption of Fiscal Year 2021-2022 Budget ACTION REQUESTED: Approve and Adopt the Ordinance.
10. City Council or Staff Reports
11. Executive Session 5 ILCS 120/2 (c)2. Collective Negotiating Matters and 6. Setting a Price for Sale or Lease of Property and 5. Purchase of Property
12. 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 APRIL 12, 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, APRIL 12, 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. PRIOR TO THE MEETING, YOU CAN ALSO SUBMIT A PUBLIC COMMENT REMOTELY BY EMAIL, BY 3 PM THE DAY OF THE MEETING, BY SENDING AN EMAIL TO THE CITY CLERK AT SMC MILLAN@CI.PE KIN.IL.US AND INSERTING IN THE SUBJECT LINE FOR THE EMAIL "PUBLIC COMMENT FOR MEETING ON APRIL 12, 2021".

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

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meetings Act requirements, this meeting was held remotely via Zoom Meetings with the option of an in person meeting at Council Chambers for the public to attend with proper social distancing. Therefore, the provisions of the City Code regarding electronic attendance did not apply.

The Pledge of Allegiance was led by Council Member Orrick. The Clerk confirmed by roll call vote, that all Councilmembers were physically present.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:03 PM
Rick Hilst	Councilman	Present	5:04 PM
Karen Hohimer	Councilwoman	Present	5:06 PM
Dave Nutter	Councilman	Present	5:04 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:05 PM
John P Abel	Councilman	Present	5:06 PM
Mark Luft	Mayor	Present	5:05 PM

APPROVE AGENDA

3.1. Motion to: Approve agenda

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

APPROVAL OF MINUTES**4.1. Motion to: Approval of Minutes**

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

4.2. City Council - Regular Meeting - Mar 22, 2021 5:30 PM**4.3. City Council - Special Meeting - Mar 29, 2021 5:30 PM****4.4. City Council - Special Meeting - Apr 5, 2021 5:30 PM****PUBLIC INPUT**

Mr. Mangan addressed the Council by phone and indicated he had read in the newspaper an article regarding Americans with Disabilities (ADA) Class Action Lawsuit. He questioned that he saw nothing on line in researching the City of Pekin website for budgeted dollars set aside for claims and attorney fees. He referenced page 55 and page 62 of the posted draft FY22 budget in Capital and Motor Fuel Tax (MFT) line items \$1.5 million described as sidewalk renovation and engineering fees. He asked if those funds budgeted were a result of the lawsuit.

No other public comments were received.

CONSENT AGENDA

Mayor Luft presented and read the Consent Agenda items for omnibus vote.

6.1. Tazewell County Animal Control Billing - February 2021**6.2. Accounts Payable To Be Paid Proof List thru April 02, 2021****Motion to: Approve Consent Agenda**

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

PUBLIC HEARING**7.1. Public Hearing on FY22 Budget**

Mayor Luft opened a Public Hearing at 5:35 p.m. for the purpose of considering and hearing testimony relative to the adoption of the budget for the City of Pekin for fiscal year May 1, 2021 through April 30, 2022, which notice had been properly published in the Pekin Daily Times on April 1, 2021 and that the Budget was available for the public inspection at the Office of the City Clerk at 111 S. Capitol Street, Pekin, Illinois, during regular business hours. The public was further notified that the proposed budget could further be revised after the public hearing before final action was taken. Mayor Luft gave the opportunity to the public to speak. No comments were received from the Public.

City Manager Mark Rothert noted the budget was available on the website for the public. He presented the \$29 million dollar General Fund FY22 Budget and the Capital Budget both totaling \$70 million dollars. Mr. Rothert advised the Council that it was sizeable and that staff had been working on the numbers for a few months. The balanced budget would be presented for adoption at the Council Meeting on April 26, 2021.

Council Member Nutter requested that Mr. Mangan's inquiry related to sidewalk budget figures be addressed. Mr. Rothert explained expenditures in the MFT and money to be programed into the Street Department budget for sidewalks was not necessarily related to the ADA lawsuit but was to go to help the City meet responsibilities of walkable and transversable sidewalks in the city.

Attorney Katherine Swise addressed the question of funds being budgeted for the lawsuit and advised that claims would be paid by the City of Pekin insurance carrier and would not appear on the City budget.

Council Member Orrick asked how the proposed budget compared to the current budget year. Mr. Rothert reported the higher amount over the \$22.8 million dollar FY 21 was a result of shifting revenues to be directed to pensions.

Council Member Hilst questioned a transfer of \$750,000 from the Solid Waste Enterprise Fund to the General Fund. Mr. Rothert explained there was a policy used as a guide in transferring funds. Transfer of balances was the discretion of the Council. He advised justification of the transfer to the General Fund was to offset costs to maintain streets. Council Member Nutter questioned if the reliance of the Enterprise Funds was to balance the budget. The Council Member spoke of his hesitancy to approve the budget without the Audit being complete. Finance Director/Treasurer Bruce Marston stated Sikich advised his department that a draft of the FY19 audit would be completed on April 26, 2021 for the City's review. Council Member Hilst questioned is a CAFER would be completed and was told no.

The Public Hearing was closed at 5:52 p.m. by Mayor Luft.

UNFINISHED BUSINESS

Unfinished Business item Ordinance No. 2960-20/21 was brought forward by a motion from Council Member Orrick and seconded by Council Member Abel. Council had previously discussed changes to solid waste collection at Council meetings on February 22, 2021, March 8, 2021 and March 22, 2021. An alternative version of the originally amended ordinance was presented which included updated language and additional edits after re-review from staff and input from Council.

Mr. Rothert advised that revisions to the code included clarity to standards for collection, appropriate use of carts, redirecting bulk pickup services to annual clean up events, extending out the scheduling of fees. Revisions were recommended to limitless bulky item pickup to reduce wear and tear on trucks, reduce growing landfill costs, and reduce workers compensation claims from injuries. A general discussion followed with Council expressing their concerns and questions. Staff addressed issues and answered questions of limiting the definition of "approved containers" with lids and lift bar, carts, bundled waste and yard waste bags. Discussion also included the City's right to refuse collection of any items placed in violation of the ordinance and the suggestion for the City to alternatively provide a bulk item clean up event(s) during the year. From public input received by Council Member Abel, he recommended upgrading the routes taken by the solid waste drivers. Council Member Orrick expressed concern of permitted paper sack being taken away next and strongly urged that

bulk item clean up events be written in the Code. Mayor Luft spoke of the refusal of non-acceptable items, notices being sent to landlords, and the backlash calls received from the taxpayers. Council Member Hohimer spoke about the importance of educating the public on proper standard for solid waste collection and especially non-acceptable construction materials. Suggestions were made for using flyers and notices in utility billing mailings. Solid Waste and Streets Superintendent Brett Olson explained that the increased tonnage was directly related to the previous COVID year construction home projects, stimulus check purchases and increase in mattresses disposal. Council member Nutter suggested an alternative of every other week pick-up. Council Member Hilst voiced his concern that restricting picked up items would create a huge problem in the community of dumping along roadside or vacant lots. He did not support reinstating a cost to the citizens. Council Member Hilst questioned the collection of the grade school and YWCA recycles, walkup fee collection and policy not provided in the Code, and collection of garbage in alleys.

Discussion continued as Brett Olson, Superintendent of Solid Waste/Street Department described in a PowerPoint presentation the Solid Waste FY22 Budget Request. The department current personnel, vehicles, responsibilities, and request were further explained. Council spoke of optimizing routes, every other week recycling, leasing vehicles and an efficiency study.

Council Member Hohimer spoke of the large amounts of bulky items, mattresses, couches, and construction materials that were placed at the curb and the weight of materials in the cans. She expressed concern that the City service was not meant for that purpose but for the collection of residential garbage and dumpsters from private companies should be leased for such purpose. The following prohibited materials were further discussed.

(c) Prohibited materials. The following materials will not be accepted for collection pursuant to this Division:

- (1) Building or construction materials, provided that carpet will be accepted if it is rolled up in bundles of not more than 4 feet in length and not more than 50 pounds in weight.
- (2) Bulk items, which shall be defined as items too large to fit inside a 96-gallon cart, including, but not limited to, furniture and mattresses.
- (3) Household appliances and electronics.
- (4) Animal remains, and animal waste unless placed within a separate bag or container prior to being placed in the disposal cart.
- (5) Hazardous waste, batteries, motor oil, and other materials that cannot be disposed of at the disposal facility.
- (6) Paint cans, unless the paint is completely dried out prior to being placed for disposal.

It was suggested to begin amending the solid waste collection provisions of the code by approving prohibited materials and revisit the remaining provision to discuss charges at a later date.

A motion was made by Council Member Orrick and seconded by Council Member Hohimer to accept proposed revisions to the presented ordinance Sec. 3-1-2-4. Prohibited acts. The motion was clarified by Attorney Swise that the remainder of the ordinance would be laid over to the next Council meeting and needed a motion to adopt the ordinance containing only the amended section. Ms. Swise also clarified effective date and that the 10 day statute for

penalty did not apply to prohibited materials section adoption. It was decided not to pickup prohibited items beginning the following Monday, April 19, 2021.

8.1. Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code

RESULT:	ADOPTED AS AMENDED [5 TO 1]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel
NAYS:	Rick Hilst
ABSTAIN:	Mark Luft

Motion to: **Accept Proposed Revisions to Prohibited Acts and Materials Section 3.1.2.4(c) and Reserve Action on Other Proposed Ammendments Until April 26th**

RESULT:	ADOPTED [5 TO 1]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel
NAYS:	Rick Hilst
ABSTAIN:	Mark Luft

NEW BUSINESS

9.1. Resolution No. 240-20/21 PY 2020 Community Development Block Grant (CDBG) Public Services Funding

Mr. Rothert presented the City's Community Development Block Grant Public Services Funding request to the Council in the absence of the CDBG Program Manager David Bess. He informed the Council the grant provided by the US Department of Housing and Urban Development (HUD) could be used to provide funding to local non-profit organizations operating in the community. Those expenditures, referred to in regulations as Public Services expenditures, could not exceed 15% of the City's annual allocation per grant year. Historically, the City had provided funding to both the Center for Prevention of Abuse and The Salvation Army to continue and expand services for individuals and families experiencing or at high-risk of experiencing homelessness.

Mr. Rothert further advised that the Program Manager was recommending approval of continued funding for these organizations to reimburse them for expenses incurred during the program year while carrying out eligible Public Services activities. The amount recommended for approval was the total amount of funding requested by each organization to provide for the continued administration of the following programs: The Center for Prevention of Abuse's Carol House of Hope, a domestic violence shelter that provides housing, essential items, counseling, medical advocacy, and legal assistance. To continue these services, assistance from the City was requested in the amount of \$16,600. The Salvation Army's Rust Center, a transitional shelter that provides a variety of services through their Pathway of Hope initiative. In addition to providing shelter, the Rust Center also offers ongoing case management to help clients identify the root causes of why they have experienced homelessness and assist them in taking steps to overcome situations that prevent housing stability. To continue and expand these services, assistance from the City was requested in the amount of \$20,184.26.

Mayor Luft told of his personal experience of a call to him for help and that the Salvation Army took the lead in finding shelter for the individual.

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

9.2. Resolution No. 241-20/21 Approve Inter-governmental Grant Agreement with the State of Illinois, Department of Commerce and Economic Opportunity

City Engineer Josie Esker requested Council's approval of an Intergovernmental Agreement with the State of Illinois. The grant agreement was with the Department of Commerce and Economic Opportunity (DCEO) for a Rebuild Illinois Fast Track grant for \$2,000,000.00 that the City was awarded for Court Street from Veterans to Valle Vista.

Ms. Esker advised the project costs were estimated at \$2.8 million, and the City would be responsible for the initial funding for the entire project. Staff would request reimbursement of funds from DCEO as payments were made, but would likely not receive reimbursement until after the project was completed.

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

9.3. Capital Budget (Part 2) Presentation

Capital Budget Part 2 began with City Engineer Josie Esker giving an overview of Infrastructure FY22. In a slide presentation she informed the Council of Roadway, Sidewalk, Sanitary Sewer, Storm sewer projects proposed in the budget. She advised the Council that the 2021 MFT Street and Sidewalk Maintenance Plan with total cost of \$2,529,000.00 had already been presented to the Council. Ms. Esker further discussed the larger street projects including Front Street, Allentown Road Curve, Court Street sections, Derby Street and Downtown. Costs figures for sidewalk engineering, ramps and 50/50 program were presented. The importance of camera results and lining projects and repairs to sanitary sewer was discussed to reduce the emergency repairs that Council had been seeing. Council also received information on storm sewer erosion projects scheduled including Broadway Farms, Tharp Street, Brookview Terrace, and High Point Lane at Pekin Housing location. Storm sewer larger projects proposed were Lake Kennedy Trash and Silt Collection and Court Street Drainage Improvements. Council further discussed the Court Street Drainage estimate \$2.5 to \$3.5 million. Questions were asked by the Council concerning use of the sewer fund reserves, the timing to coordinate with construction of Court Street - Stadium to Valle Vista and the necessity of the options recommended in the study if the water pooling on Court only remains for a short period of time during heavy rains. After further discussion it was Council's consensus to remove Court Street Drainage Improvements from the budgeted figures.

Capital Budget Part 2 presentation of the Street Department request continued. Superintendent Brett Olson informed the Council in his slide presentation of the current personnel operations, the vehicles and equipment currently in the

department, the infrastructure responsibilities of lane miles, sanitary, storm and combined sewers, manholes, inlets, catch basins and lift stations. He charted a comparison of other municipalities workers for street and sewer maintenance miles. Discussion followed on the department's request for 3 full-time workers and proper additional trucks. Mr. Olson stated his reasoning for the request of full time over part-time summer help.

CITY COUNCIL OR STAFF REPORTS

City Manager Rothert reported that with Outlook down that he had a list of items to respond to Council's inquiries of questions and status of projects. Council Member Nutter questioned the procedure for the public to get a pothole fixed. Mr. Olson advised that the public call the Street Department to make that request and give location. Council Member Hilst asked how the department responds and was informed that potholes were fixed from call-in list first. Regarding the discussion on summer help, City Manager Rothert advised the Council that temporary workers was a negotiated union contract item. The Council was also informed by the Manager the reason that the City's Outlook program continued to be down. Council Member Hilst asked for update on properties. He brought to the Manager's attention that the sold property on Elizabeth Street still housed equipment in the locked fence area. Mr. Rothert advised that title work was still being clarified for completion with the cell tower company. On the question of 228 Margaret Street purchase, the Council was advised that a contract was not signed and the City will not purchase or own the property. The question was asked if the yardcrew would be mowing State island properties. Response was given that the Manager did not intend to but would check if there was a contractual agreement. Council Member Hilst also asked the status of the supplemental information on personnel salaries and percentages of increases. Mr. Rothert advised the report was on his list to provide the Council. He also reported that the status of publishing an RFP for solid waste collect was contingent on Council's action on the ordinance presented previously at this meeting.

Mayor Luft welcomed newly elected Council Member Becky Cloyd in attendance in the Chamber. The Mayor also acknowledge the attendance of Charity Gullett, Tourism and Beatification Committee Member, and previous attendees to the opened Council Chambers and Infrastructure Committee meetings, Mr. and Mrs. Glenn Johnson.

EXECUTIVE SESSION 5 ILCS 120/2 (C) IF APPLICABLE

ADJOURN

There being no further business to come before the Council, a motion was made by Council Member Garrison, seconded by Council Member Orrick to adjourn the meeting. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:30 p.m.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 26, 2021
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Animal Control - March 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/23/2021

Date:

Tazewell County Animal Control

INVOICE

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

INVOICE #	DATE
02-2103	04/01/2021

BILL TO

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

DESCRIPTION	AMOUNT
City Contract Fee – March Services Rendered 03/01/2021 – 03/31/2021	\$3,828.91
<i>Thank you!</i>	TOTAL \$ 3,828.91

Attachment: Animal Control March 2021 (2567 : Animal Control - March 2021)

Tazewell County Animal Control

Record count on this entire report: 168

Run Date: 04-13-2021 11:27:17 AM by Libby Aeschleman

FAX: (309) 925-3633

Group By Municipality
Order By Municipality
Page Number: 12 of 19

Municipality:	PEKIN						Officer Call
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal		
03-12-2021 1	03-12-2021	Stray/Aco Pickup Pickup location: 619 S 12th, Pekin, IL 61554	Harms, Jaymee	Kimberly Maurice...	#150157/M/Dog/Beagle/(Purebred) Bo/Medium/Adult/Tri		9668
03-07-2021 2	03-07-2021	Stray/Aco Pickup Pickup location: 1400 Block Of Alley S 6th And 7th St, Pekin, IL 61554	Kautz, Chad	Christina Hutter	#176247/M/Dog/Pit Bull Sketch/Medium/Adult/Blue		9638
03-19-2021 6	03-19-2021	Stray/Aco Pickup Pickup location: 316 S 4th St, Pekin, IL 61554	Lohnes, Pam	Todd Degroot	#184463/F/Dog/Labrador Retriever Bailey/Yellow		9709
03-09-2021 2	03-09-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes		Erik Adkisson	#193574/M/Dog/Bloodhound Elmer		
03-16-2021 2	03-16-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#193805/F/Dog/Labrador Retriever Daisy		9598
03-01-2021 3	03-01-2021	Stray/Aco Pickup Pickup location: 3 Reuling Court, Pekin, IL 61554	Harms, Jaymee		#193372/M/Cat/Dsh Fisher/Medium/Orange		9729
03-22-2021 2	03-22-2021	Stray/Aco Pickup Pickup location: 2225 Autumn Drive, Pekin, IL 61554	Lohnes, Pam	Erik Adkisson	#193997/M/Cat/Dsh Small/Adult/Tabby/White		
03-16-2021 3	03-16-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#193806/M/Dog/Labrador Retriever Benji		
03-08-2021 7	03-08-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#193554/F/Cat/Dsh Daisy/Small/Kitten/Dilute/Calico		9635
03-05-2021 3	03-05-2021	Stray/Aco Pickup Pickup location: 1415 Knapp St, Pekin, IL 61554	Lohnes, Pam		#193516/M/Cat/Dsh Feral/Large/Adult/Brown/Tabby		9636
03-07-2021 1	03-07-2021	Wildlife/Aco Pickup Pickup location: 1 Court St, Pekin, IL 61554	Rush, Theresa		#193517/U/Other/Raccoon Small/Adult/Gray/Black		9656
03-10-2021 1	03-10-2021	Wildlife/Aco Pickup Pickup location: 1215 S 2nd St, Pekin, IL 61554	Lohnes, Pam		#193583/U/Smalfurry/Skunk Small/Baby/Black/White		9736
03-23-2021 1	03-23-2021	Wildlife/Aco Pickup Pickup location: 300 Sheridan Road, Pekin, IL 61554	Lohnes, Pam	Ben Michle	#194020/U/Rabbit/Bunny Rabbit Small/Adult/Brown		
03-22-2021 3	03-22-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#194002/F/Dog/Pointer Jojo/Liver/White		9737
03-23-2021 2	03-23-2021	Stray/Aco Pickup Pickup location: 76 Grove Place, Morton, IL 61550	Lohnes, Pam		#194021/U/Cat/Dh Feral/Medium/Adult/Black/White		9632
03-10-2021 2	03-10-2021	Stray/Aco Pickup Pickup location: 76 Grove Place, Pekin, IL 61554	Harms, Jaymee		#193595/M/Cat/Dh Booth/Large/Gray/White		9393
03-12-2021 8	03-12-2021	Owner Surrender/Aco Pickup Pickup location: 702 Grandview Avenue, Pekin, IL 61554	Lohnes, Pam	Heather Bouchez	#193703/F/Cat/Dsh Sage/Small/Adult/Brown/Tabby		
03-09-2021 3	03-09-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#193581/M/Dog/Corgi Hershel/Brindle/White		

Tazewell County Animal Control

Record count on this entire report: 168
 Run Date: 04-13-2021 11:27:17 AM by Libby Aeschleman
 FAX: (309) 925-3633

Group By Municipality
 Order By Municipality
 Page Number: 13 of 19

Municipality:	PEKIN	Reason and Transport	ACQ	Owner at Intake	Animal	Officer Call
Case ID	Intake Date	Reason and Transport	ACQ	Owner at Intake	Animal	Officer Call
03-12-2021 7	03-12-2021	Owner Surrender/Aco Pickup Pickup location: 702 Grandview Avenue, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#193702/F/Cat/Dmh Mocha/Small/Adult/Tortoise Shell	9393
03-12-2021 9	03-12-2021	Owner Surrender/Aco Pickup Pickup location: 702 Grandview Avenue, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#193704/M/Cat/Dsh Hippie/Medium/Adult/Orange/Tabby	9393
03-11-2021 2	03-11-2021	Stray/Aco Pickup Pickup location: Not specified or see notes	Rush, Theresa		#193675/F/Cat/Dsh Jen/Large/Adult/Gray/Tabby	9667
03-26-2021 7	03-26-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#194207/M/Cat/Dlh Large/Adult/Gray	9759
03-26-2021 5	03-26-2021	Wildlife/Aco Pickup Pickup location: 200 Blk Sunset Hills, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#194200/U/Other/Raccoon Medium/Adult/Black/Brown	9756
03-26-2021 4	03-26-2021	Stray/Aco Pickup Pickup location: 76 Grove Place, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#194199/F/Cat/Dsh Feral/Medium/Adult/Dilute/Tortoise Shell	9686
03-14-2021 1	03-14-2021	Stray/Aco Pickup Pickup location: 300 South St, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554		#193718/F/Dog/Pit Bull China/Medium/Adult/Black/White	9763
03-26-2021 8	03-26-2021	Wildlife/Aco Pickup Pickup location: 1301 Willow St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#194252/U/Rabbit/Bunny Rabbit Small/Adult/Brown	9763
03-26-2021 1	03-26-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Autumn Delhuter	#194194/M/Cat/Dlh Kitty/Large/Adult/Black/White	9682
03-13-2021 2	03-13-2021	Wildlife/Aco Pickup Pickup location: 1407 N 11th St, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554		#193715/U/Other/Raccoon Medium/Adult/Black/Brown	9691
03-15-2021 1	03-15-2021	Wildlife/Aco Pickup Pickup location: 1510 S Capital, Pekin, IL 00000	Harms, Jaymee Pekin, IL 00000		#193734/U/Other/Bat Bite 9691/Small/Adult/Brown	9706
03-19-2021 3	03-19-2021	Stray/Aco Pickup Pickup location: 1506 Norwood St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Seth Friedrich	#109818/M/Dog/Weimaraner Todd/Large/Adult/Blue	9627
03-04-2021 4	03-04-2021	Owner Surrender/Aco Pickup Pickup location: 1321 S 9th, Pekin, IL 00000	Harms, Jaymee Pekin, IL 00000		#193503/F/Cat/Dsh Luna/Medium/Adult/Black	9723
03-21-2021 2	03-21-2021	Other/Aco Pickup Pickup location: 300 Capri St, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554		#193972/F/Cat/Dsh Large/Adult/Brown	9725
03-22-2021 1	03-22-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#193973/F/Cat/Dsh Small/Adult/Tortoise Shell	9725
03-14-2021 2	03-14-2021	Stray/Aco Pickup Pickup location: 300 South St, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554	Jamie Sarnes	#193719/M/Dog/Pit Bull Khan/Large/Adult/Black/White	9686
03-08-2021 5	03-08-2021	Stray/Aco Pickup Pickup location: Sheridan Road, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#133465/M/Dog/Pit Bull T-doh/Large/Adult/Black/White	9651
03-20-2021 5	03-20-2021	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554	Ashley Blanch	#193953/M/Dog/Welsh Corgi Pembroke Cosmo/Small/Adult/Red/White	9716

Tazewell County Animal Control

Record count on this entire report: 168

Run Date: 04-13-2021 11:27:17 AM by Libby Aeschleman

FAX: (309) 925-3633

Municipality:	PEKIN								
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call			
03-12-2021 11	03-12-2021	Stray/Aco Pickup Pickup location: 1416 Jefferson, Pekin, IL 61554	Harms, Jaymee 61554	Wenora Roberts	#129380/M/Cat/Maine Coon Nikki/Grey/Black	9679	9697		
03-19-2021 1	03-19-2021	Stray/Aco Pickup Pickup location: 1616 Koch, Pekin, IL 61554	Harms, Jaymee 61554		#193917/M/Dog/Poodle Roly/Small/Adult/White		9687		
03-14-2021 3	03-14-2021	Wildlife/Aco Pickup Pickup location: Lakeside Cemetery, Pekin, IL 61554	Kautz, Chad 61554		#193722/U/Other/Raccoon Small/Adult/Brown/Black		9638		
03-07-2021 4	03-07-2021	Stray/Aco Pickup Pickup location: 1400 Block Of Alley S 6th And 7th St, Pekin, IL 61554	Kautz, Chad 61554		#193521/F/Dog/Pit Bull Kumquat/Large/Adult/Brindle/White				
03-05-2021 2	03-05-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#193510/M/Cat/Dsh Goldie/Orange		9600		
03-01-2021 1	03-01-2021	Wildlife/Aco Pickup Pickup location: Vfw Road, Pekin, IL 61554	Lohnes, Pam 61554		#193365/U/Bird/Owl Medium/Adult/Brown		9640		
03-08-2021 2	03-08-2021	Wildlife/Aco Pickup Pickup location: 3rd & Charlotte, Pekin, IL 61554	Harms, Jaymee 61554		#193527/U/Other/Raccoon Medium/Adult/Black/Tan		9713		
03-20-2021 1	03-20-2021	Stray/Aco Pickup Pickup location: 2501 Edgewater Drive, Pekin, IL 61554	Kautz, Chad 61554		#193950/F/Dog/Jack Russell Terrier Small/Adult/Red/White				
03-08-2021 6	03-08-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#193553/F/Cat/Dsh Caroline/Dilute/Tortoise Shell		9680		
03-13-2021 1	03-13-2021	Quarantine/Aco Pickup Pickup location: 1114 S Capitol, Pekin, IL 61554	Harms, Jaymee 61554	Rex Foust	#193364/M/Cat/Dsh Oliver/Large/Adult/White/Brown		9638		
03-07-2021 3	03-07-2021	Stray/Aco Pickup Pickup location: 1400 Block Of Alley S 6th And 7th St, Pekin, IL 61554	Kautz, Chad 61554	Jacob Hardwick	#171555/F/Dog/Pit Bull Myra/Large/Adult/White/Brindle		9706		
03-19-2021 2	03-19-2021	Stray/Aco Pickup Pickup location: 1506 Norwood St, Pekin, IL 61554	Lohnes, Pam 61554	Seth Friedrich	#142911/M/Dog/Bluetick Coonhound Hansel/Large/Adult/Black/White				
03-29-2021 3	03-29-2021	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Jerrold McBride	#104805/M/Dog/Pit Bull Bandit/White/Black				
03-29-2021 2	03-29-2021	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Jerrold McBride	#113563/M/Dog/Mixed Breed Rover/Brindle/White		9784		
03-30-2021 5	03-30-2021	Stray/Aco Pickup Pickup location: 3521 Broadway, Pekin, IL 61554	Lohnes, Pam 61554	Tammy List	#194369/M/Dog/Heeler Jay/Medium/Adult/Tri				
03-31-2021 3	03-31-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#194373/M/Cat/Dsh Feral/Gray		9789		
03-31-2021 4	03-31-2021	Stray/Aco Pickup Pickup location: 101 N 8th St, Pekin, IL 61554	Lohnes, Pam 61554		#194374/M/Cat/Dsh Beretta/Medium/Adult/Gray/White				
03-31-2021 2	03-31-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Jeff Abraham	#194372/M/Dog/Pit Bull Teddy/Large/Adult/Brindle/White				

Tazewell County Animal Control**Case Intake Register 03-01-2021 to 03-31-2022**

Record count on this entire report: 168
 Run Date: 04-13-2021 11:27:17 AM by Libby Aeschleman
 FAX: (309) 925-3633

Group By Municipal
 Order By Municipal
 Page Number: 15 of 1

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
03-27-2021 1	03-27-2021	Stray/Aco Pickup Pickup location: 500 N 4th St, Pekin, IL 61554	Kautz, Chad	Christina And Kyle...	#175758/F/Dog/Great Pyrenees Denali/Large/Adult/White/Tan	9767
End of Group		Group count: 55				

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 26, 2021
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru April 16, 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/23/2021

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 04/15/2021 - 10:27AM
 Batch: 00005.04.2021 - missy1 4-16-21



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									
941076073-2	1/22/2021	36.78	0.00	04/16/2021				No	0
100-032-523000	Traffic/Street Signs & Marking			credit taken twice on invoice 9410176073-1					
	941076073-2 Total:	36.78							
9410855799	3/29/2021	1,424.98	0.00	04/16/2021				No	0
100-032-523000	Traffic/Street Signs & Marking			white high intensity sheeting					
	9410855799 Total:	1,424.98							
9410882059	3/30/2021	557.51	0.00	04/16/2021				No	0
100-032-523000	Traffic/Street Signs & Marking			red film for signs					
	9410882059 Total:	557.51							
	3M Total:	2,019.27							
AAA Certified Confidential Security Corp									
10891									
88407	3/26/2021	46.00	0.00	04/16/2021				No	0
100-990-569000	Other Contractual Service			confidential material disposal 3/24/21					
	88407 Total:	46.00							
88446	3/29/2021	38.00	0.00	04/16/2021				No	0
100-761-569000	Other Contractual Service			confidential material disposal 3/24/21					
	88446 Total:	38.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
AAA Certified Confidentialia		84.00							
AAIM EA Training and Consulting LLC 10918									
*** 47259	3/31/2021	81.55	0.00	04/16/2021				No	0
501-501-569000 Other Contractual Service					pre-employment background check				
*** 47259	3/31/2021	27.00	0.00	04/16/2021				No	0
100-761-569000 Other Contractual Service					pre-employment credit checks				
47259 Total:		108.55							
AAIM EA Training and Co		108.55							
Advance Auto Parts 12965									
1743	3/24/2021	127.37	0.00	04/16/2021				No	0
100-761-534000 Automotive Expense					front brakes for squad 5104				
1743 Total:		127.37							
4545	3/19/2021	254.98	0.00	04/16/2021				No	0
100-068-534000 Automotive Expense					front struts for pw603				
4545 Total:		254.98							
4582	3/22/2021	25.11	0.00	04/16/2021				No	0
100-761-534000 Automotive Expense					radiator hose for squad 5153				
4582 Total:		25.11							
4604	3/22/2021	6.30	0.00	04/16/2021				No	0
100-068-534000 Automotive Expense					oil filter for pw603				
4604 Total:		6.30							
4646	3/23/2021	26.78	0.00	04/16/2021				No	0
100-761-534000 Automotive Expense					wiper blades for squad 5181				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4646 Total:	26.78							
4679	3/24/2021	23.78	0.00	04/16/2021				No	0
100-032-534000 Automotive Expense				headlight for st414					
	4679 Total:	23.78							
4826	3/26/2021	64.91	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				replacement headlights for sw12					
	4826 Total:	64.91							
4862	3/30/2021	27.05	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				door switch for rescue 5					
	4862 Total:	27.05							
4915	3/30/2021	16.92	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				vacuum line connector and tube for sw7					
	4915 Total:	16.92							
5997	3/25/2021	42.26	0.00	04/16/2021				No	0
100-032-534000 Automotive Expense				air and oil filters for st430					
	5997 Total:	42.26							
6375	3/17/2021	224.86	0.00	04/16/2021				No	0
100-761-534000 Automotive Expense				brakes for squad 5176					
	6375 Total:	224.86							
6760	3/25/2021	53.06	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				headlights and sockets for sw					
	6760 Total:	53.06							
6952	3/29/2021	3.24	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				electrical tape for rescue 5					
	6952 Total:	3.24							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
6953	3/29/2021	9.79	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				headlight for sw12					
6953 Total:		9.79							
7068	4/1/2021	6.99	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				fuel line connector retainer for rescue 5					
7068 Total:		6.99							
7069	4/1/2021	7.11	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				fuel line end for rescue 5					
7069 Total:		7.11							
7070	4/1/2021	10.39	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				flasher delay for rescue 5					
7070 Total:		10.39							
7302	4/5/2021	99.99	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				battery for F4					
7302 Total:		99.99							
Advance Auto Parts Total:		1,030.89							
Advanced Video Productions LLC									
11577									
04132021	4/13/2021	100.00	0.00	04/16/2021				No	0
100-990-511500 Economic Assistance				small business grant increased award					
04132021 Total:		100.00							
Advanced Video Production		100.00							
All Small Engine N More LLC									
13945									
*** 1804	3/17/2021	177.00	0.00	04/16/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
223-023-557200 License And Inspection Fees				inspection on sw7, sw11 and sw13					
*** 1804	3/17/2021	59.00	0.00	04/16/2021				No	0
223-026-557200 License And Inspection Fees				inspection on rc2					
*** 1804	3/17/2021	122.00	0.00	04/16/2021				No	0
501-501-557200 License And Inspection Fees				inspection on bus 1604 and 1607					
1804 Total:		358.00							
*** 1864	3/30/2021	366.00	0.00	04/16/2021				No	0
501-501-557200 License And Inspection Fees				6 bus inspections					
*** 1864	3/30/2021	98.00	0.00	04/16/2021				No	0
100-032-557200 License And Inspection Fees				inspection on st77 and st414					
1864 Total:		464.00							
All Small Engine N More L		822.00							
Allegra Print & Imaging									
10016									
62940-1	3/17/2021	3,366.11	0.00	04/16/2021				No	0
261-319-511200 Public Serv Activity/Delivery				62940/2020CV PS utility assistance resident mailer #2					
62940-1 Total:		3,366.11							
63022	3/30/2021	74.00	0.00	04/16/2021				No	0
501-501-522400 General Supplies				business cards for jon york and michael mullally					
63022 Total:		74.00							
63045	4/8/2021	315.78	0.00	04/16/2021				No	0
100-005-551000 Printing And Publications				notecards for employee appreciation					
63045 Total:		315.78							
Allegra Print & Imaging To		3,755.89							
Amerencilco									
10021									
*** 0963065243	4/1/2021	1,117.97	0.00	04/16/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-068-550100 Utilities *** 0963065243	4/1/2021	35.59	0.00	04/16/2021	various public property areas 2/1-3/24/21			No	0
100-068-550100 Utilities *** 0963065243	4/1/2021	326.66	0.00	04/16/2021	1411 elmgrove tower 2/28-3/29/21			No	0
501-501-550100 Utilities *** 0963065243	4/1/2021	43.43	0.00	04/16/2021	1130 koch unit b 2/16-3/17/21			No	0
223-026-550100 Utilities *** 0963065243	4/1/2021	875.46	0.00	04/16/2021	201 s 2nd 2/7-3/8/21			No	0
100-034-550100 Utilities *** 0963065243	4/1/2021	137.47	0.00	04/16/2021	various fire department locations			No	0
100-032-550100 Utilities *** 0963065243	4/1/2021	980.97	0.00	04/16/2021	1140 koch and 1208 koch 2/16-3/18/21			No	0
525-525-550100 Utilities					various airport locations 2/4-3/7/21				
0963065243 Total:		3,517.55							
*** 3139109012	4/7/2021	5.86	0.00	04/16/2021				No	0
100-032-550500 Electricity For Street Li					street light at hanna dr 3/7-4/5/21				
3139109012 Total:		5.86							
*** 3955025012	3/25/2021	29.67	0.00	04/16/2021				No	0
100-032-550500 Electricity For Street Li					1703 remington street light 2/22-3/23/21				
3955025012 Total:		29.67							
Amerencilco Total:		3,553.08							
American Water 12288 4000209412	3/1/2021	1,028.48	0.00	04/16/2021				No	0
231-029-560701 American Water Consmpmn Repts					february usage				
4000209412 Total:		1,028.48							
American Water Total:		1,028.48							

Area Recycling, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10417									
4904539	3/31/2021	5,995.70	0.00	04/16/2021				No	0
223-026-566502 Recycling Expense				curbside recycle fee for 3/1-3/31/21					
4904539 Total:		5,995.70							
Area Recycling, Inc. Total:		5,995.70							
Atlas Supply Company									
10038									
*** 022991	3/11/2021	922.76	0.00	04/16/2021				No	0
100-068-522400 General Supplies				gel sanitizers, aerosol spray, towels and trash can liners					
022991 Total:		922.76							
*** 023049	3/17/2021	982.17	0.00	04/16/2021				No	0
100-034-522400 General Supplies				bowl cleaner, antiseptic soap and floor finish					
023049 Total:		982.17							
*** 023073	3/18/2021	103.75	0.00	04/16/2021				No	0
100-034-522400 General Supplies				accolade floor sealer					
023073 Total:		103.75							
Atlas Supply Company To		2,008.68							
Avfuel Corporation									
10780									
014673524	3/23/2021	20.00	0.00	04/16/2021				No	0
525-525-524000 Lease/rental Of Equipment				rental on credit card machine at airport 3/2021					
014673524 Total:		20.00							
Avfuel Corporation Total:		20.00							
Axon Enterprise, Inc.									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10631									
si1722769	3/9/2021	2,499.25	0.00	04/16/2021				No	0
100-009-599802 Computer Hardware				axon hardware					
	si1722769 Total:	2,499.25							
	Axon Enterprise, Inc. Total	2,499.25							
Beecher, Chris									
12149									
expense-04/21	4/12/2021	73.31	0.00	04/16/2021				No	0
100-761-556100 Gasoline/diesel Fuel				fuel during training					
	expense-04/21 Total:	73.31							
	Beecher, Chris Total:	73.31							
Benson, Eric									
11148									
*** expense-0321	3/31/2021	100.00	0.00	04/16/2021				No	0
100-034-556100 Gasoline/diesel Fuel				gas purchase while picking up western shelter					
*** expense-0321	3/31/2021	37.56	0.00	04/16/2021				No	0
100-034-554200 Meals Lodging				food reimbursement when driving to retrieve city vehicle					
	expense-0321 Total:	137.56							
	Benson, Eric Total:	137.56							
Brown, Jonathon									
14379									
03312021	3/31/2021	750.00	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1530 bacon st					
	03312021 Total:	750.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Brown, Jonathon Total:		750.00							
Calpine Energy Solutions									
10590									
*** 2109900143620	4/9/2021	35.53	0.00	04/16/2021				No	0
100-032-550600 Electricity For Signal Li				traffic lights 1/21-3/28/21					
*** 2109900143620	4/9/2021	4,108.62	0.00	04/16/2021				No	0
100-032-550500 Electricity For Street Li				street lights 2/17-4/5/21					
*** 2109900143620	4/9/2021	817.12	0.00	04/16/2021				No	0
231-030-550100 Utilities				various liftstations 2/21-4/6/21					
*** 2109900143620	4/9/2021	452.06	0.00	04/16/2021				No	0
100-068-550100 Utilities				1411 elmgrove and 1130 koch unit a 2/28-4/1/21					
*** 2109900143620	4/9/2021	1,928.92	0.00	04/16/2021				No	0
100-068-550100 Utilities				various public properties 2/16-3/17/21					
*** 2109900143620	4/9/2021	11,845.62	0.00	04/16/2021				No	0
231-031-550100 Utilities				606 s front st and 2500 s 2nd st 2/23-4/1/21					
*** 2109900143620	4/9/2021	328.09	0.00	04/16/2021				No	0
525-525-550100 Utilities				various airport locations 37/-4/5/21					
*** 2109900143620	4/9/2021	163.82	0.00	04/16/2021				No	0
100-032-550100 Utilities				1208 koch and 1140 koch 2/16-4/1/21					
*** 2109900143620	4/9/2021	85.68	0.00	04/16/2021				No	0
223-023-550100 Utilities				1208 koch st 3/1-4/1/21					
*** 2109900143620	4/9/2021	286.58	0.00	04/16/2021				No	0
501-501-550100 Utilities				1130 koch st 2/16-3/17/21					
*** 2109900143620	4/9/2021	686.03	0.00	04/16/2021				No	0
100-034-550100 Utilities				3232 court & 272 derby 2/15-3/21/21					
*** 2109900143620	4/9/2021	286.57	0.00	04/16/2021				No	0
699-069-550100 Utilities				1130 koch unit b 2/16-4/1/21					
210990014362004 Total:		21,024.64							
Calpine Energy Solutions T		21,024.64							
Cascade Engineering									
11808									
30525200	3/24/2021	11,594.50	0.00	04/16/2021				No	0
223-026-529000 Equipment				250 recycle carts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
30525200 Total:		11,594.50							
30525343	3/25/2021	24,032.00	0.00	04/16/2021				No	0
223-023-529000 Equipment				500 96 gallon garbage carts					
30525343 Total:		24,032.00							
Cascade Engineering Total:		35,626.50							
Central Heating Air Conditioning 11657									
107858	3/31/2021	2,489.00	0.00	04/16/2021				No	0
525-525-529000 Equipment				replaced old a/c unit at airport					
107858 Total:		2,489.00							
Central Heating Air Condit		2,489.00							
Centre State International Trucks, Inc. 10109									
273826	3/23/2021	1,228.78	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				exhaust brake valve and valve kit for sw7					
273826 Total:		1,228.78							
273848	3/24/2021	819.49	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				exhaust brake valve for sw7					
273848 Total:		819.49							
273929	3/30/2021	55.02	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				exhaust pressure sensor for sw7					
273929 Total:		55.02							
273933	3/30/2021	47.11	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				exhaust pressure tube for sw7					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
273933 Total:		47.11							
Centre State International T		2,150.40							
CenturyLink 10111									
*** 304021116	3/10/2021	43.52	0.00	04/16/2021				No	0
100-009-550300 Telephone				street dept fax line 3/10-4-9/21					
304021116 Total:		43.52							
*** 304022613	3/10/2021	209.62	0.00	04/16/2021				No	0
231-031-550300 Telephone				wwtp phone 3/10-4/9/21					
304022613 Total:		209.62							
*** 304027612	3/13/2021	73.09	0.00	04/16/2021				No	0
100-009-550300 Telephone				ESDA phone line 2/13-3/12/21					
304027612 Total:		73.09							
*** 304062244	3/25/2021	50.38	0.00	04/16/2021				No	0
100-009-550300 Telephone				fire dept copper phone line 3/25-4/24/21					
304062244 Total:		50.38							
30425584	3/10/2021	49.97	0.00	04/16/2021				No	0
100-009-550300 Telephone				fire dept phone 3/10-4/9/21					
30425584 Total:		49.97							
CenturyLink Total:		426.58							
Chemsearch 10818									
7306114	3/23/2021	537.50	0.00	04/16/2021				No	0
100-068-522400 General Supplies				water treatment at city hall					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
7306114 Total:		537.50							
Chemsearch Total:		537.50							
CINTAS Corporation 10115 4072420858	1/7/2021	175.71	0.00	04/16/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 1/7/21					
4072420858 Total:		175.71							
CINTAS Corporation Tota		175.71							
City Solutions Consulting LLC 14124 61	4/12/2021	3,280.00	0.00	04/16/2021				No	0
100-001-569000 Other Contractual Service				consulting fees 3/30-4/12/21					
61 Total:		3,280.00							
City Solutions Consulting L		3,280.00							
CivicServ 14346 1003	4/1/2021	1,000.00	0.00	04/16/2021				No	0
100-009-538000 Maintenance Agreements				web form management 4/1-4/30/21					
1003 Total:		1,000.00							
CivicServ Total:		1,000.00							
Cloudpoint Geographics Inc. 11838 inv2813	3/31/2021	7,450.00	0.00	04/16/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-007-569000 Other Contractual Service				GIS service 3/1-3/31/21					
inv2813 Total:		7,450.00							
Cloudpoint Geographics In		7,450.00							
Coe Equipment Inc 10123									
75957	4/8/2021	126.40	0.00	04/16/2021				No	0
231-030-534000 Automotive Expense				filter element for vactor					
75957 Total:		126.40							
75978	4/8/2021	158.97	0.00	04/16/2021				No	0
231-030-534000 Automotive Expense				oil filter for vactor					
75978 Total:		158.97							
Coe Equipment Inc Total:		285.37							
Comcast Cable 11073									
*** 203130001183	4/2/2000	89.55	0.00	04/16/2021				No	0
100-990-569000 Other Contractual Service				cable throught 111 s capitol st 4/8-5/7/21					
203130001183 Total:		89.55							
*** 203130447667	4/4/2021	203.35	0.00	04/16/2021				No	0
100-032-569000 Other Contractual Service				2820 court st unit camera 4/11-5/10/21					
203130447667 Total:		203.35							
*** 203130449291	4/1/2021	123.35	0.00	04/16/2021				No	0
100-032-569000 Other Contractual Service				1340 park ave unit camera 4/8-5/7/21					
203130449291 Total:		123.35							
*** 203130449325	4/2/2000	123.35	0.00	04/16/2021				No	0
100-032-569000 Other Contractual Service				1500 s 2nd st unit camera 4/9-5/8/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
203130449325 Total:		123.35							
*** 203130641400	4/1/2021	123.35	0.00	04/16/2021				No	0
100-032-569000 Other Contractual Service				2600 s 2nd unit camera 4/6-5/5/21					
203130641400 Total:		123.35							
*** 203200090660	3/19/2021	281.78	0.00	04/16/2021				No	0
525-525-550300 Telephone				13906 airport ln office 3/23-4/22/21					
203200090660 Total:		281.78							
Comcast Cable Total:		944.73							
Constellation Newenergy/Gas Division									
13810									
*** 3137565	3/25/2021	1,963.15	0.00	04/16/2021				No	0
100-068-550100 Utilities				various public property locations 2/2021					
*** 3137565	3/25/2021	394.38	0.00	04/16/2021				No	0
100-068-550100 Utilities				1130 koch st unit A 2/2021					
*** 3137565	3/25/2021	746.34	0.00	04/16/2021				No	0
501-501-550100 Utilities				1130 koch st unit B 2/2021					
*** 3137565	3/25/2021	746.33	0.00	04/16/2021				No	0
699-069-550100 Utilities				1130 koch st unit B 2/2021					
*** 3137565	3/25/2021	1,654.20	0.00	04/16/2021				No	0
100-034-550100 Utilities				various fire department locations 2/2021					
*** 3137565	3/25/2021	2,297.66	0.00	04/16/2021				No	0
100-032-550100 Utilities				1208 koch st 2/2021					
*** 3137565	3/25/2021	1,558.89	0.00	04/16/2021				No	0
525-525-550100 Utilities				13906 airport ln unit C and hanger 1 2/2021					
*** 3137565	3/25/2021	12,586.02	0.00	04/16/2021				No	0
231-031-550100 Utilities				606 s front st and 1508 edgewater 2/2021					
3137565 Total:		21,946.97							
Constellation Newenergy/G		21,946.97							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Core & Main 10255 n921704	3/25/2021	1,116.67	0.00	04/16/2021				No	0
231-033-564100 Drainage Improvements				castings for catch basin repair on parkway dr					
n921704 Total:		1,116.67							
Core & Main Total:		1,116.67							
Cottrell, Jan 10133 04072021	4/7/2021	98.07	0.00	04/16/2021				No	0
100-764-554300 Uniforms And Tools				3 pairs of uniform pants					
04072021 Total:		98.07							
Cottrell, Jan Total:		98.07							
EJ Equipment 11489 p28703	4/1/2021	806.18	0.00	04/16/2021				No	0
231-033-534000 Automotive Expense				deflector shield, bolt on inlet for tymco sweeper					
p28703 Total:		806.18							
EJ Equipment Total:		806.18							
Everbridge, Inc 13787 m61692	3/31/2021	5,000.00	0.00	04/16/2021				No	0
100-009-538000 Maintenance Agreements				nixle engage 5/20/21-5/19/22					
m61692 Total:		5,000.00							
Everbridge, Inc Total:		5,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Farnsworth Group Inc 10180									
223492	3/11/2021	57,875.09	0.00	04/16/2021				No	0
231-000-150700 Sewers				court street drainage study					
223492 Total:		57,875.09							
223579	3/15/2021	9,051.50	0.00	04/16/2021	P3A0-CSO	engr		No	0
231-000-150700 Sewers				phase 3 CSO					
223579 Total:		9,051.50							
224060	4/2/2021	19,719.37	0.00	04/16/2021	P3A0-CSO	engr		No	0
231-000-150700 Sewers				phase 3 CSO					
224060 Total:		19,719.37							
Farnsworth Group Inc Tot		86,645.96							
Fastenal Company 10181									
ilpek162069	3/23/2021	5.97	0.00	04/16/2021				No	0
100-032-522400 General Supplies				bolts					
ilpek162069 Total:		5.97							
ilpek162304	4/1/2021	25.77	0.00	04/16/2021				No	0
100-032-529000 Equipment				tool for shop					
ilpek162304 Total:		25.77							
Fastenal Company Total:		31.74							
Ferguson, Michelle 13212									
03312021	3/31/2021	750.00	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement 1440 park ave					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
03312021 Total:		750.00							
Ferguson, Michelle Total:		750.00							
First Ayd Corp 10193 psi438948	3/22/2021	503.83	0.00	04/16/2021				No	0
699-069-534000 Automotive Expense				carburetor cleaner, silicone spray and gasket maker					
psi438948 Total:		503.83							
First Ayd Corp Total:		503.83							
FirsTech Inc. 12035 *** 11279	3/31/2021	37.50	0.00	04/16/2021				No	0
231-029-569000 Other Contractual Service				march maintenance fees					
*** 11279	3/31/2021	37.50	0.00	04/16/2021				No	0
223-023-569000 Other Contractual Service				march maintenance fees					
11279 Total:		75.00							
FirsTech Inc. Total:		75.00							
Gem City Tire 12935 29751	3/30/2021	2,645.65	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				retreads for sw trucks					
29751 Total:		2,645.65							
Gem City Tire Total:		2,645.65							
Getz Fire Equipment									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10223									
i1795747	3/12/2021	860.00	0.00	04/16/2021				No	0
100-034-529000 Equipment				4 fire extinguishers					
	i1795747 Total:	860.00							
	Getz Fire Equipment Total	860.00							
Gibbs, Paige									
14198									
04132021	4/13/2021	100.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
	04132021 Total:	100.00							
	Gibbs, Paige Total:	100.00							
Gilbert, Denise									
14380									
04072021	4/7/2021	750.00	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement 600 prince st					
	04072021 Total:	750.00							
	Gilbert, Denise Total:	750.00							
Golf Green Lawn Care									
14121									
172366	4/5/2021	213.00	0.00	04/16/2021				No	0
100-068-569000 Other Contractual Service				gallery and dimension to shrub/plant beds at city hall					
	172366 Total:	213.00							
892254	3/23/2021	80.00	0.00	04/16/2021				No	0
100-068-569000 Other Contractual Service				lawn fertilizer at city hall 3/23/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
892254 Total:		80.00							
893149	3/24/2021	77.25	0.00	04/16/2021				No	0
100-068-569000 Other Contractual Service				lawn fertilizer at 3232 court st 3/24/21					
893149 Total:		77.25							
Golf Green Lawn Care Tot		370.25							
Goodin, Brionna 14381									
03312021	3/31/2021	750.00	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement 317 catherine st					
03312021 Total:		750.00							
Goodin, Brionna Total:		750.00							
Grainger 10235									
9840792155	3/18/2021	2,069.75	0.00	04/16/2021				No	0
231-031-529000 Equipment				sludge transfer pump motor					
9840792155 Total:		2,069.75							
Grainger Total:		2,069.75							
Guthrie, Matt 14328									
04082021	4/8/2021	200.00	0.00	04/16/2021				No	0
100-761-599000 Miscellaneous				for asset forfeiture reimbursement					
04082021 Total:		200.00							
Guthrie, Matt Total:		200.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Hanson Professional Svcs Inc 10248									
1085176	3/15/2021	82,026.03	0.00	04/16/2021	CT8T-00oV	engr		No	0
445-041-561200 Engineering Fees				court street design					
1085176 Total:		82,026.03							
Hanson Professional Svcs		82,026.03							
Harris Pest Control 10251									
108989	4/1/2021	215.00	0.00	04/16/2021				No	0
231-031-566600 Pest Control				pest control at wwtp 4/1/21					
108989 Total:		215.00							
Harris Pest Control Total:		215.00							
Heart Technologies Inc 10258									
41838	3/18/2021	175.00	0.00	04/16/2021				No	0
100-009-569000 Other Contractual Service				phone line check verify line quaility					
41838 Total:		175.00							
Heart Technologies Inc Tot		175.00							
Heart Technologies, Inc 12949									
29048978	4/1/2021	5,567.82	0.00	04/16/2021				No	0
100-009-550300 Telephone				phone lease 3/1-3/31/21					
29048978 Total:		5,567.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Heart Technologies, Inc To		5,567.82							
Herr Petroleum Corporation 12712									
d37574	3/31/2021	9,631.45	0.00	04/16/2021				No	0
699-000-160100 Fuel Inventory				3804 gallons of unleaded fuel 3/31/21					
d37574 Total:		9,631.45							
d37643	3/31/2021	15,534.20	0.00	04/16/2021				No	0
699-000-160100 Fuel Inventory				6000 gallons of diesel fuel 3/31/21					
d37643 Total:		15,534.20							
Herr Petroleum Corporatio		25,165.65							
Hi Line Supply Company Ltd 11583									
867378	4/5/2021	182.58	0.00	04/16/2021				No	0
231-031-534400 Equipment Repairs				pipng for headworks bldg. repair					
867378 Total:		182.58							
Hi Line Supply Company		182.58							
Hoerr Construction Inc 10269									
121-144	3/29/2021	5,437.50	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				1712 valle vista emergency repair 2/25-3/19/21					
121-144 Total:		5,437.50							
121-149	4/2/2021	12,623.60	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				1712 valle vista emergency repair					
121-149 Total:		12,623.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	Hoerr Construction Inc Tot	18,061.10							
Hueber LLC 13948 ivc0000300081	3/24/2021	324.10	0.00	04/16/2021				No	0
100-761-592602 Canine Unit				7 bags of k-9 dog food					
	ivc0000300081 Total:	324.10							
	Hueber LLC Total:	324.10							
Hugh Saxe Enterprises, Inc. 14364 1003121	3/25/2021	125.00	0.00	04/16/2021				No	0
100-068-524000 Lease/rental Of Equipment				rental on softener 4/1-4/30/21					
	1003121 Total:	125.00							
	Hugh Saxe Enterprises, Inc	125.00							
i3 Broadband 12074 2065132-1	4/1/2021	5,868.81	0.00	04/16/2021				No	0
100-009-550300 Telephone				city hall phone and internet 4/1-4/30/21					
	2065132-1 Total:	5,868.81							
	i3 Broadband Total:	5,868.81							
IL Dept of Revenue 10298 0688017936	4/5/2021	261.00	0.00	04/16/2021				No	0
525-000-218800 Sales Tax Payable				sales tax for airport fuel 2/2021					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
0688017936 Total:		261.00							
0714573328	4/15/2021	626.00	0.00	04/16/2021				No	0
525-000-218800 Sales Tax Payable					sales tax for airport fuel 3/2021				
0714573328 Total:		626.00							
IL Dept of Revenue Total:		887.00							
IL Oil Marketing Equipment 10313									
11386	3/19/2021	1,788.38	0.00	04/16/2021				No	0
525-525-534400 Equipment Repairs					single point fuel conversion				
11386 Total:		1,788.38							
IL Oil Marketing Equipmen		1,788.38							
Illini Plumbing, Inc. 12264									
14799	3/28/2021	99.00	0.00	04/16/2021				No	0
100-793-569000 Other Contractual Service					inspection at 14 st golf				
14799 Total:		99.00							
14805	3/29/2021	277.00	0.00	04/16/2021				No	0
100-793-569000 Other Contractual Service					inspection at sunco fuel station				
14805 Total:		277.00							
14806	3/29/2021	99.00	0.00	04/16/2021				No	0
100-793-569000 Other Contractual Service					inspection at 916 truman dr				
14806 Total:		99.00							
14807	3/29/2021	99.00	0.00	04/16/2021				No	0
100-793-569000 Other Contractual Service					inspection at 3245 court st				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14807 Total:		99.00							
14808	3/29/2021	99.00	0.00	04/16/2021	inspection at 1200 avon			No	0
100-793-569000 Other Contractual Service									
14808 Total:		99.00							
14809	3/29/2021	99.00	0.00	04/16/2021	inspection at leaves n beans			No	0
100-793-569000 Other Contractual Service									
14809 Total:		99.00							
14811	4/1/2021	99.00	0.00	04/16/2021	inspection at 17 S 2nd st plan review			No	0
100-793-569000 Other Contractual Service									
14811 Total:		99.00							
14812	4/1/2021	99.00	0.00	04/16/2021	inspection at 733 prince st			No	0
100-793-569000 Other Contractual Service									
14812 Total:		99.00							
14814	4/1/2021	99.00	0.00	04/16/2021	inspection at 335 sournth st			No	0
100-793-569000 Other Contractual Service									
14814 Total:		99.00							
14815	4/1/2021	188.00	0.00	04/16/2021	inspection at 1315 derby			No	0
100-793-569000 Other Contractual Service									
14815 Total:		188.00							
14816	4/1/2021	99.00	0.00	04/16/2021	inspection at 1011 monroe			No	0
100-793-569000 Other Contractual Service									
14816 Total:		99.00							
14817	4/1/2021	99.00	0.00	04/16/2021	inspection at 103 schramm			No	0
100-793-569000 Other Contractual Service									
14817 Total:		99.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Illini Plumbing, Inc. Total:	1,455.00							
Illinois Association of Code Enforcement 14384									
04122021	4/12/2021	55.00	0.00	04/16/2021				No	0
100-763-551600 Dues And Subscriptions				IACE membership calendar year 2021 lutz					
	04122021 Total:	55.00							
04122021-1	4/12/2021	55.00	0.00	04/16/2021				No	0
100-763-551600 Dues And Subscriptions				IACE membership calendar year 2021 dossey					
	04122021-1 Total:	55.00							
	Illinois Association of Code	110.00							
Interstate Billing Service, Inc 12346									
3022933198	3/31/2021	1,237.07	0.00	04/16/2021				No	0
100-032-534000 Automotive Expense				oil pan for st469					
	3022933198 Total:	1,237.07							
3022947429	3/31/2021	75.00	0.00	04/16/2021				No	0
100-032-534000 Automotive Expense				oil pan shipping st469					
	3022947429 Total:	75.00							
	Interstate Billing Service, In	1,312.07							
IWIRC 10335									
*** 332665	3/3/2021	41.55	0.00	04/16/2021				No	0
100-990-590900 Police And Fire Commission				new officer vaccine (3) JT					
*** 332665	3/3/2021	41.55	0.00	04/16/2021				No	0
941-941-559000 Medical Expense/supplies				new officer vaccine (3) JT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
332665 Total:		83.10							
IWIRC Total:		83.10							
Joe's Towing & Recovery 11414									
446756-1	3/10/2021	312.50	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				tow sw8					
446756-1 Total:		312.50							
Joe's Towing & Recovery T		312.50							
Key Equipment 10353									
160947	3/15/2021	281.62	0.00	04/16/2021				No	0
231-033-534000 Automotive Expense				exhaust elbow and clamp for sweeper					
160947 Total:		281.62							
160977	3/18/2021	862.10	0.00	04/16/2021				No	0
231-033-534000 Automotive Expense				spacer ring, bearing, guide wheel for sweeper					
160977 Total:		862.10							
161069	3/29/2021	2,767.41	0.00	04/16/2021				No	0
231-033-534000 Automotive Expense				chevron belt and deflectors for pelican sweeper					
161069 Total:		2,767.41							
Key Equipment Total:		3,911.13							
Koenig Body & Equipment 10359									
89736	3/30/2021	19.60	0.00	04/16/2021				No	0
100-032-534000 Automotive Expense				retainer washer and pin for plow truck					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
89736 Total:		19.60							
jr47449	3/6/2021	598.62	0.00	04/16/2021				No	0
100-032-534000 Automotive Expense				reassembled cylinders for plow truck					
jr47449 Total:		598.62							
Koenig Body & Equipment		618.22							
Lakeside Equipment Corporation 12581									
901631	3/30/2021	1,276.00	0.00	04/16/2021				No	0
231-031-534400 Equipment Repairs				motor and coupling for grease pump #2 at headworks					
901631 Total:		1,276.00							
Lakeside Equipment Corpo		1,276.00							
Laser Electric Inc 10367									
21-109nt	3/25/2021	14,910.31	0.00	04/16/2021				No	0
100-032-532000 Electronic Equipment Main				replaced cabinet at broadway and 11th					
21-109nt Total:		14,910.31							
sc22120	3/23/2021	148.43	0.00	04/16/2021				No	0
100-032-532000 Electronic Equipment Main				restor signals flashing at broadway and parkway					
sc22120 Total:		148.43							
Laser Electric Inc Total:		15,058.74							
Leander Construction, Inc 12713									
*** 7	4/7/2021	1,139,970.71	0.00	04/16/2021	P3A0-CSO	engr		No	0
231-000-150700 Sewers				phase 3A CSO project					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
7 Total:		1,139,970.71							
Leander Construction, Inc T		1,139,970.71							
Let It Shine 10375 21042065	4/1/2021	180.00	0.00	04/16/2021				No	0
100-761-534000 Automotive Expense				march 2021 squad car washes					
21042065 Total:		180.00							
Let It Shine Total:		180.00							
LHF Compost, Inc. 11829 178804	4/2/2021	1,192.86	0.00	04/16/2021				No	0
223-025-566501 Compost Site Expense				yard waste fee 4/1-4/2/21					
178804 Total:		1,192.86							
178841 223-025-566501 Compost Site Expense	4/9/2021	4,378.05	0.00	04/16/2021				No	0
				yard waste fee 4/5-4/9/21					
178841 Total:		4,378.05							
LHF Compost, Inc. Total:		5,570.91							
Lozier Oil Company 12770 0077759in	4/6/2021	1,506.53	0.00	04/16/2021				No	0
231-031-522200 Chemical Supplies				grease for screw pumps and gear oil for clarifiers					
0077759in Total:		1,506.53							
Lozier Oil Company Total:		1,506.53							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Lynn, Amoufatana 14158									
04132021	4/13/2021	300.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
04132021 Total:		300.00							
Lynn, Amoufatana Total:		300.00							
Macqueen Emergency 10230									
w00541	4/2/2021	2,424.73	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				repairs to engine 2					
w00541 Total:		2,424.73							
Macqueen Emergency Tota		2,424.73							
Maris, LLC 10814									
55704	3/31/2021	80.00	0.00	04/16/2021				No	0
100-005-569000 Other Contractual Service				03/821 employment testing					
55704 Total:		80.00							
Maris, LLC Total:		80.00							
McClary, Amber 14208									
04132021	4/13/2021	100.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
04132021 Total:		100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	McClary, Amber Total:	100.00							
McKesson Medical-Surgical Inc. MMSGS 10431									
18109884	3/31/2021	963.20	0.00	04/16/2021				No	0
100-034-522500 Emergency Medical Supplie				sulfate, diphenhydramine/emergency medical equipment					
	18109884 Total:	963.20							
McKesson Medical-Surgica		963.20							
Med Alliance Group, Inc. 14385									
209165	3/25/2021	189.32	0.00	04/16/2021				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
	209165 Total:	189.32							
Med Alliance Group, Inc. T		189.32							
Menards 10414									
00093	3/31/2021	72.91	0.00	04/16/2021	yard-crew	expense		No	0
100-068-529000 Equipment				pliers and saw blades for yard crew					
	00093 Total:	72.91							
00229	4/2/2021	17.46	0.00	04/16/2021				No	0
100-032-523000 Traffic/Street Signs & Marking				screw, hex head and pan					
	00229 Total:	17.46							
00456	4/6/2021	526.37	0.00	04/16/2021				No	0
100-034-522400 General Supplies				brooms, tooth paste and misc station supplies					
	00456 Total:	526.37							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
00458	4/6/2021	44.97	0.00	04/16/2021				No	0
100-034-522400 General Supplies				3 gas cans					
00458 Total:		44.97							
00459	4/6/2021	-73.98	0.00	04/16/2021				No	0
100-034-522400 General Supplies				returned 2 safety cans					
00459 Total:		-73.98							
00496	4/7/2021	63.60	0.00	04/16/2021	yard-crew	expense		No	0
100-068-522400 General Supplies				leaf bagss					
00496 Total:		63.60							
00517	4/7/2021	43.96	0.00	04/16/2021				No	0
100-034-522400 General Supplies				extension cords					
00517 Total:		43.96							
*** 00644	4/9/2021	121.92	0.00	04/16/2021	yard-crew	expense		No	0
100-068-529000 Equipment				loppers and pruner					
*** 00644	4/9/2021	42.40	0.00	04/16/2021	yard-crew	expense		No	0
100-068-522400 General Supplies				lawn bags					
00644 Total:		164.32							
99973	3/29/2021	408.77	0.00	04/16/2021	yard-crew	expense		No	0
100-068-554300 Uniforms And Tools				21 yard crew t-shirts, and safety hoodie's					
99973 Total:		408.77							
Menards Total:		1,268.38							
MES Inc									
10415									
in1566042	4/6/2021	2,386.48	0.00	04/16/2021				No	0
100-034-529000 Equipment				4 gas monitors					
in1566042 Total:		2,386.48							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
MES Inc Total:		2,386.48							
Michel, Joshua 14159 04132021	4/13/2021	300.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
04132021 Total:		300.00							
Michel, Joshua Total:		300.00							
Midwest Engineering Associates, Inc 11961 inv6688	2/28/2021	12,110.86	0.00	04/16/2021	LK0K-EN	engr		No	0
231-000-150700 Sewers				lake kennedy design engineer					
inv6688 Total:		12,110.86							
inv6689	2/28/2021	2,448.87	0.00	04/16/2021	HIGH-EROS	engr		No	0
231-000-150800 Sewer Improvements				pekin housing sewer repair					
inv6689 Total:		2,448.87							
Midwest Engineering Asso		14,559.73							
Mitchell, Cory 12131 expense-0421	4/9/2021	42.00	0.00	04/16/2021				No	0
100-761-519000 Training And Education				criminal interview 4/19-4/21/21					
expense-0421 Total:		42.00							
Mitchell, Cory Total:		42.00							

Mi-Token Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
12776									
inv0114	3/24/2021	1,050.00	0.00	04/16/2021				No	0
100-009-538000 Maintenance Agreements				mi-token annual software 6/23/21-6/22/22					
	inv0114 Total:	1,050.00							
	Mi-Token Inc Total:	1,050.00							
Morneau Shepell									
13409									
1376464	4/5/2021	2,689.50	0.00	04/16/2021				No	0
695-095-569000 Other Contractual Service				2Qcy2021 EAP services					
	1376464 Total:	2,689.50							
	Morneau Shepell Total:	2,689.50							
Motion Industries Inc									
10436									
il61237759	3/29/2021	152.95	0.00	04/16/2021				No	0
231-031-534400 Equipment Repairs				belts for grit system pumps					
	il61237759 Total:	152.95							
il61237895	3/31/2021	247.90	0.00	04/16/2021				No	0
231-031-534400 Equipment Repairs				belts for grit pumps					
	il61237895 Total:	247.90							
	Motion Industries Inc Tota	400.85							
Mullins, Cynthia Ann									
14222									
04132021	4/13/2021	300.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
04132021 Total:		300.00							
Mullins, Cynthia Ann Tota		300.00							
Mutual Wheel 10439									
2600841	3/29/2021	71.50	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				7 way cable and white light for rescue 5					
2600841 Total:		71.50							
2600847	3/29/2021	2.84	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense				light pigtails for rescue 5					
2600847 Total:		2.84							
Mutual Wheel Total:		74.34							
National Rental of Pekin, Inc. 10838									
302	3/2/2021	100.00	0.00	04/16/2021				No	0
223-023-534000 Automotive Expense				toter tipper lips for sw dept					
302 Total:		100.00							
National Rental of Pekin, In		100.00							
Norris, Diane K 14162									
04132021	4/13/2021	300.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
04132021 Total:		300.00							
Norris, Diane K Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Parkside Athletics 10470									
04012021	4/1/2021	884.96	0.00	04/16/2021				No	0
695-095-516700 Wellness Program				04/21 parkside memberships					
	04012021 Total:	884.96							
	Parkside Athletics Total:	884.96							
Parkside Auto Sales & Service Inc. 14090									
04132021	4/13/2021	300.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
	04132021 Total:	300.00							
	Parkside Auto Sales & Serv	300.00							
PDC Laboratories Inc 10473									
i9458334	3/31/2021	6,304.50	0.00	04/16/2021				No	0
231-031-561300 Testing Fees And Expenses				water testing 2/19-3/19/21					
	i9458334 Total:	6,304.50							
	PDC Laboratories Inc Tota	6,304.50							
PDC Services 10474									
4904363	3/31/2021	975.65	0.00	04/16/2021				No	0
231-031-536400 Sludge Removal				hauling of sludge 3/17-3/29/21					
	4904363 Total:	975.65							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	PDC Services Total:	975.65							
Pekin Shoe Repair 10490									
5769	4/3/2021	83.60	0.00	04/16/2021				No	0
223-025-554300	Uniforms And Tools				boot replacement for casey gosnell				
	5769 Total:	83.60							
	Pekin Shoe Repair Total:	83.60							
Peoria Journal Star 10343									
in1375827	3/25/2021	33.00	0.00	04/16/2021				No	0
261-320-551000	Printing & Publication				admin-2021 AAP publication				
	in1375827 Total:	33.00							
	Peoria Journal Star Total:	33.00							
Praxair Distribution Inc 10518									
62516662	3/23/2021	62.08	0.00	04/16/2021				No	0
100-034-524000	Lease/rental Of Equipment				rental on oxygent cylinder 3/23/21				
	62516662 Total:	62.08							
	Praxair Distribution Inc To	62.08							
Puritan Springs Water 10766									
*** 1386911	3/18/2021	31.49	0.00	04/16/2021				No	0
525-525-569000	Other Contractual Service				water service 3/15/21				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
1386911 Total:		31.49							
*** 1523786	3/18/2021	88.87	0.00	04/16/2021				No	0
100-990-569000 Other Contractual Service				water service 2/19-3/18/21					
1523786 Total:		88.87							
Puritan Springs Water Tota		120.36							
Quadient, Inc 11228									
58309056	3/14/2021	180.00	0.00	04/16/2021				No	0
100-990-524000 Lease/rental Of Equipment				postage meter lease 4/13-7/12/21					
58309056 Total:		180.00							
Quadient, Inc Total:		180.00							
Rabe, Justin 10530									
expense0421	4/1/2021	11.00	0.00	04/16/2021				No	0
100-761-556100 Gasoline/diesel Fuel				fuel while at training					
expense0421 Total:		11.00							
Rabe, Justin Total:		11.00							
Ragan Communications Inc 10533									
25384	3/30/2021	763.88	0.00	04/16/2021				No	0
100-034-555000 Radio Expense				monthly smr service 3/31-4/29/21					
25384 Total:		763.88							
25386	3/30/2021	1,248.65	0.00	04/16/2021				No	0
100-761-555000 Radio Expense				monthly smr service 3/31-4/29/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
25386 Total:		1,248.65							
Ragan Communications Inc		2,012.53							
Ray O'Herron Co Inc 10539 2098886in	3/24/2021	84.00	0.00	04/16/2021	light kits			No	0
100-032-534000 Automotive Expense									
2098886in Total:		84.00							
2101479in	4/1/2021	930.45	0.00	04/16/2021	protective vest/JT			No	0
100-761-518900 Uniform Allowance									
2101479in Total:		930.45							
Ray O'Herron Co Inc Total		1,014.45							
Reliant Auto Glass 13849 i0005050	2/15/2021	314.79	0.00	04/16/2021	replaced windshield on squad 5146			No	0
100-761-534000 Automotive Expense									
i0005050 Total:		314.79							
i0005192	3/18/2021	230.00	0.00	04/16/2021	install glass in squad 5179			No	0
100-761-534000 Automotive Expense									
i0005192 Total:		230.00							
i0005235	3/28/2021	250.00	0.00	04/16/2021	windshield for bus 1205			No	0
501-501-534000 Automotive Expense									
i0005235 Total:		250.00							
i0005262	4/1/2021	459.00	0.00	04/16/2021	glass replacement for fire 3			No	0
100-034-534000 Automotive Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
i0005262 Total:		459.00							
Reliant Auto Glass Total:		1,253.79							
Roanoke Concrete Products 10553 194474	3/25/2021	406.25	0.00	04/16/2021				No	0
231-033-564100 Drainage Improvements				concrete white rock for storm sewer repair on parkway					
194474 Total:		406.25							
Roanoke Concrete Product		406.25							
S. J. Smith Co., Inc. 11920 6216063	3/10/2021	533.86	0.00	04/16/2021				No	0
100-032-529000 Equipment				tools for fabrication					
6216063 Total:		533.86							
S. J. Smith Co., Inc. Total:		533.86							
SAFEBuilt, LLC 14115 0076768in	3/31/2021	8,145.00	0.00	04/16/2021				No	0
100-793-560500 Consulting Services				building permits and plan review for march 2021					
0076768in Total:		8,145.00							
0076866in	3/31/2021	21,460.20	0.00	04/16/2021				No	0
100-793-560500 Consulting Services				inspection services for march 2021					
0076866in Total:		21,460.20							
SAFEBuilt, LLC Total:		29,605.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Sam Harris Clothing									
10563									
118230	2/24/2021	469.25	0.00	04/16/2021				No	0
100-034-518900 Uniform Allowance				uniform shirts for promotion					
118230 Total:		469.25							
118235	2/24/2021	411.10	0.00	04/16/2021				No	0
100-034-518900 Uniform Allowance				uniform for new hire haas					
118235 Total:		411.10							
118236	2/24/2021	485.25	0.00	04/16/2021				No	0
100-034-518900 Uniform Allowance				uniform for new hire johnson					
118236 Total:		485.25							
118262	2/24/2021	234.25	0.00	04/16/2021				No	0
100-034-518900 Uniform Allowance				uniform for new hire fales					
118262 Total:		234.25							
118305	2/23/2021	61.50	0.00	04/16/2021				No	0
100-034-518900 Uniform Allowance				uniform for bresnahan promotion					
118305 Total:		61.50							
Sam Harris Clothing Total:		1,661.35							
SC Trims 4, LLC									
14211									
04132021	4/13/2021	300.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
04132021 Total:		300.00							
SC Trims 4, LLC Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Schramm, Jim 14382 04072021	4/7/2021	743.13	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1832 valle vista blvd					
04072021 Total:		743.13							
Schramm, Jim Total:		743.13							
Sea, Robert 13449 expense-0421	4/8/2021	50.00	0.00	04/16/2021				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
expense-0421 Total:		50.00							
Sea, Robert Total:		50.00							
Secretary of State 10583 04082021	4/8/2021	158.00	0.00	04/16/2021				No	0
223-023-557200 License And Inspection Fees				license and registration for 2021 freightliner					
04082021 Total:		158.00							
Secretary of State Total:		158.00							
Seico Inc 10587 39480	3/18/2021	7,622.00	0.00	04/16/2021				No	0
100-068-580401 Building Repair				fire alarm at station 3					
39480 Total:		7,622.00							
39823	3/31/2021	1,452.49	0.00	04/16/2021				No	0
100-068-534200 Buildings And Grounds Rep				new door, door lock and card reader					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
39823 Total:		1,452.49							
Seico Inc Total:		9,074.49							
Sentry Safety Supply, Inc. 10882									
0255412in	4/6/2021	293.36	0.00	04/16/2021				No	0
223-023-554300 Uniforms And Tools				safety rainwear for sw					
0255412in Total:		293.36							
0255417in	4/6/2021	162.00	0.00	04/16/2021				No	0
100-068-522400 General Supplies				nitrile gloves					
0255417in Total:		162.00							
Sentry Safety Supply, Inc.		455.36							
SHI International Corp 12297									
b13192004	3/19/2021	3,958.00	0.00	04/16/2021				No	0
100-009-599802 Computer Hardware				cell phone extension motion work stations					
b13192004 Total:		3,958.00							
b13199390	3/22/2021	7,455.00	0.00	04/16/2021				No	0
100-009-599802 Computer Hardware				blade server					
b13199390 Total:		7,455.00							
b13202802	3/23/2021	285.00	0.00	04/16/2021				No	0
100-009-599802 Computer Hardware				added memory					
b13202802 Total:		285.00							
SHI International Corp Tot		11,698.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Silver Ring Investments LLC 14386									
04102021	4/10/2021	750.00	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1323 fenley					
04102021 Total:		750.00							
Silver Ring Investments LL		750.00							
Simpson, Deborah 14383									
03312021	3/31/2021	750.00	0.00	04/16/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement 1401 summer st					
03312021 Total:		750.00							
Simpson, Deborah Total:		750.00							
Standard Heating & Cooling 13042									
8766	3/19/2021	3,835.00	0.00	04/16/2021	CO19-HVAC	expense		No	0
100-068-534200 Buildings And Grounds Rep				hvac work in bunkhouses					
8766 Total:		3,835.00							
8767	3/19/2021	650.00	0.00	04/16/2021				No	0
100-068-534200 Buildings And Grounds Rep				hvac cleaning at city hall					
8767 Total:		650.00							
Standard Heating & Coolin		4,485.00							
Stumpf, Susan 10623									
expense-0421	4/5/2021	75.51	0.00	04/16/2021				No	0
100-764-554300 Uniforms And Tools				3 uniform pants					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
expense-0421 Total:		75.51							
Stumpf, Susan Total:		75.51							
Tazewell County Asphalt Co. Inc. 11264									
20110010667	3/31/2021	5,494.50	0.00	04/16/2021	UPM coldmix for street repairs			No	0
100-032-536000 Tree Removal / Replacemen									
20110010667 Total:		5,494.50							
Tazewell County Asphalt C		5,494.50							
Tazewell County Landfill 10635									
4904408	3/31/2021	29,918.58	0.00	04/16/2021	landfill fee 3/16-3/31/21			No	0
223-023-566500 Landfill Expense									
4904408 Total:		29,918.58							
Tazewell County Landfill T		29,918.58							
TCM of Central Illinois Inc 12847									
1473	3/24/2021	2,516.71	0.00	04/16/2021	emergency board up at 427 herman			No	0
100-793-536100 Property Cleanup Fees									
1473 Total:		2,516.71							
TCM of Central Illinois Inc		2,516.71							
TeamViewer GmbH 11863									
2106356981	3/27/2021	507.78	0.00	04/16/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-009-538000 Maintenance Agreements				teamviewer pilot 3/24/21-3/26/22					
2106356981 Total:		507.78							
TeamViewer GmbH Total:		507.78							
Teaney, Denise 13890									
*** pettycash4/21	4/2/2021	64.00	0.00	04/16/2021				No	0
501-501-557200 License And Inspection Fees				money orders for permit renewals and classes					
*** pettycash4/21	4/2/2021	22.00	0.00	04/16/2021				No	0
501-501-520400 Postage				postage					
*** pettycash4/21	4/2/2021	5.05	0.00	04/16/2021				No	0
501-501-522400 General Supplies				water for interviews					
pettycash4/21 Total:		91.05							
Teaney, Denise Total:		91.05							
Teleflex 13887									
9503801108	3/31/2021	1,765.50	0.00	04/16/2021				No	0
100-034-522500 Emergency Medical Supplie				emergency medical equipment/needles and stabilizer					
9503801108 Total:		1,765.50							
Teleflex Total:		1,765.50							
The Economic Development Group, LTD 13450									
03292021	3/29/2021	20,106.75	0.00	04/16/2021				No	0
270-270-560500 Consulting Services				court st TIF work					
03292021 Total:		20,106.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	The Economic Developmen	20,106.75							
The Parlour, Inc									
14134									
04132021	4/13/2021	300.00	0.00	04/16/2021				No	0
261-319-511500 Econ Development Assist				small business grant increased award					
04132021 Total:		300.00							
The Parlour, Inc Total:		300.00							
Third Millennium Associates, Inc.									
11953									
*** 25975	3/4/2021	748.14	0.00	04/16/2021				No	0
231-029-569000 Other Contractual Service				january lockbox					
*** 25975	3/4/2021	748.14	0.00	04/16/2021				No	0
223-023-569000 Other Contractual Service				january lockbox					
25975 Total:		1,496.28							
*** 26018	3/18/2021	977.73	0.00	04/16/2021				No	0
231-029-569000 Other Contractual Service				march bill rendering					
*** 26018	3/18/2021	977.73	0.00	04/16/2021				No	0
223-023-569000 Other Contractual Service				march bill rendering					
*** 26018	3/18/2021	10.46	0.00	04/16/2021				No	0
231-029-520400 Postage				march postage					
*** 26018	3/18/2021	10.45	0.00	04/16/2021				No	0
223-023-520400 Postage				march postage					
*** 26018	3/18/2021	1,465.84	0.00	04/16/2021				No	0
208-208-580201 Land Improvements				pekin bright spot insert					
26018 Total:		3,442.21							
*** 26069	3/31/2021	1,432.88	0.00	04/16/2021				No	0
231-029-569000 Other Contractual Service				march green pay fee					
*** 26069	3/31/2021	1,432.87	0.00	04/16/2021				No	0
223-023-569000 Other Contractual Service				march green pay fee					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
26069 Total:		2,865.75							
Third Millennium Associat		7,804.24							
Topless Tree Service 14332									
1139	3/29/2021	2,612.00	0.00	04/16/2021				No	0
100-032-536000 Tree Removal / Replacemen				removed elm tree at 1006 chestnut 3/29/21					
1139 Total:		2,612.00							
1140	3/30/2021	1,400.00	0.00	04/16/2021				No	0
100-032-536000 Tree Removal / Replacemen				removed ash tree at 1003 bacon 3/30/21					
1140 Total:		1,400.00							
1142	4/4/2021	1,930.00	0.00	04/16/2021				No	0
100-032-536000 Tree Removal / Replacemen				removed maple tree at 1205 s 9th 4/2/21					
1142 Total:		1,930.00							
1143	4/4/2021	2,030.00	0.00	04/16/2021				No	0
100-032-536000 Tree Removal / Replacemen				removed elm tree at 1407 s 8th st 4/1/21					
1143 Total:		2,030.00							
1154	4/12/2021	598.00	0.00	04/16/2021				No	0
100-032-536000 Tree Removal / Replacemen				1303 n capitol/remove 2 stumps					
1154 Total:		598.00							
1155	4/12/2021	820.00	0.00	04/16/2021				No	0
100-032-536000 Tree Removal / Replacemen				415 caroline/removal of 2 stumps and backfill					
1155 Total:		820.00							
1156	4/12/2021	410.00	0.00	04/16/2021				No	0
100-032-536000 Tree Removal / Replacemen				1204 henrietta/remove 1 stump and backfill					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	1156 Total:	410.00							
1160	4/12/2021	2,275.00	0.00	04/16/2021				No	0
100-032-536000	Tree Removal / Replacemen			1207 n capitol/removed 2 large elm trees					
	1160 Total:	2,275.00							
1161	4/12/2021	350.00	0.00	04/16/2021				No	0
100-032-536000	Tree Removal / Replacemen			332 illinois/removed dead wood					
	1161 Total:	350.00							
	Topless Tree Service Total:	12,425.00							
Truck Centers Inc									
10664									
f14032982801	3/26/2021	52.18	0.00	04/16/2021				No	0
100-032-534000	Automotive Expense			oil pan and gasket for truck 469					
	f14032982801 Total:	52.18							
f14033091201	4/8/2021	2,183.69	0.00	04/16/2021				No	0
223-025-534000	Automotive Expense			filter, module outlet and gasket clamps for yw14					
	f14033091201 Total:	2,183.69							
	Truck Centers Inc Total:	2,235.87							
Uftring Auto Group									
10829									
143040fow	3/19/2021	63.76	0.00	04/16/2021				No	0
100-068-534000	Automotive Expense			nutral safety switch for pw603					
	143040fow Total:	63.76							
	Uftring Auto Group Total:	63.76							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
United Ready Mix Inc 11485									
*** 51433	3/31/2021	570.55	0.00	04/16/2021				No	0
231-033-564100 Drainage Improvements					flowable fill and catch basins for parkway dr				
*** 51433	3/31/2021	1,519.00	0.00	04/16/2021				No	0
231-030-564000 Sewer Maintenance/Improvement					flowable fill for sewer repair on washington and capitol				
51433 Total:		2,089.55							
United Ready Mix Inc Tota		2,089.55							
Unity Point Health 13528									
5110in2231	3/17/2021	358.80	0.00	04/16/2021				No	0
100-034-522500 Emergency Medical Supplie					glucagon and versed/emergency medical supplies				
5110in2231 Total:		358.80							
Unity Point Health Total:		358.80							
University of Illinois 11803									
ufiw1297	3/29/2021	970.00	0.00	04/16/2021				No	0
100-034-519000 Training And Education					class tuition for anderson 3/8/21				
ufiw1297 Total:		970.00							
University of Illinois Total		970.00							
Velde Ford 10683									
359321fowg	3/31/2021	33.12	0.00	04/16/2021				No	0
100-034-534000 Automotive Expense					latch for rescue 5				
359321fowg Total:		33.12							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Velde Ford Total:	33.12							
Verizon 14122									
9874042283	2/23/2021	188.37	0.00	04/16/2021				No	0
231-031-550300 Telephone				wwtp liftstation cell 1/24-2/23/21					
	9874042283 Total:	188.37							
9875292909	3/10/2021	47.46	0.00	04/16/2021				No	0
100-009-550300 Telephone				cell phone 1 2/11-3/10/21					
	9875292909 Total:	47.46							
9876186808	3/23/2021	2,122.12	0.00	04/16/2021				No	0
100-009-550300 Telephone				police dept data 2/24-3/23/21					
	9876186808 Total:	2,122.12							
9876186809	3/23/2021	188.37	0.00	04/16/2021				No	0
231-031-550300 Telephone				wwtp liftstation cell 2/24-3/23/21					
	9876186809 Total:	188.37							
9876186810	3/23/2021	701.17	0.00	04/16/2021				No	0
100-009-550300 Telephone				fire data 2/24-3/23/21					
	9876186810 Total:	701.17							
9876895919	4/3/2021	3,589.08	0.00	04/16/2021				No	0
100-009-550300 Telephone				city hall cell phones service 3/4-4/3/21					
	9876895919 Total:	3,589.08							
9876895920	4/3/2021	276.45	0.00	04/16/2021				No	0
100-009-550300 Telephone				fire dept cell phones service 3/4-4/3/21					
	9876895920 Total:	276.45							
9876895921	4/3/2021	1,631.33	0.00	04/16/2021				No	0
100-009-550300 Telephone				police cell phones service 3/4-4/3/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9876895921 Total:	1,631.33							
	Verizon Total:	8,744.35							
Verizon Wireless-VSAT 12892 212307032855146	4/11/2021	50.00	0.00	04/16/2021				No	0
100-763-592600 Special Investigations Exp				subpoena fee special investigation					
	212307032855146 Total:	50.00							
	Verizon Wireless-VSAT To	50.00							
Visa (business) 11433 *** 2592-0321	3/25/2021	169.00	0.00	04/16/2021				No	0
100-009-538000 Maintenance Agreements				video conferencing 1/23/21-2/22/21					
*** 2592-0321	3/25/2021	245.00	0.00	04/16/2021				No	0
525-525-522400 General Supplies				fuel card reader test					
*** 2592-0321	3/25/2021	119.88	0.00	04/16/2021				No	0
501-501-569000 Other Contractual Service				dropbox yearly service 2/24/21-2/27/22					
*** 2592-0321	3/25/2021	29.00	0.00	04/16/2021				No	0
100-005-551600 Dues And Subscriptions				job postings					
*** 2592-0321	3/25/2021	440.33	0.00	04/16/2021				No	0
100-005-551600 Dues And Subscriptions				job postings					
*** 2592-0321	3/25/2021	625.00	0.00	04/16/2021				No	0
100-009-538000 Maintenance Agreements				fire scheduling software 2/1/21-1/1/22					
*** 2592-0321	3/25/2021	60.72	0.00	04/16/2021				No	0
100-005-520200 Office Supplies				lateral file rails					
*** 2592-0321	3/25/2021	2.84	0.00	04/16/2021				No	0
100-005-520200 Office Supplies				pens					
*** 2592-0321	3/25/2021	1,214.00	0.00	04/16/2021				No	0
100-068-524000 Lease/rental Of Equipment				trailer lease for bathrooms 3/22/21					
*** 2592-0321	3/25/2021	3,886.00	0.00	04/16/2021				No	0
100-009-538000 Maintenance Agreements				zoom yearly 3/23/21-3/22/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2592-0321 Total:		6,791.77							
*** 5164-0321	3/25/2021	50.00	0.00	04/16/2021				No	0
100-761-592604 Emergency Services Team				NTOA membership/ranney 2/22-3/22/21					
*** 5164-0321	3/25/2021	127.48	0.00	04/16/2021				No	0
100-763-529000 Equipment				trail cam for surveillance					
5164-0321 Total:		177.48							
*** 5388-0321	3/25/2021	145.00	0.00	04/16/2021				No	0
100-034-557200 License And Inspection Fees				EMT renewal for lusher, baughman, benson, coats, haas					
*** 5388-0321	3/25/2021	1,912.77	0.00	04/16/2021				No	0
100-034-519000 Training And Education				2nd installment for new hires air b&b					
5388-0321 Total:		2,057.77							
*** 6031-0321	3/25/2021	7.65	0.00	04/16/2021				No	0
100-007-520400 Postage				certified postage					
*** 6031-0321	3/25/2021	7,045.41	0.00	04/16/2021				No	0
261-319-511200 Public Serv Activity/Delivery				2020CV PS utility assistance resident mailers					
*** 6031-0321	3/25/2021	107.07	0.00	04/16/2021				No	0
100-004-520200 Office Supplies				liquor license certificates					
*** 6031-0321	3/25/2021	49.90	0.00	04/16/2021	HIGH-EROS	expense		No	0
231-000-150800 Sewer Improvements				tazewell co recorder of easement					
6031-0321 Total:		7,210.03							
Visa (business) Total:		16,237.05							
Walker Process Equipment 12419									
inv020866	4/2/2021	8,189.73	0.00	04/16/2021				No	0
231-031-534400 Equipment Repairs				parts to repair south secondary clarifier					
inv020866 Total:		8,189.73							
Walker Process Equipment		8,189.73							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Warning Systems Spec 13591									
9334	3/28/2021	687.00	0.00	04/16/2021				No	0
100-761-534000 Automotive Expense				install complete camera in squad 5105					
9334 Total:		687.00							
Warning Systems Spec Tot		687.00							
Waste Management 12524									
310468620706	3/31/2021	820.02	0.00	04/16/2021				No	0
231-031-569000 Other Contractual Service				2 yard dumpster boxes 4/1/21					
310468620706 Total:		820.02							
332560720705	4/1/2021	1,674.68	0.00	04/16/2021				No	0
231-031-536400 Sludge Removal				dumping of 20 yard sludge boxes 3/17-3/31/21					
332560720705 Total:		1,674.68							
Waste Management Total:		2,494.70							
Wieland's Lawn Mower Hospital 10704									
800844	3/18/2021	1,277.61	0.00	04/16/2021	yard-crew	expense		No	0
100-068-534400 Equipment Repairs				parts to repair mowers					
800844 Total:		1,277.61							
801567	3/23/2021	24.95	0.00	04/16/2021	yard-crew	expense		No	0
100-068-522400 General Supplies				grease					
801567 Total:		24.95							
802757	3/30/2021	85.78	0.00	04/16/2021	yard-crew	expense		No	0
100-068-522400 General Supplies				2 cycle oil and crossfire					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
802757 Total:		85.78							
802860	3/30/2021	952.20	0.00	04/16/2021	yard-crew	expense		No	0
100-068-529000 Equipment				2 weed trimmer and chain saw					
802860 Total:		952.20							
803537	4/2/2021	16.75	0.00	04/16/2021	yard-crew	expense		No	0
100-068-522400 General Supplies				bar and chain oil					
803537 Total:		16.75							
803953	4/5/2021	29.88	0.00	04/16/2021				No	0
100-032-522400 General Supplies				synthetic oil					
803953 Total:		29.88							
Wieland's Lawn Mower Ho		2,387.17							
Will Harms Co 10706									
36784	3/31/2021	90.60	0.00	04/16/2021				No	0
100-034-520200 Office Supplies				expandable files					
36784 Total:		90.60							
36789	4/6/2021	19.39	0.00	04/16/2021				No	0
100-763-520200 Office Supplies				post it notes and mini binder clips					
36789 Total:		19.39							
Will Harms Co Total:		109.99							
Report Total:		1,762,940.34							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 04/15/2021 - 3:13PM
 Batch: 00012.04.2021 - missy1 4-16-21-1



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
IL Environmental Protection Agency 11923									
*** 14	3/15/2021	80,756.86	0.00	04/16/2021				No	0
231-000-218700 IEPA Loan L17-4855					principle payment on L17-4855				
*** 14	3/15/2021	27,889.06	0.00	04/16/2021				No	0
231-029-590400 Interest Paid					interest payment on L17-4855				
14 Total:		108,645.92							
IL Environmental Protectio		108,645.92							
Schwartz Electric 10579									
15325	1/22/2021	49,478.00	0.00	04/16/2021	CO19-HVAC	expense		No	0
100-068-580401 Building Repair					cures act street dept venting				
15325 Total:		49,478.00							
Schwartz Electric Total:		49,478.00							
Report Total:		158,123.92							

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 26, 2021
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Financial Reports February FY2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/23/2021

Date:

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
208	Tourism					
208-208-411005	Home Rule Motel Tax	\$ 123,000.00	\$ -	\$ 128,348.04	\$ (5,348.04)	104.35%
	Taxes	\$ 123,000.00	\$ -	\$ 128,348.04	\$ (5,348.04)	104.35%
208-208-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-463500	Late Payment Penalty	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-463600	Interest Charges	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-490100	Interest Earnings	\$ -	\$ 2.56	\$ 227.14	\$ (227.14)	0.00%
	Investment Earnings	\$ -	\$ 2.56	\$ 227.14	\$ (227.14)	0.00%
208-208-493600	Training Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-498700	Farmer's Market Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-499201	Tourism Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-511600	Salary: All Personnel	\$ 8,220.66	\$ 694.88	\$ 6,168.28	\$ 2,052.38	75.03%
208-208-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-515500	Vacation Pay	\$ -	\$ -	\$ 361.72	\$ (361.72)	0.00%
208-208-515600	Holiday Pay	\$ -	\$ -	\$ 274.64	\$ (274.64)	0.00%
208-208-515800	Sick Pay	\$ -	\$ 18.60	\$ 120.48	\$ (120.48)	0.00%
208-208-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-517000	Oasdi/city Share 6.2%	\$ 509.68	\$ 43.21	\$ 404.87	\$ 104.81	79.44%
208-208-517001	Medicare/city Share 1.45%	\$ 119.20	\$ 10.21	\$ 98.28	\$ 20.92	82.45%
208-208-517401	IMRF	\$ 959.35	\$ 83.08	\$ 805.30	\$ 154.05	83.94%
208-208-518000	Group Insurance	\$ 1,858.91	\$ 125.61	\$ 1,267.81	\$ 591.10	68.20%
208-208-518300	Workers Comp Insurance	\$ 2,981.24	\$ -	\$ -	\$ 2,981.24	0.00%
	Personnel	\$ 14,649.04	\$ 975.59	\$ 9,501.38	\$ 5,147.66	64.86%
208-208-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-520400	Postage	\$ -	\$ -	\$ 32.00	\$ (32.00)	0.00%
208-208-598505	Special Events	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ 32.00	\$ (32.00)	0.00%
208-208-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-551600	Dues And Subscriptions	\$ 47,500.00	\$ 20,000.00	\$ 47,500.00	\$ -	100.00%
208-208-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-573100	Grants	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-583000	Loan Agreements	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
208-208-591200	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-598100	Public Relations	\$ -	\$ -	\$ 215.00	\$ (215.00)	0.00%
	Contractual Services	\$ 47,500.00	\$ 20,000.00	\$ 47,715.00	\$ (215.00)	100.45%
208-208-580201	Land Improvements	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Capital Outlay	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
208-208-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-551000	Printing And Publications	\$ -	\$ -	\$ 105.00	\$ (105.00)	0.00%
208-208-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-590600	Bank fees	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-597700	Sponsorships	\$ 60,279.00	\$ -	\$ 18,900.00	\$ 41,379.00	31.35%
208-208-598500	Farmer's Market Expense	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-599000	Miscellaneous	\$ -	\$ -	\$ 270.00	\$ (270.00)	0.00%
	Other Expenditures	\$ 60,279.00	\$ -	\$ 19,275.00	\$ 41,004.00	31.98%
208-208-590400	Interest Paid	\$ 2,855.02	\$ -	\$ 2,888.86	\$ (33.84)	101.19%
208-208-591400	Loan Payments	\$ 93,606.50	\$ -	\$ 93,692.89	\$ (86.39)	100.09%
	Debt Service	\$ 96,461.52	\$ -	\$ 96,581.75	\$ (120.23)	100.12%
208	Tourism	\$ (96,389.56)	\$ (20,973.03)	\$ (44,529.95)	\$ (51,859.61)	46.20%
223	Solid Waste					
223-023-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-452300	Garbage Fees	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-452400	Garbage Fees Non-resident	\$ -	\$ 27.00	\$ 270.00	\$ (270.00)	0.00%
223-023-459000	Sanitation Fee	\$ 2,830,155.00	\$ 235,994.84	\$ 2,360,716.19	\$ 469,438.81	83.41%
223-023-459400	Special Refuse Pickups	\$ 2,000.00	\$ 202.86	\$ 1,851.89	\$ 148.11	92.59%
223-023-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 2,832,155.00	\$ 236,224.70	\$ 2,362,838.08	\$ 469,316.92	83.43%
223-023-421000	Garbage Licenses	\$ 250.00	\$ -	\$ 120.00	\$ 130.00	48.00%
	Licenses And Permits	\$ 250.00	\$ -	\$ 120.00	\$ 130.00	48.00%
223-023-490100	Interest Earnings	\$ 6,000.00	\$ 433.74	\$ 4,257.21	\$ 1,742.79	70.95%
	Investment Earnings	\$ 6,000.00	\$ 433.74	\$ 4,257.21	\$ 1,742.79	70.95%
223-023-491000	Rental Of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-491500	Sale Of Municipal Property	\$ 28,000.00	\$ 3,840.00	\$ 39,480.00	\$ (11,480.00)	141.00%
223-023-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-499700	Transfer In	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-499800	Miscellaneous Receipts	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
223-023-499802	Cash Over/short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 29,500.00	\$ 3,840.00	\$ 39,480.00	\$ (9,980.00)	133.83%
223-023-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-511600	Salary: All Personnel	\$ 498,851.00	\$ 42,233.75	\$ 429,933.25	\$ 68,917.75	86.18%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-023-515000	Overtime	\$ 28,328.00	\$ 137.80	\$ 28,833.00	\$ (505.00)	101.78%
223-023-515500	Vacation Pay	\$ -	\$ 1,168.72	\$ 21,044.09	\$ (21,044.09)	0.00%
223-023-515600	Holiday Pay	\$ -	\$ 154.81	\$ 21,700.77	\$ (21,700.77)	0.00%
223-023-515800	Sick Pay	\$ -	\$ 1,041.59	\$ 10,482.71	\$ (10,482.71)	0.00%
223-023-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-516700	Wellness Program	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	0.00%
223-023-517000	Oasdi/city Share 6.2%	\$ 32,685.00	\$ 2,678.88	\$ 30,679.57	\$ 2,005.43	93.86%
223-023-517001	Medicare/city Share 1.45%	\$ 7,644.00	\$ 626.55	\$ 7,191.40	\$ 452.60	94.08%
223-023-517401	IMRF	\$ 61,522.00	\$ 5,224.69	\$ 59,583.85	\$ 1,938.15	96.85%
223-023-518000	Group Insurance	\$ 175,019.00	\$ 12,129.11	\$ 132,716.59	\$ 42,302.41	75.83%
223-023-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-518300	Workers Comp Insurance	\$ 32,984.00	\$ -	\$ 28,859.20	\$ 4,124.80	87.49%
223-023-554300	Uniforms And Tools	\$ 2,000.00	\$ 47.40	\$ 2,984.05	\$ (984.05)	149.20%
223-023-559000	Medical Expense/supplies	\$ 250.00	\$ -	\$ 116.00	\$ 134.00	46.40%
	Personnel	\$ 842,783.00	\$ 65,443.30	\$ 774,124.48	\$ 68,658.52	91.85%
223-023-519000	Training And Education	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
	Training & Education	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
223-023-520200	Office Supplies	\$ 300.00	\$ -	\$ 99.55	\$ 200.45	33.18%
223-023-520400	Postage	\$ 30,000.00	\$ 2,399.19	\$ 23,532.27	\$ 6,467.73	78.44%
223-023-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-522400	General Supplies	\$ 3,500.00	\$ 457.31	\$ 2,772.76	\$ 727.24	79.22%
223-023-529000	Equipment	\$ 25,000.00	\$ -	\$ 25,109.99	\$ (109.99)	100.44%
223-023-556100	Gasoline/diesel Fuel	\$ 100,000.00	\$ 6,408.00	\$ 83,344.50	\$ 16,655.50	83.34%
	Supplies & Materials	\$ 158,800.00	\$ 9,264.50	\$ 134,859.07	\$ 23,940.93	84.92%
223-023-518100	Liability Insurance Premiums	\$ 14,285.00	\$ -	\$ 28,362.00	\$ (14,077.00)	198.54%
223-023-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-534000	Automotive Expense	\$ 150,000.00	\$ 16,692.30	\$ 142,054.33	\$ 7,945.67	94.70%
223-023-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-538000	Maintenance Agreements	\$ 2,000.00	\$ -	\$ 1,044.93	\$ 955.07	52.25%
223-023-550100	Utilities	\$ 3,000.00	\$ 209.25	\$ 1,024.88	\$ 1,975.12	34.16%
223-023-550300	Telephone	\$ 1,250.00	\$ -	\$ 226.08	\$ 1,023.92	18.09%
223-023-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-555000	Radio Expense	\$ 500.00	\$ -	\$ 586.90	\$ (86.90)	117.38%
223-023-559900	Bad debt	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-560100	Auditing Fees	\$ 500.00	\$ 188.64	\$ 1,749.18	\$ (1,249.18)	349.84%
223-023-561000	legal fees	\$ -	\$ -	\$ 2,240.00	\$ (2,240.00)	0.00%
223-023-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-566400	Garbage Removal Contract	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-566500	Landfill Expense	\$ 550,000.00	\$ 49,239.94	\$ 469,368.01	\$ 80,631.99	85.34%
223-023-566600	Pest Control	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-569000	Other Contractual Service	\$ 35,000.00	\$ 5,021.19	\$ 31,391.10	\$ 3,608.90	89.69%
223-023-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 756,535.00	\$ 71,351.32	\$ 678,047.41	\$ 78,487.59	89.63%
223-023-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-023-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-551000	Printing And Publications	\$ -	\$ -	\$ 70.00	\$ (70.00)	0.00%
223-023-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-557200	License And Inspection Fees	\$ 500.00	\$ -	\$ 336.00	\$ 164.00	67.20%
223-023-590600	Bank Charges	\$ 10,000.00	\$ 990.20	\$ 8,868.30	\$ 1,131.70	88.68%
223-023-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 10,500.00	\$ 990.20	\$ 9,274.30	\$ 1,225.70	88.33%
223-023-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-591000	Bond Principal Retired	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-520100	Transfer To General Fund	\$ 350,000.00	\$ -	\$ -	\$ 350,000.00	0.00%
223-023-520231	Transfer to Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ 350,000.00	\$ -	\$ -	\$ 350,000.00	0.00%
023	Garbage	\$ 747,787.00	\$ 93,449.12	\$ 810,390.03	\$ (62,603.03)	108.37%
223-025-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-511600	Salary: All Personnel	\$ 114,787.00	\$ 8,128.16	\$ 84,807.17	\$ 29,979.83	73.88%
223-025-515000	Overtime	\$ 6,548.00	\$ 41.19	\$ 9,271.80	\$ (2,723.80)	141.60%
223-025-515500	Vacation Pay	\$ -	\$ 659.04	\$ 3,907.80	\$ (3,907.80)	0.00%
223-025-515600	Holiday Pay	\$ -	\$ -	\$ 3,941.28	\$ (3,941.28)	0.00%
223-025-515800	Sick Pay	\$ -	\$ -	\$ 986.90	\$ (986.90)	0.00%
223-025-515900	Compensated Absences	\$ -	\$ -	\$ 403.80	\$ (403.80)	0.00%
223-025-517000	Oasdi/city Share 6.2%	\$ 7,523.00	\$ 514.96	\$ 6,078.80	\$ 1,444.20	80.80%
223-025-517001	Medicare/city Share 1.45%	\$ 1,759.00	\$ 120.44	\$ 1,421.90	\$ 337.10	80.84%
223-025-517401	IMRF	\$ 14,160.00	\$ 1,033.82	\$ 12,060.91	\$ 2,099.09	85.18%
223-025-518000	Group Insurance	\$ 48,516.00	\$ 4,454.68	\$ 44,823.26	\$ 3,692.74	92.39%
223-025-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-518300	Workers Comp Insurance	\$ 892.00	\$ -	\$ -	\$ 892.00	0.00%
223-025-554300	Uniforms And Tools	\$ 1,000.00	\$ -	\$ 634.88	\$ 365.12	63.49%
223-025-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 195,185.00	\$ 14,952.29	\$ 168,338.50	\$ 26,846.50	86.25%
223-025-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-522400	General Supplies	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
223-025-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-556100	Gasoline/diesel Fuel	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Supplies & Materials	\$ 15,250.00	\$ -	\$ -	\$ 15,250.00	0.00%
223-025-518100	Liability Insurance Premiums	\$ 397.00	\$ -	\$ -	\$ 397.00	0.00%
223-025-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-534000	Automotive Expense	\$ 15,000.00	\$ 1,386.76	\$ 13,742.16	\$ 1,257.84	91.61%
223-025-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-566501	Compost Site Expense	\$ 90,000.00	\$ -	\$ 108,015.51	\$ (18,015.51)	120.02%
223-025-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 105,397.00	\$ 1,386.76	\$ 121,757.67	\$ (16,360.67)	115.52%
223-025-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-551000	Printing And Publications	\$ 500.00	\$ -	\$ 450.00	\$ 50.00	90.00%
223-025-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-557200	License And Inspection Fees	\$ -	\$ -	\$ 42.00	\$ (42.00)	0.00%
223-025-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 500.00	\$ -	\$ 492.00	\$ 8.00	98.40%
025	Yardwaste	\$ (316,332.00)	\$ (16,339.05)	\$ (290,588.17)	\$ (25,743.83)	91.86%
223-026-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-442700	County Grants	\$ 71,000.00	\$ -	\$ -	\$ 71,000.00	0.00%
	Intergovernmental	\$ 71,000.00	\$ -	\$ -	\$ 71,000.00	0.00%
223-026-459000	Recycling Revenue	\$ 500.00	\$ -	\$ 288.00	\$ 212.00	57.60%
223-026-491500	Sale of Municipal Property	\$ 7,000.00	\$ 360.00	\$ 7,360.00	\$ (360.00)	105.14%
223-026-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-499800	Miscellaneous Receipts	\$ -	\$ 2,266.16	\$ 2,462.36	\$ (2,462.36)	0.00%
	Other Revenue	\$ 7,500.00	\$ 2,626.16	\$ 10,110.36	\$ (2,610.36)	134.80%
223-026-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-511600	Salary: All Personnel	\$ 114,787.00	\$ 6,004.57	\$ 84,870.28	\$ 29,916.72	73.94%
223-026-515000	Overtime	\$ 7,591.00	\$ -	\$ 6,447.40	\$ 1,143.60	84.93%
223-026-515500	Vacation Pay	\$ -	\$ -	\$ 3,858.28	\$ (3,858.28)	0.00%
223-026-515600	Holiday Pay	\$ -	\$ -	\$ 3,717.28	\$ (3,717.28)	0.00%
223-026-515800	Sick Pay	\$ -	\$ -	\$ 287.79	\$ (287.79)	0.00%
223-026-515900	Compensated Absences	\$ -	\$ 2,416.48	\$ 3,295.20	\$ (3,295.20)	0.00%
223-026-517000	Oasdi/city Share 6.2%	\$ 7,587.00	\$ 505.46	\$ 6,184.74	\$ 1,402.26	81.52%
223-026-517001	Medicare/city Share 1.45%	\$ 1,774.00	\$ 118.21	\$ 1,446.52	\$ 327.48	81.54%
223-026-517401	IMRF	\$ 14,282.00	\$ 986.12	\$ 11,962.46	\$ 2,319.54	83.76%
223-026-518000	Group Insurance	\$ 32,301.00	\$ 2,286.44	\$ 23,135.31	\$ 9,165.69	71.62%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-026-518300	Workers Comp Insurance	\$ 7,033.00	\$ -	\$ 6,468.04	\$ 564.96	91.97%
223-026-554300	Uniforms And Tools	\$ 800.00	\$ -	\$ 1,224.05	\$ (424.05)	153.01%
223-026-559000	Medical Expense/supplies	\$ -	\$ -	\$ 72.00	\$ (72.00)	0.00%
	Personnel	\$ 186,155.00	\$ 12,317.28	\$ 152,969.35	\$ 33,185.65	82.17%
223-026-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-529000	Equipment	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	100.00%
223-026-556100	Gasoline/diesel Fuel	\$ 10,000.00	\$ -	\$ 2,067.50	\$ 7,932.50	20.68%
	Supplies & Materials	\$ 15,000.00	\$ -	\$ 7,067.50	\$ 7,932.50	47.12%
223-026-518100	Liability Insurance Premiums	\$ 2,625.00	\$ -	\$ 2,530.00	\$ 95.00	96.38%
223-026-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-534000	Automotive Expense	\$ 20,000.00	\$ 1,625.87	\$ 8,231.64	\$ 11,768.36	41.16%
223-026-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-555000	Radio Expense	\$ 500.00	\$ -	\$ 127.25	\$ 372.75	25.45%
223-026-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-566502	Recycling Expense	\$ 60,000.00	\$ -	\$ 54,770.66	\$ 5,229.34	91.28%
223-026-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-592000	Community Education	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-598200	Grant Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 83,125.00	\$ 1,625.87	\$ 65,659.55	\$ 17,465.45	78.99%
223-026-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-550100	Utilities	\$ -	\$ 45.94	\$ 409.46	\$ (409.46)	0.00%
223-026-551000	Printing And Publications	\$ 1,000.00	\$ -	\$ 210.00	\$ 790.00	21.00%
223-026-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-557200	License And Inspection Fees	\$ -	\$ -	\$ 134.00	\$ (134.00)	0.00%
223-026-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Expenditures	\$ 2,000.00	\$ 45.94	\$ 753.46	\$ 1,246.54	37.67%
026	Recycling	\$ (207,780.00)	\$ (11,362.93)	\$ (216,339.50)	\$ 8,559.50	104.12%
223	Solid Waste	\$ 223,675.00	\$ 65,747.14	\$ 303,462.36	\$ (79,787.36)	135.67%
231	Sewerage					
231-000-218905	IL EPA Loan L175402	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
231-000-150600	Building Improvements	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
000	Non Departmental	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-452000	Sewage Treatment - N Pekin	\$ 115,000.00	\$ -	\$ 62,361.91	\$ 52,638.09	54.23%
231-029-452900	Sewer Connection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-458400	Vactor Disposal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-459100	Basic Service Fees	\$ 6,870,000.00	\$ 541,290.32	\$ 5,800,789.29	\$ 1,069,210.71	84.44%
231-029-459200	Surcharge	\$ 20,000.00	\$ 1,032.08	\$ 11,897.09	\$ 8,102.91	59.49%
231-029-459300	Capital Replacement Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-498900	Non Sufficient Funds Fee	\$ 2,200.00	\$ 125.00	\$ 1,779.50	\$ 420.50	80.89%
	Fees/Charges For Service	\$ 7,007,200.00	\$ 542,447.40	\$ 5,876,827.79	\$ 1,130,372.21	83.87%
231-029-420900	Sewer Contractors License	\$ 500.00	\$ -	\$ 500.00	\$ -	100.00%
231-029-427200	Sewer Permits	\$ -	\$ -	\$ 2,075.00	\$ (2,075.00)	0.00%
	Licenses And Permits	\$ 500.00	\$ -	\$ 2,575.00	\$ (2,075.00)	515.00%
231-029-490100	Interest Earnings	\$ 120,000.00	\$ 417.37	\$ 67,377.92	\$ 52,622.08	56.15%
231-029-490101	Interest Income - UNUSED	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-490110	Ww Finance Charge	\$ 350,000.00	\$ -	\$ 61,241.67	\$ 288,758.33	17.50%
231-029-490300	Court Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 470,000.00	\$ 417.37	\$ 128,619.59	\$ 341,380.41	27.37%
231-029-490500	Lien File & Release Fees	\$ 22,000.00	\$ -	\$ 2,875.20	\$ 19,124.80	13.07%
231-029-490550	Lien Filing Search Fee	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-490600	Water Company Commission	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-491500	Sale Of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-499400	Proceeds of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-499800	Miscellaneous Receipts	\$ 1,900.00	\$ -	\$ -	\$ 1,900.00	0.00%
231-029-499802	Cash Over/short	\$ -	\$ -	\$ 5.00	\$ (5.00)	0.00%
	Other Revenue	\$ 23,900.00	\$ -	\$ 2,880.20	\$ 21,019.80	12.05%
231-029-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-492100	IL EPA Loan	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-440223	Transfer from Solid Waste	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-511600	Salary: All Personnel	\$ 237,936.94	\$ 16,433.37	\$ 158,342.56	\$ 79,594.38	66.55%
231-029-515000	Overtime	\$ 2,500.00	\$ 27.70	\$ 170.02	\$ 2,329.98	6.80%
231-029-515500	Vacation Pay	\$ -	\$ 663.51	\$ 10,159.96	\$ (10,159.96)	0.00%
231-029-515600	Holiday Pay	\$ -	\$ 77.38	\$ 7,806.29	\$ (7,806.29)	0.00%
231-029-515800	Sick Pay	\$ -	\$ 1,602.61	\$ 5,901.09	\$ (5,901.09)	0.00%
231-029-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-516700	Wellness Program	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-029-517000	Oasdi/city Share 6.2%	\$ 14,907.09	\$ 1,122.58	\$ 10,653.95	\$ 4,253.14	71.47%
231-029-517001	Medicare/city Share 1.45%	\$ 3,486.34	\$ 262.47	\$ 2,530.03	\$ 956.31	72.57%
231-029-517401	IMRF	\$ 28,058.99	\$ 2,196.42	\$ 21,255.18	\$ 6,803.81	75.75%
231-029-518000	Group Insurance	\$ 70,111.82	\$ 4,858.89	\$ 51,687.03	\$ 18,424.79	73.72%
231-029-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-518300	Workers Comp Insurance	\$ 900.00	\$ -	\$ -	\$ 900.00	0.00%
231-029-559000	Medical Expense/supplies	\$ 75.00	\$ -	\$ -	\$ 75.00	0.00%
	Personnel	\$ 360,176.18	\$ 27,244.93	\$ 268,506.11	\$ 91,670.07	74.55%
231-029-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-520200	Office Supplies	\$ 200.00	\$ -	\$ 126.96	\$ 73.04	63.48%
231-029-520400	Postage	\$ 30,000.00	\$ 2,404.51	\$ 23,616.43	\$ 6,383.57	78.72%
231-029-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 30,200.00	\$ 2,404.51	\$ 23,743.39	\$ 6,456.61	78.62%
231-029-518100	Liability Insurance Premiums	\$ 27,382.00	\$ -	\$ -	\$ 27,382.00	0.00%
231-029-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-538000	Maintenance Agreements	\$ 1,500.00	\$ -	\$ 1,044.94	\$ 455.06	69.66%
231-029-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-560700	IL-Am Water Shut Off Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-560701	American Water Consmpn Repts	\$ 12,350.00	\$ 2,064.24	\$ 8,280.88	\$ 4,069.12	67.05%
231-029-560800	Collection Agency Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-561800	Bond Issue Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-562300	Summons Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-569000	Other Contractual Service	\$ 35,000.00	\$ 5,021.30	\$ 31,449.95	\$ 3,550.05	89.86%
231-029-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 76,232.00	\$ 7,085.54	\$ 40,775.77	\$ 35,456.23	53.49%
231-029-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-590600	Bank Charges	\$ 8,000.00	\$ 990.25	\$ 8,868.39	\$ (868.39)	110.85%
231-029-593300	Lien Filing Fee	\$ 20,000.00	\$ 568.80	\$ 3,649.80	\$ 16,350.20	18.25%
231-029-593302	Judgement Filing Fee	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 28,000.00	\$ 1,559.05	\$ 12,518.19	\$ 15,481.81	44.71%
231-029-590400	Interest Paid	\$ 660,385.33	\$ 131,786.01	\$ 635,903.94	\$ 24,481.39	96.29%
231-029-591000	Bond Principal Retired	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-591100	Bond Registrar Fees	\$ -	\$ -	\$ 200.00	\$ (200.00)	0.00%
231-029-591101	Bond Issuance Costs	\$ -	\$ -	\$ 77,388.00	\$ (77,388.00)	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-029-591102	Partial Defeasance Genera	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-591400	Loan Payments	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ 660,385.33	\$ 131,786.01	\$ 713,491.94	\$ (53,106.61)	108.04%
231-029-520100	Transfer To General Fund	\$ -	\$ -	\$ 860,000.00	\$ (860,000.00)	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ 860,000.00	\$ (860,000.00)	0.00%
029	Waste Water	\$ 6,346,606.49	\$ 372,784.73	\$ 4,091,867.18	\$ 2,254,739.31	64.47%
231-030-499800	Miscellaneous Receipts	\$ 5,000.00	\$ -	\$ 40.00	\$ 4,960.00	0.80%
	Other Revenue	\$ 5,000.00	\$ -	\$ 40.00	\$ 4,960.00	0.80%
231-030-511600	Salary: All Personnel	\$ 130,200.93	\$ 6,873.46	\$ 93,382.34	\$ 36,818.59	71.72%
231-030-515000	Overtime	\$ 15,750.00	\$ 1,694.55	\$ 10,689.44	\$ 5,060.56	67.87%
231-030-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-517000	Oasdi/city Share 6.2%	\$ 9,048.96	\$ 516.96	\$ 6,273.40	\$ 2,775.56	69.33%
231-030-517001	Medicare/city Share 1.45%	\$ 2,116.29	\$ 120.90	\$ 1,464.58	\$ 651.71	69.21%
231-030-517401	IMRF	\$ 17,032.47	\$ 1,003.31	\$ 12,148.64	\$ 4,883.83	71.33%
231-030-518000	Group Insurance	\$ 48,515.85	\$ 2,022.66	\$ 27,478.80	\$ 21,037.05	56.64%
231-030-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-518300	Workers Comp Insurance	\$ 14,416.80	\$ -	\$ -	\$ 14,416.80	0.00%
231-030-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 237,081.30	\$ 12,231.84	\$ 151,437.20	\$ 85,644.10	63.88%
231-030-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-522400	General Supplies	\$ 3,600.00	\$ -	\$ 2,889.23	\$ 710.77	80.26%
231-030-529000	Equipment	\$ 2,400.00	\$ 1,854.00	\$ 6,646.65	\$ (4,246.65)	276.94%
231-030-556100	Gasoline/diesel Fuel	\$ 2,100.00	\$ -	\$ -	\$ 2,100.00	0.00%
	Supplies & Materials	\$ 8,100.00	\$ 1,854.00	\$ 9,535.88	\$ (1,435.88)	117.73%
231-030-518100	Liability Insurance Premiums	\$ 11,714.00	\$ -	\$ 25,914.00	\$ (14,200.00)	221.22%
231-030-524000	Lease/rental Of Equipment	\$ 15,000.00	\$ -	\$ 16,232.70	\$ (1,232.70)	108.22%
231-030-534000	Automotive Expense	\$ 6,000.00	\$ 30.53	\$ 143.19	\$ 5,856.81	2.39%
231-030-534400	Equipment Repairs	\$ 48,000.00	\$ 7,985.02	\$ 19,014.55	\$ 28,985.45	39.61%
231-030-536000	Tree Removal / Replacemen	\$ -	\$ -	\$ 1,029.00	\$ (1,029.00)	0.00%
231-030-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-550100	Utilities	\$ 20,000.00	\$ 2,696.74	\$ 14,387.61	\$ 5,612.39	71.94%
231-030-550300	Telephone	\$ 2,400.00	\$ -	\$ 583.74	\$ 1,816.26	24.32%
231-030-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-560600	Corporate Counsel Fees	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0.00%
231-030-561200	Engineering Fees	\$ 150,000.00	\$ (112,826.01)	\$ -	\$ 150,000.00	0.00%
231-030-561300	Testing Fees And Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-564000	Sewer Maintenance/Improvements	\$ 120,000.00	\$ -	\$ 38,171.50	\$ 81,828.50	31.81%
231-030-569000	Other Contractual Service	\$ 70,000.00	\$ 14,796.55	\$ 176,500.31	\$ (106,500.31)	252.14%
231-030-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-030-569020	Contract Sewer Operation	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00	0.00%
231-030-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 525,114.00	\$ (87,317.17)	\$ 291,976.60	\$ 233,137.40	55.60%
231-030-580200	Purchase Of Property	\$ -	\$ -	\$ 331.80	\$ (331.80)	0.00%
231-030-580400	Building Purchase/Construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-580600	Sewer Construction	\$ -	\$ -	\$ 4,500.00	\$ (4,500.00)	0.00%
231-030-580601	Sewer Repair	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ 4,831.80	\$ (4,831.80)	0.00%
231-030-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-551000	Printing And Publications	\$ -	\$ -	\$ 71.76	\$ (71.76)	0.00%
231-030-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-557310	Railroad Permit Fee	\$ -	\$ -	\$ 1,275.00	\$ (1,275.00)	0.00%
231-030-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-599902	Amortization Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ 1,346.76	\$ (1,346.76)	0.00%
231-030-590400	Interest Paid	\$ 20,057.92	\$ -	\$ 11,557.92	\$ 8,500.00	57.62%
	Debt Service	\$ 20,057.92	\$ -	\$ 11,557.92	\$ 8,500.00	57.62%
231-030-520100	Transfer To General Fund	\$ 860,000.00	\$ -	\$ -	\$ 860,000.00	0.00%
231-030-520445	Transfer To Capital Proje	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ 860,000.00	\$ -	\$ -	\$ 860,000.00	0.00%
030	Sanitary Sewer	\$ (1,645,353.22)	\$ 73,231.33	\$ (470,646.16)	\$ (1,174,707.06)	28.60%
231-031-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-511600	Salary: All Personnel	\$ 481,181.06	\$ 34,485.62	\$ 345,960.70	\$ 135,220.36	71.90%
231-031-515000	Overtime	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
231-031-515500	Vacation Pay	\$ -	\$ 1,517.54	\$ 31,299.64	\$ (31,299.64)	0.00%
231-031-515600	Holiday Pay	\$ -	\$ -	\$ 17,009.68	\$ (17,009.68)	0.00%
231-031-515800	Sick Pay	\$ -	\$ 819.96	\$ 7,769.39	\$ (7,769.39)	0.00%
231-031-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-516700	Wellness Program	\$ 1,900.00	\$ -	\$ -	\$ 1,900.00	0.00%
231-031-517000	Oasdi/city Share 6.2%	\$ 30,161.83	\$ 2,222.78	\$ 24,318.37	\$ 5,843.46	80.63%
231-031-517001	Medicare/city Share 1.45%	\$ 7,013.38	\$ 519.89	\$ 5,687.45	\$ 1,325.93	81.09%
231-031-517401	IMRF	\$ 56,772.34	\$ 4,311.31	\$ 46,865.36	\$ 9,906.98	82.55%
231-031-518000	Group Insurance	\$ 127,179.76	\$ 8,035.24	\$ 80,748.01	\$ 46,431.75	63.49%
231-031-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-518300	Workers Comp Insurance	\$ 2,401.37	\$ -	\$ 14,610.09	\$ (12,208.72)	608.41%
231-031-554300	Uniforms And Tools	\$ 1,500.00	\$ -	\$ 1,065.60	\$ 434.40	71.04%
231-031-559000	Medical Expense/supplies	\$ 150.00	\$ -	\$ -	\$ 150.00	0.00%
	Personnel	\$ 710,759.74	\$ 51,912.34	\$ 575,334.29	\$ 135,425.45	80.95%
231-031-519000	Training And Education	\$ 3,000.00	\$ -	\$ 90.00	\$ 2,910.00	3.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Training & Education	\$ 3,000.00	\$ -	\$ 90.00	\$ 2,910.00	3.00%
231-031-520200	Office Supplies	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
231-031-520400	Postage	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
231-031-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-522200	Chemical Supplies	\$ 99,000.00	\$ -	\$ 44,366.42	\$ 54,633.58	44.81%
231-031-522400	General Supplies	\$ 6,000.00	\$ 145.22	\$ 5,310.64	\$ 689.36	88.51%
231-031-522600	Machine Lubricant & Oil	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
231-031-529000	Equipment	\$ 2,000.00	\$ 149.99	\$ 14,131.59	\$ (12,131.59)	706.58%
231-031-535000	Material And Hauling	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
231-031-556100	Gasoline/diesel Fuel	\$ 4,200.00	\$ 110.25	\$ 1,319.25	\$ 2,880.75	31.41%
231-031-580401	Building Repairs	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Supplies & Materials	\$ 121,500.00	\$ 405.46	\$ 65,127.90	\$ 56,372.10	53.60%
231-031-518100	Liability Insurance Premiums	\$ 234.00	\$ -	\$ 11,507.00	\$ (11,273.00)	4917.52%
231-031-524000	Lease/rental Of Equipment	\$ 2,000.00	\$ 76.94	\$ 133.04	\$ 1,866.96	6.65%
231-031-534000	Automotive Expense	\$ 7,000.00	\$ 390.00	\$ 7,735.33	\$ (735.33)	110.50%
231-031-534200	Buildings And Grounds Rep	\$ 5,000.00	\$ 274.17	\$ 274.17	\$ 4,725.83	5.48%
231-031-534400	Equipment Repairs	\$ 45,000.00	\$ 3,284.50	\$ 42,507.98	\$ 2,492.02	94.46%
231-031-536000	Tree removal, trim	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-536300	Snow Removal - Salt	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-536400	Sludge Removal	\$ 102,000.00	\$ 4,294.35	\$ 71,323.14	\$ 30,676.86	69.92%
231-031-538000	Maintenance Agreements	\$ 11,150.00	\$ -	\$ 10,947.50	\$ 202.50	98.18%
231-031-550100	Utilities	\$ 200,000.00	\$ 31,363.48	\$ 158,592.02	\$ 41,407.98	79.30%
231-031-550300	Telephone	\$ 4,800.00	\$ 209.62	\$ 2,425.09	\$ 2,374.91	50.52%
231-031-551600	Dues And Subscriptions	\$ 250.00	\$ 83.00	\$ 83.00	\$ 167.00	33.20%
231-031-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-557300	Epa Permits	\$ 38,000.00	\$ -	\$ 53,000.00	\$ (15,000.00)	139.47%
231-031-560100	Auditing Fees	\$ 2,500.00	\$ 543.25	\$ 5,037.61	\$ (2,537.61)	201.50%
231-031-560600	Corporate Counsel Fees	\$ -	\$ -	\$ 2,340.00	\$ (2,340.00)	0.00%
231-031-561000	Attorney Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-561200	Engineering Fees	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
231-031-561300	Testing Fees And Expenses	\$ 70,750.00	\$ 6,819.88	\$ 52,165.79	\$ 18,584.21	73.73%
231-031-566600	Pest Control	\$ 2,700.00	\$ 215.00	\$ 1,720.00	\$ 980.00	63.70%
231-031-569000	Other Contractual Service	\$ 33,000.00	\$ 1,269.07	\$ 28,548.54	\$ 4,451.46	86.51%
231-031-599801	Computer Software	\$ 6,000.00	\$ -	\$ 3,961.19	\$ 2,038.81	66.02%
	Contractual Services	\$ 545,384.00	\$ 48,823.26	\$ 452,301.40	\$ 93,082.60	82.93%
231-031-580400	Building Purchase/Construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-580500	Road construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-587000	Machinery And Equipment	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
231-031-587500	Vehicles	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0.00%
	Capital Outlay	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00	0.00%
231-031-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-557200	License And Inspection Fees	\$ 400.00	\$ -	\$ 646.65	\$ (246.65)	161.66%
231-031-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-599802	Computer Hardware	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
231-031-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,900.00	\$ -	\$ 646.65	\$ 1,253.35	34.03%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-031-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
031	Wastewater Treatment Plant	\$ (1,414,543.74)	\$ (101,141.06)	\$ (1,093,500.24)	\$ (321,043.50)	77.30%
231-033-428000	Erosion Control	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-459100	Basic Service Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-414002	Impound Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-499800	Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-440100	Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-440445	Transfer From Capital Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-511600	Salary: All Personnel	\$ 172,102.26	\$ 3,987.92	\$ 132,805.21	\$ 39,297.05	77.17%
231-033-515000	Overtime	\$ 27,546.88	\$ -	\$ 17,109.54	\$ 10,437.34	62.11%
231-033-515500	Vacation Pay	\$ -	\$ 3.17	\$ 3,440.50	\$ (3,440.50)	0.00%
231-033-515600	Holiday Pay	\$ -	\$ -	\$ 1,178.87	\$ (1,178.87)	0.00%
231-033-515800	Sick Pay	\$ -	\$ 14.02	\$ 502.20	\$ (502.20)	0.00%
231-033-517000	Oasdi/city Share 6.2%	\$ 12,378.25	\$ 240.84	\$ 9,408.49	\$ 2,969.76	76.01%
231-033-517001	Medicare/city Share 1.45%	\$ 2,894.91	\$ 56.28	\$ 2,191.71	\$ 703.20	75.71%
231-033-517401	IMRF	\$ 23,299.05	\$ 466.35	\$ 18,034.91	\$ 5,264.14	77.41%
231-033-518000	Group Insurance	\$ 27,594.28	\$ 772.58	\$ 33,916.52	\$ (6,322.24)	122.91%
231-033-518300	Workers Comp Insurance	\$ 1,309.00	\$ -	\$ -	\$ 1,309.00	0.00%
	Personnel	\$ 267,124.63	\$ 5,541.16	\$ 218,587.95	\$ 48,536.68	81.83%
231-033-519000	Training And Education	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
	Training & Education	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
231-033-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-522400	General Supplies	\$ 600.00	\$ -	\$ 958.23	\$ (358.23)	159.71%
231-033-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-535000	Material And Hauling	\$ 5,000.00	\$ -	\$ 388.74	\$ 4,611.26	7.77%
231-033-556100	Gasoline/diesel Fuel	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
	Supplies & Materials	\$ 7,100.00	\$ -	\$ 1,346.97	\$ 5,753.03	18.97%
231-033-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ 1,450.00	\$ (1,450.00)	0.00%
231-033-534000	Automotive Expense	\$ 15,000.00	\$ 3,627.06	\$ 20,535.39	\$ (5,535.39)	136.90%
231-033-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-555000	Radio Expense	\$ -	\$ -	\$ 230.30	\$ (230.30)	0.00%
231-033-557300	Epa Permits	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	100.00%
231-033-560600	Corporate Counsel Fees	\$ -	\$ -	\$ 340.00	\$ (340.00)	0.00%
231-033-560701	Il-amer Ww Billing Charge	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-561300	Lab testing fees	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-033-564100	Drainage Improvements	\$ -	\$ -	\$ 35,095.98	\$ (35,095.98)	0.00%
231-033-569000	Other Contractual Service	\$ -	\$ 2,109.66	\$ 2,109.66	\$ (2,109.66)	0.00%
231-033-585400	Drainage District Assessm	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 16,000.00	\$ 5,736.72	\$ 60,761.33	\$ (44,761.33)	379.76%
231-033-580200	Land Purchase	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
231-033-580600	Sewer Construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-580601	Sewer Repair	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
231-033-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-550100	Utilities	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
231-033-551000	Printing and Publications	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-593300	lien filing & release fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
231-033-590400	Interest Paid	\$ 19,200.00	\$ 1,385.83	\$ 15,051.21	\$ 4,148.79	78.39%
231-033-591400	Loan payments	\$ -	\$ 16,292.66	\$ 161,733.69	\$ (161,733.69)	0.00%
	Debt Service	\$ 19,200.00	\$ 17,678.49	\$ 176,784.90	\$ (157,584.90)	920.75%
231-033-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
033	Storm Water	\$ (316,624.63)	\$ (28,956.37)	\$ (457,481.15)	\$ 140,856.52	144.49%
231	Sewerage	\$ 2,970,084.90	\$ 315,918.63	\$ 2,070,239.63	\$ 899,845.27	69.70%
240	Motor Fuel					
240-240-414000	Illinois Motor Fuel Tax	\$ 1,121,152.00	\$ 98,654.18	\$ 910,549.98	\$ 210,602.02	81.22%
	Taxes	\$ 1,121,152.00	\$ 98,654.18	\$ 910,549.98	\$ 210,602.02	81.22%
240-240-435200	Traffic Lgt Maint Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-442600	State Grants	\$ -	\$ -	\$ 814,229.72	\$ (814,229.72)	0.00%
	Intergovernmental	\$ -	\$ -	\$ 814,229.72	\$ (814,229.72)	0.00%
240-240-455001	Franchise Fee - Cilco	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-463500	Late Payment Penalty	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-463600	Interest Charges	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-490100	Interest Earnings	\$ 45,000.00	\$ 203.09	\$ 12,815.33	\$ 32,184.67	28.48%
240-240-490200	Gain On Securities Sold	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 45,000.00	\$ 203.09	\$ 12,815.33	\$ 32,184.67	28.48%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
240-240-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-440445	Transfer from Capital	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-511600	Salary: All Personnel	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
240-240-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-517000	Oasdi/city Share 6.2%	\$ 3,100.00	\$ -	\$ -	\$ 3,100.00	0.00%
240-240-517001	Medicare/city Share 1.45%	\$ 725.00	\$ -	\$ -	\$ 725.00	0.00%
240-240-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-518300	Workers Comp Insurance	\$ 482.00	\$ -	\$ -	\$ 482.00	0.00%
	Personnel	\$ 54,307.00	\$ -	\$ -	\$ 54,307.00	0.00%
240-240-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-523000	Traffic/Street Signs & Marking	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-535000	Material And Hauling	\$ 50,000.00	\$ -	\$ 13,501.40	\$ 36,498.60	27.00%
	Supplies & Materials	\$ 50,000.00	\$ -	\$ 13,501.40	\$ 36,498.60	27.00%
240-240-532000	Electronic Equipment Main	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-534900	Sidewalk Renovation	\$ 400,000.00	\$ -	\$ 309,020.05	\$ 90,979.95	0.00%
240-240-536000	Tree Removal / Replacemen	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-536300	Snow Removal - Salt & Chemical	\$ 240,000.00	\$ -	\$ 68,572.05	\$ 171,427.95	28.57%
240-240-550500	Electricity For Street Lights	\$ 135,000.00	\$ -	\$ 83,100.35	\$ 51,899.65	61.56%
240-240-550600	Electricity For Signal Lights	\$ 11,000.00	\$ -	\$ 10,967.48	\$ 32.52	99.70%
240-240-561200	Engineering Fees	\$ 75,000.00	\$ 2,850.44	\$ 75,244.56	\$ (244.56)	100.33%
240-240-561300	Testing Fees And Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-561301	Testing - Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-563000	Contract Construction	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-564100	Drainage Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-569001	Street Maintenance	\$ 668,000.00	\$ -	\$ 600,175.10	\$ 67,824.90	0.00%
	Contractual Services	\$ 1,529,000.00	\$ 2,850.44	\$ 1,147,079.59	\$ 381,920.41	75.02%
240-240-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-580500	Street Construction	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-580501	Street Major Repair	\$ 1,120,000.00	\$ 219,631.26	\$ 994,849.16	\$ 125,150.84	88.83%
	Capital Outlay	\$ 1,120,000.00	\$ 219,631.26	\$ 994,849.16	\$ 125,150.84	88.83%
240-240-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-520445	Transfer To Capital Proje	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
240	Motor Fuel	\$ (1,587,155.00)	\$ (123,624.43)	\$ (417,835.12)	\$ (1,169,319.88)	26.33%
261	HUD					
261-261-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
261-261-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-261-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-261-517000	Oasdi/city Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
261-261-517001	Medicare/city Share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
261-261-517401	IMRF	\$ -	\$ -	(1,778.78)	1,778.78	0.00%
261-261-518000	Group Insurance	\$ -	\$ -	1,778.78	(1,778.78)	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
261	Hud Administration	\$ -	\$ -	\$ -	\$ -	0.00%
261-263-490101	Loan Interest	\$ -	\$ -	145.65	(145.65)	0.00%
	Investment Earnings	\$ -	\$ -	\$ 145.65	\$ (145.65)	0.00%
263	Hud Rehab	\$ -	\$ -	\$ 145.65	\$ (145.65)	0.00%
261-317-446100	Grant Income	\$ 44,223.00	\$ -	49,769.53	(5,546.53)	112.54%
261-317-446200	Program Income	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 44,223.00	\$ -	\$ 49,769.53	\$ (5,546.53)	112.54%
261-317-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-499802	Cash Over/Short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511100	Demolition Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511200	Public Serv Activity/Delivery	\$ -	\$ -	31,349.00	(31,349.00)	0.00%
261-317-511300	Public Facilities & Infra	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511400	Fire Prevent Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511500	Econ Development Assist	\$ 44,223.00	\$ -	\$ -	44,223.00	0.00%
	Contractual Services	\$ 44,223.00	\$ -	\$ 31,349.00	\$ 12,874.00	70.89%
317	Grant Year 2017	\$ -	\$ -	\$ 18,420.53	\$ (18,420.53)	0.00%
261-318-446100	Grant Income	\$ 56,460.00	\$ -	3,087.16	53,372.84	5.47%
261-318-446200	Countable Program Income	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 56,460.00	\$ -	\$ 3,087.16	\$ 53,372.84	5.47%
261-318-498900	Non Sufficient Funds Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
261-318-490100	Revolving Loan Interest	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
261-318-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
261-318-499802	Cash Short & Over	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-318-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-318-511100	Demolition Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-318-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ 3,087.16	\$ (3,087.16)	0.00%
261-318-511300	Public Facilities & Infra	\$ -	\$ -	\$ -	\$ -	0.00%
261-318-511400	Fire Prevent Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-318-511500	Econ Development Assist	\$ 56,460.00	\$ -	\$ -	\$ 56,460.00	0.00%
	Contractual Services	\$ 56,460.00	\$ -	\$ 3,087.16	\$ 53,372.84	5.47%
318	Grant Year 2018	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-446100	Grant Income	\$ 662,008.00	\$ -	\$ -	\$ 662,008.00	0.00%
261-319-446200	Countable Program Income	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 662,008.00	\$ -	\$ -	\$ 662,008.00	0.00%
261-319-498900	Non Sufficient Funds Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-490100	Revolving Loan Interest	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-499802	Cash Short & Over	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-511000	Rehab Activity & Delivery	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	0.00%
261-319-511100	Demo Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-511300	Public Facilities & Infra	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-511400	Fire Prevent Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-319-511500	Econ Development Assist	\$ 637,008.00	\$ (48,400.00)	\$ 95,643.68	\$ 541,364.32	15.01%
261-319-560100	Auditing Fees	\$ -	\$ -	\$ 4,369.51	\$ (4,369.51)	0.00%
	Contractual Services	\$ 662,008.00	\$ (48,400.00)	\$ 100,013.19	\$ 561,994.81	15.11%
261-319-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
319	Grant Year 2019	\$ -	\$ 48,400.00	\$ (101,813.19)	\$ 101,813.19	0.00%
261-320-446100	Grant Income	\$ 422,197.00	\$ -	\$ 60,713.00	\$ 361,484.00	14.38%
261-320-446200	Countable Program Income	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 422,197.00	\$ -	\$ 60,713.00	\$ 361,484.00	14.38%
261-320-490100	Revolving Loan Interest	\$ 1,455.00	\$ -	\$ -	\$ 1,455.00	0.00%
261-320-498900	Non Sufficient Funds Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 1,455.00	\$ -	\$ -	\$ 1,455.00	0.00%
261-320-490101	Loan Interest	\$ -	\$ -	\$ 17.96	\$ (17.96)	0.00%
	Investment Earnings	\$ -	\$ -	\$ 17.96	\$ (17.96)	0.00%
261-320-499800	Miscellaneous Receipts	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	0.00%
261-320-499802	Cash Short & Over	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-320-511600	Salary: All Personnel	\$ 59,327.00	\$ 5,414.60	\$ 52,756.39	\$ 6,570.61	88.92%
261-320-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-515500	Vacation Pay	\$ -	\$ -	\$ 1,211.55	\$ (1,211.55)	0.00%
261-320-515600	Holiday Pay	\$ -	\$ -	\$ 2,479.94	\$ (2,479.94)	0.00%
261-320-515800	Sick Pay	\$ -	\$ -	\$ 302.88	\$ (302.88)	0.00%
261-320-517000	OASDI - City Share 6.2%	\$ 3,565.00	\$ 329.78	\$ 3,456.74	\$ 108.26	96.96%
261-320-517001	Medicare - City Share 1.45%	\$ 834.00	\$ 77.12	\$ 808.47	\$ 25.53	96.94%
261-320-517401	IMRF	\$ 2,588.00	\$ 634.04	\$ 6,492.36	\$ (3,904.36)	250.86%
261-320-518000	Group Insurance	\$ 18,525.00	\$ 773.40	\$ 7,412.78	\$ 11,112.22	40.02%
261-320-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-518300	Workers Compensation Insurance	\$ 1,416.00	\$ -	\$ -	\$ 1,416.00	0.00%
	Personnel	\$ 86,255.00	\$ 7,228.94	\$ 74,921.11	\$ 11,333.89	86.86%
261-320-519000	Staff Training & Education	\$ 1,500.00	\$ -	\$ 2,914.56	\$ (1,414.56)	194.30%
	Training & Education	\$ 1,500.00	\$ -	\$ 2,914.56	\$ (1,414.56)	194.30%
261-320-520200	Office Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
261-320-520400	Postage	\$ 500.00	\$ -	\$ 38.51	\$ 461.49	7.70%
261-320-556100	Gasoline/Diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 1,000.00	\$ -	\$ 38.51	\$ 961.49	3.85%
261-320-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511100	Demo Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511200	Public Serv Activity/Delivery	\$ 55,000.00	\$ -	\$ -	\$ 55,000.00	0.00%
261-320-511300	Public Facilities & Infra	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511400	Fire Prevent Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511500	Econ Development Assist	\$ 273,077.00	\$ 1.53	\$ 1.53	\$ 273,075.47	0.00%
261-320-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-550300	Telephone	\$ 900.00	\$ -	\$ -	\$ 900.00	0.00%
261-320-551600	Professional Dues/Subscriptions	\$ 1,000.00	\$ -	\$ 550.00	\$ 450.00	55.00%
261-320-559900	Provision For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-560100	Auditing Fees	\$ -	\$ 528.16	\$ 528.16	\$ (528.16)	0.00%
261-320-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-561000	Legal Fees	\$ -	\$ -	\$ 1,340.00	\$ (1,340.00)	0.00%
	Contractual Services	\$ 329,977.00	\$ 529.69	\$ 619.69	\$ 329,357.31	0.19%
261-320-587100	Office Equip & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-518700	Mileage	\$ -	\$ -	\$ 139.66	\$ (139.66)	0.00%
261-320-551000	Printing & Publication	\$ 500.00	\$ 51.00	\$ 417.00	\$ 83.00	83.40%
261-320-554200	Meals & Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-599000	Miscellaneous Expenses	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
261-320-599801	Computer Software	\$ -	\$ -	\$ 3,900.00	\$ (3,900.00)	0.00%
261-320-599802	Computer Hardware	\$ 2,921.00	\$ -	\$ -	\$ 2,921.00	0.00%
	Other Expenditures	\$ 13,421.00	\$ 51.00	\$ 4,456.66	\$ 8,964.34	33.21%
320	Grant Year 2020	\$ (1.00)	\$ (7,809.63)	\$ (22,219.57)	\$ 22,218.57	2221957.00%
261	HUD	\$ (1.00)	\$ 40,590.37	\$ (105,466.58)	\$ 105,465.58	10546658.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
270	TIF CBD					
270-270-410100	Real Estate Tax	\$ 520,391.00	\$ -	\$ 518,313.01	\$ 2,077.99	99.60%
270-270-411001	Tif Sales Tax/city	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-411002	Tif Tax Allocation / State	\$ -	\$ -	\$ -	\$ -	0.00%
	Taxes	\$ 520,391.00	\$ -	\$ 518,313.01	\$ 2,077.99	99.60%
270-270-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-442800	Park Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-490100	Interest Earnings	\$ 35,000.00	\$ 669.46	\$ 20,502.85	\$ 14,497.15	58.58%
270-270-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 35,000.00	\$ 669.46	\$ 20,502.85	\$ 14,497.15	58.58%
270-270-491000	Rental Of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-491300	Prorated Re Tax/city Prop	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-491500	Sale Of Municipal Propert	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-498700	Farmer's Market	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-499800	Miscellaneous Receipts	\$ -	\$ -	\$ 1,489.25	\$ (1,489.25)	0.00%
	Other Revenue	\$ -	\$ -	\$ 1,489.25	\$ (1,489.25)	0.00%
270-270-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-511600	Salary: All Personnel	\$ 3,386.00	\$ 159.75	\$ 5,361.98	\$ (1,975.98)	158.36%
270-270-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-515500	Vacation Pay	\$ -	\$ -	\$ 1,351.08	\$ (1,351.08)	0.00%
270-270-515600	Holiday Pay	\$ -	\$ -	\$ 62.73	\$ (62.73)	0.00%
270-270-515800	Sick Pay	\$ -	\$ 5.44	\$ 27.23	\$ (27.23)	0.00%
270-270-517000	Oasdi/city Share 6.2%	\$ 210.00	\$ 9.98	\$ 416.43	\$ (206.43)	198.30%
270-270-517001	Medicare/city Share 1.45%	\$ 49.00	\$ 2.35	\$ 97.54	\$ (48.54)	199.06%
270-270-517400	Imrf	\$ 395.00	\$ -	\$ -	\$ 395.00	0.00%
270-270-517401	IMRF	\$ -	\$ 19.35	\$ 557.33	\$ (557.33)	0.00%
270-270-518000	Group Insurance	\$ 500.00	\$ 27.91	\$ 544.58	\$ (44.58)	108.92%
270-270-518300	Workers Comp Insurance	\$ 34.00	\$ -	\$ -	\$ 34.00	0.00%
	Personnel	\$ 4,574.00	\$ 224.78	\$ 8,418.90	\$ (3,844.90)	184.06%
270-270-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-535200	Parking Lot Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-560100	Auditing Fees	\$ 750.00	\$ 313.12	\$ 2,903.62	\$ (2,153.62)	387.15%
270-270-560500	Consulting Services	\$ 161,000.00	\$ 51,771.70	\$ 185,630.32	\$ (24,630.32)	115.30%
270-270-560600	Corporate Counsel Fees	\$ -	\$ -	\$ 1,007.30	\$ (1,007.30)	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
270-270-561000	Legal Fees	\$ -	\$ -	\$ 2,297.15	\$ (2,297.15)	0.00%
270-270-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-562500	Demolition	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-562501	Asbestos Removal	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-583000	Tif Facade Grant/Loan	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-583100	Tif Interior Loan	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591200	Developer Agreement Payments	\$ 651,238.00	\$ 19,547.50	\$ 305,968.29	\$ 345,269.71	46.98%
	Contractual Services	\$ 812,988.00	\$ 71,632.32	\$ 497,806.68	\$ 315,181.32	61.23%
270-270-580200	Purchase Of Property	\$ -	\$ -	\$ 4,240.00	\$ (4,240.00)	0.00%
270-270-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580400	Building Purchase/constru	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580500	Street Construction	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580600	Sewer Construction	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-584000	Construction	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-584009	General Public Improvements	\$ 100,000.00	\$ -	\$ 111,184.97	\$ (11,184.97)	111.18%
270-270-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 100,000.00	\$ -	\$ 115,424.97	\$ (15,424.97)	115.42%
270-270-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-551000	Printing And Publications	\$ -	\$ 51.00	\$ 9,096.00	\$ (9,096.00)	0.00%
270-270-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-559800	Loan Forgiveness	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-565300	School Distr Tax Reimbursement	\$ 121,916.00	\$ -	\$ -	\$ 121,916.00	0.00%
270-270-573100	Facade Grants	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-590300	Real Estate Tax Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-598500	Farmer's Market Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 121,916.00	\$ 51.00	\$ 9,096.00	\$ 112,820.00	7.46%
270-270-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591000	Bond Principal Retired	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591100	Bond Registrar Fees	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591101	Bond Issuance Costs	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-520100	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-520273	Transfer to Tif 3	\$ 226,000.00	\$ -	\$ -	\$ 226,000.00	0.00%
270-270-520445	Transfer To Capital Proje	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ 226,000.00	\$ -	\$ -	\$ 226,000.00	0.00%
270-270-580601	Sewer Repair & Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270	TIF CBD	\$ (710,087.00)	\$ (71,238.64)	\$ (90,441.44)	\$ (619,645.56)	12.74%
270	TIF CBD	\$ (710,087.00)	\$ (71,238.64)	\$ (90,441.44)	\$ (619,645.56)	12.74%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
273	TIF SIPCA					
273-273-410100	Real Estate Tax	\$ 90,398.00	\$ -	\$ 90,411.51	\$ (13.51)	100.01%
273-273-411002	Tif Tax Allocation/State	\$ -	\$ -	\$ -	\$ -	0.00%
	Taxes	\$ 90,398.00	\$ -	\$ 90,411.51	\$ (13.51)	100.01%
273-273-490100	Interest Earnings	\$ 500.00	\$ 29.11	\$ 552.11	\$ (52.11)	110.42%
	Investment Earnings	\$ 500.00	\$ 29.11	\$ 552.11	\$ (52.11)	110.42%
273-273-440270	Transfer from Tif 1	\$ 226,000.00	\$ -	\$ -	\$ 226,000.00	0.00%
	Transfers From Other Funds	\$ 226,000.00	\$ -	\$ -	\$ 226,000.00	0.00%
273-273-511600	Salary: All Personnel	\$ 3,386.00	\$ 159.75	\$ 2,321.65	\$ 1,064.35	68.57%
273-273-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-515500	Vacation Pay	\$ -	\$ -	\$ 128.01	\$ (128.01)	0.00%
273-273-515600	Holiday Pay	\$ -	\$ -	\$ 62.73	\$ (62.73)	0.00%
273-273-515800	Sick Pay	\$ -	\$ 5.44	\$ 31.03	\$ (31.03)	0.00%
273-273-517000	Oasdi/city share 6.2%	\$ 210.00	\$ 10.00	\$ 153.88	\$ 56.12	73.28%
273-273-517001	Medicare/city share 1.45%	\$ 49.00	\$ 2.35	\$ 36.10	\$ 12.90	73.67%
273-273-517400	IMRF	\$ 395.00	\$ -	\$ -	\$ 395.00	0.00%
273-273-517401	IMRF	\$ -	\$ 19.33	\$ 296.57	\$ (296.57)	0.00%
273-273-518000	Group Insurance	\$ 500.00	\$ 27.79	\$ 442.55	\$ 57.45	88.51%
	Personnel	\$ 4,540.00	\$ 224.66	\$ 3,472.52	\$ 1,067.48	76.49%
273-273-560100	Auditing Fees	\$ 650.00	\$ 313.12	\$ 2,903.62	\$ (2,253.62)	446.71%
273-273-560500	Consulting Services	\$ 37,500.00	\$ -	\$ 2,130.40	\$ 35,369.60	5.68%
273-273-561200	Engineering	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-591200	Developer Agreement Payments	\$ 15,000.00	\$ -	\$ 4,098.80	\$ 10,901.20	27.33%
	Contractual Services	\$ 53,150.00	\$ 313.12	\$ 9,132.82	\$ 44,017.18	17.18%
273-273-584009	General Public Improvements	\$ 226,339.00	\$ -	\$ -	\$ 226,339.00	0.00%
	Capital Outlay	\$ 226,339.00	\$ -	\$ -	\$ 226,339.00	0.00%
273-273-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-551000	Printing And Publications	\$ -	\$ 42.00	\$ 42.00	\$ (42.00)	0.00%
273-273-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-560600	Corporate Counsel Fees	\$ 7,000.00	\$ -	\$ 3,197.90	\$ 3,802.10	45.68%
273-273-565300	School Dist Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-565400	Surplus Declaration	\$ 21,696.00	\$ -	\$ -	\$ 21,696.00	0.00%
273-273-590300	Real Estate Tax Expense	\$ 1,500.00	\$ -	\$ 1,851.26	\$ (351.26)	123.42%
273-273-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 30,196.00	\$ 42.00	\$ 5,091.16	\$ 25,104.84	16.86%
273	Tif SIPCA	\$ 2,673.00	\$ (550.67)	\$ 73,267.12	\$ (70,594.12)	2741.01%
445	Capital Projects					
445-041-451800	50 / 50 Sidewalk Project	\$ 15,000.00	\$ -	\$ 11,041.88	\$ 3,958.12	73.61%
	Fees/Charges For Service	\$ 15,000.00	\$ -	\$ 11,041.88	\$ 3,958.12	73.61%
445-041-463500	Late Payment Penalties	\$ -	\$ -	\$ 2,049.63	\$ (2,049.63)	0.00%
445-041-463600	Interest Charges	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ 2,049.63	\$ (2,049.63)	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
445-041-490100	Interest Earnings	\$ 95,000.00	\$ 293.29	\$ 12,212.42	\$ 82,787.58	12.86%
	Investment Earnings	\$ 95,000.00	\$ 293.29	\$ 12,212.42	\$ 82,787.58	12.86%
445-041-523000	Traffic Street Signs	\$ 15,000.00	\$ 1,434.03	\$ 12,249.52	\$ 2,750.48	81.66%
445-041-529000	Equipment	\$ 7,500.00	\$ 200.93	\$ 7,882.99	\$ (382.99)	105.11%
445-041-535200	Parking Lot Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 22,500.00	\$ 1,634.96	\$ 20,132.51	\$ 2,367.49	89.48%
445-041-532000	Electronic Equipment Main	\$ 20,000.00	\$ 148.43	\$ 7,007.34	\$ 12,992.66	35.04%
445-041-534000	Automotive Expense	\$ 91,650.00	\$ 13,432.79	\$ 104,248.74	\$ (12,598.74)	113.75%
445-041-534400	Equipment Repairs	\$ 91,650.00	\$ -	\$ 43,318.13	\$ 48,331.87	47.26%
445-041-534900	Sidewalk Renovations	\$ 50,000.00	\$ -	\$ 61,012.11	\$ (11,012.11)	122.02%
445-041-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-569001	Street Maintenance	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
	Contractual Services	\$ 303,300.00	\$ 13,581.22	\$ 215,586.32	\$ 87,713.68	71.08%
445-041-591600	Developer Debt Write Off	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-517000	Oasdi/city Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-517001	Medicare/city Share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-520240	Transfer to MFT	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-524000	Lease/Rental of Equipment	\$ 26,000.00	\$ 127.71	\$ 13,736.93	\$ 12,263.07	52.83%
445-041-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-561200	Engineering Fees	\$ 450,000.00	\$ 57,992.28	\$ 287,642.29	\$ 162,357.71	63.92%
445-041-561300	Testing Fees And Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-563000	Contract Construction	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-580200	Purchase Of Property	\$ 450,000.00	\$ -	\$ 36,365.76	\$ 413,634.24	8.08%
445-041-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-580500	Street Construction	\$ 3,100,000.00	\$ -	\$ -	\$ 3,100,000.00	0.00%
445-041-580501	Street Improvement/Repair	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-584000	Construction	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-590300	Real Estate Tax Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-590600	Bank Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-591500	Sale of Property	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ 4,026,000.00	\$ 58,119.99	\$ 337,744.98	\$ 3,688,255.02	8.39%
445-041-414001	Local Use Gas Tax	\$ 433,500.00	\$ -	\$ 289,862.55	\$ 143,637.45	66.87%
445-041-414002	Impound Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
445-041-440231	Transfer From Sewerage	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-440240	Transfer From Motor Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-440270	Transfer From Tif 1	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-442700	County Grants	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-491000	Rental Of Municipal Prope	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-491500	Sale of Property	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-499800	Miscellaneous Receipts	\$ 5,000.00	\$ 1,733.72	\$ 1,733.72	\$ 3,266.28	34.67%
	Capital Revenue	\$ 438,500.00	\$ 1,733.72	\$ 291,596.27	\$ 146,903.73	66.50%
041	Capital Projects	\$ (3,803,300.00)	\$ (71,309.16)	\$ (256,563.61)	\$ (3,546,736.39)	6.75%
445-042-587000	Machinery and Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-042-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
445-042-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
042	Velde Drive Project	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-580401	Capital Purchases Buildings	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-580501	Capital Purchase Street	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-585400	Contract Storm Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-587000	Capital Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-587500	Impound Capital Vehicle Exp	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-440100	Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-464500	Impound Fees TRX to Capital	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-535000	Material & Hauling	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-524000	Lease/Rental of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-569000	Other Contractual Services	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-520231	Transfer to Sewer Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-414002	Impound Fees	\$ -	\$ -	\$ 11,569.11	\$ (11,569.11)	0.00%
	Capital Revenue	\$ -	\$ -	\$ 11,569.11	\$ (11,569.11)	0.00%
043	Impound Fees	\$ -	\$ -	\$ 11,569.11	\$ (11,569.11)	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
445-045-587500	Capital Purchase Vehicles	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
	Capital Expense	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
445-045-440100	Transfer from General Fund	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00	0.00%
	Transfers From Other Funds	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00	0.00%
445-045-524000	Lease/rental of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-534200	Buildings & Grounds Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-580200	Purchase of Property	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	0.00%
445-045-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-580401	Building Repair	\$ 84,200.00	\$ -	\$ 28,360.86	\$ 55,839.14	33.68%
445-045-587000	Machinery and Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 109,200.00	\$ -	\$ 28,360.86	\$ 80,839.14	25.97%
045	Department	\$ (196,700.00)	\$ -	\$ (28,360.86)	\$ (168,339.14)	14.42%
445	Capital Projects	\$ (4,000,000.00)	\$ (71,309.16)	\$ (273,355.36)	\$ (3,726,644.64)	6.83%
501	School Bus					
501-501-450011	District 108 Contract Fa	\$ 3,243,000.00	\$ 401,591.39	\$ 3,046,473.37	\$ 196,526.63	93.94%
501-501-450012	Transportation Contract	\$ 232,286.00	\$ 7,841.42	\$ 48,893.56	\$ 183,392.44	21.05%
501-501-450013	District 303	\$ 1,436,507.00	\$ 140,291.15	\$ 1,097,018.47	\$ 339,488.53	76.37%
501-501-450020	Bus passes	\$ 11,000.00	\$ -	\$ (447.12)	\$ 11,447.12	-4.06%
501-501-450030	Bus Special Charters	\$ 210,000.00	\$ 10,458.82	\$ 29,146.18	\$ 180,853.82	13.88%
501-501-454500	Other Contractual Revenue	\$ -	\$ 575.00	\$ 3,450.00	\$ (3,450.00)	0.00%
	Fees/Charges For Service	\$ 5,132,793.00	\$ 560,757.78	\$ 4,224,534.46	\$ 908,258.54	82.30%
501-501-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-490100	Interest Earnings	\$ 15,000.00	\$ -	\$ 171.38	\$ 14,828.62	1.14%
	Investment Earnings	\$ 15,000.00	\$ -	\$ 171.38	\$ 14,828.62	1.14%
501-501-442900	Other Grant Revenue	\$ -	\$ -	\$ 441,757.00	\$ (441,757.00)	0.00%
501-501-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-499404	Sale of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-499800	Miscellaneous Receipts	\$ 5,000.00	\$ 96.99	\$ 2,510.35	\$ 2,489.65	50.21%
	Other Revenue	\$ 5,000.00	\$ 96.99	\$ 444,267.35	\$ (439,267.35)	8885.35%
501-501-511600	Salary: All Personnel	\$ 456,588.00	\$ 40,382.54	\$ 369,014.20	\$ 87,573.80	80.82%
501-501-514600	Wages-PartTime Drivers&Monitor	\$ 1,551,603.00	\$ 200,375.28	\$ 1,573,386.74	\$ (21,783.74)	101.40%
501-501-515000	Overtime	\$ 50,000.00	\$ 2,800.43	\$ 9,916.69	\$ 40,083.31	19.83%
501-501-515500	Vacation Pay	\$ -	\$ 3,522.43	\$ 31,441.72	\$ (31,441.72)	0.00%
501-501-515600	Holiday Pay	\$ 48,626.00	\$ 943.81	\$ 84,681.15	\$ (36,055.15)	174.15%
501-501-515800	Sick Pay	\$ -	\$ 1,299.49	\$ 16,828.54	\$ (16,828.54)	0.00%
501-501-515900	On Job Injury School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-515950	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-517000	Oasdi/city Share 6.2%	\$ 130,768.00	\$ 15,402.13	\$ 128,450.30	\$ 2,317.70	98.23%
501-501-517001	Medicare/city Share 1.45%	\$ 30,583.00	\$ 3,602.31	\$ 30,099.72	\$ 483.28	98.42%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
501-501-517401	IMRF	\$ 115,067.00	\$ 9,701.91	\$ 84,941.45	\$ 30,125.55	73.82%
501-501-518000	Group Insurance	\$ 90,571.00	\$ 6,548.39	\$ 64,898.56	\$ 25,672.44	71.65%
501-501-518200	Unemployment Insurance	\$ 50,000.00	\$ -	\$ 99,833.73	\$ (49,833.73)	199.67%
501-501-518300	Workers Comp Insurance	\$ 94,019.00	\$ -	\$ 82,920.34	\$ 11,098.66	88.20%
501-501-554300	Uniforms & Tools	\$ 750.00	\$ -	\$ 694.40	\$ 55.60	92.59%
501-501-559000	Medical Expense/supplies	\$ 18,000.00	\$ 100.00	\$ 15,693.90	\$ 2,306.10	87.19%
	Personnel	\$ 2,636,575.00	\$ 284,678.72	\$ 2,592,801.44	\$ 43,773.56	98.34%
501-501-519000	Training And Education	\$ 2,100.00	\$ -	\$ 940.00	\$ 1,160.00	44.76%
	Training & Education	\$ 2,100.00	\$ -	\$ 940.00	\$ 1,160.00	44.76%
501-501-520200	Office Supplies	\$ 1,600.00	\$ -	\$ 2,391.93	\$ (791.93)	149.50%
501-501-520400	Postage	\$ 100.00	\$ 22.00	\$ 179.00	\$ (79.00)	179.00%
501-501-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-522400	General Supplies	\$ 10,000.00	\$ 8.68	\$ 19,072.98	\$ (9,072.98)	190.73%
501-501-529000	Equipment	\$ 5,000.00	\$ -	\$ 8,352.64	\$ (3,352.64)	167.05%
501-501-556100	Gasoline/diesel Fuel	\$ 230,000.00	\$ 25,945.50	\$ 125,709.25	\$ 104,290.75	54.66%
	Supplies & Materials	\$ 246,700.00	\$ 25,976.18	\$ 155,705.80	\$ 90,994.20	63.12%
501-501-518100	Liability Insurance Premiums	\$ 68,161.00	\$ -	\$ 66,517.00	\$ 1,644.00	97.59%
501-501-524000	Lease/rental Of Equipment	\$ 2,000.00	\$ 620.48	\$ 6,054.52	\$ (4,054.52)	302.73%
501-501-534000	Automotive Expense	\$ 200,000.00	\$ 12,723.34	\$ 107,389.58	\$ 92,610.42	53.69%
501-501-534400	Equipment Repairs	\$ 1,000.00	\$ -	\$ 374.91	\$ 625.09	37.49%
501-501-538000	Maintenance Agreements	\$ 1,800.00	\$ -	\$ 1,940.08	\$ (140.08)	107.78%
501-501-550100	Utilities	\$ 11,000.00	\$ 1,147.05	\$ 13,798.90	\$ (2,798.90)	125.44%
501-501-550300	Telephone	\$ 4,000.00	\$ -	\$ 175.38	\$ 3,824.62	4.38%
501-501-551600	Dues And Subscriptions	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
501-501-555000	Radio Expense	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
501-501-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-560600	Corporate Counsel Fees	\$ -	\$ 40.00	\$ 5,455.90	\$ (5,455.90)	0.00%
501-501-561000	Legal expense	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
501-501-566600	Pest Control	\$ 400.00	\$ -	\$ 262.50	\$ 137.50	65.63%
501-501-569000	Other Contractual Service	\$ 5,000.00	\$ 43.78	\$ 12,258.32	\$ (7,258.32)	245.17%
501-501-599801	Computer Software	\$ 59,000.00	\$ -	\$ 27,760.13	\$ 31,239.87	47.05%
	Contractual Services	\$ 369,861.00	\$ 14,574.65	\$ 241,987.22	\$ 127,873.78	65.43%
501-501-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-580400	Building Purchase/construction	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-587001	Lease / Purchase Equipmen	\$ 1,000,000.00	\$ -	\$ 1,008,147.00	\$ (8,147.00)	100.81%
501-501-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 1,000,000.00	\$ -	\$ 1,008,147.00	\$ (8,147.00)	100.81%
501-501-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-534200	Bldng & Grnds Maint/Repairs	\$ 5,000.00	\$ -	\$ 1,888.21	\$ 3,111.79	37.76%
501-501-551000	Printing And Publications	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
501-501-554200	Meals Lodging	\$ 600.00	\$ -	\$ 201.00	\$ 399.00	33.50%
501-501-557200	License And Inspection Fees	\$ 11,000.00	\$ 1,386.00	\$ 8,616.00	\$ 2,384.00	78.33%
501-501-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599000	Miscellaneous	\$ 5,000.00	\$ 9.19	\$ 9.19	\$ 4,990.81	0.18%
501-501-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
501-501-599802	Computer Hardware	\$ -	\$ -	\$ 49.89	\$ (49.89)	0.00%
501-501-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599901	Abandonment Loss	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 24,100.00	\$ 1,395.19	\$ 10,764.29	\$ 13,335.71	44.67%
501-501-520100	Transfer To General Fund	\$ 873,000.00	\$ -	\$ 1,213,099.00	\$ (340,099.00)	138.96%
501-501-520500	Transfer To Municipal Bus	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-520695	Transfer To Insurance Fund	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-520699	Transfer To Vehicle Maint	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ 873,000.00	\$ -	\$ 1,213,099.00	\$ (340,099.00)	138.96%
501	School Bus	\$ 457.00	\$ 234,230.03	\$ (554,471.56)	\$ 554,928.56	-121328.57%
525	Airport					
525-525-442500	Federal Grants	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	0.00%
525-525-442600	State Grants	\$ -	\$ -	\$ 35,048.03	\$ (35,048.03)	0.00%
	Intergovernmental	\$ 30,000.00	\$ -	\$ 35,048.03	\$ (5,048.03)	116.83%
525-525-450040	Gasoline Sales	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-450041	Sale of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-453001	Rental - Airport Shop	\$ -	\$ 1,000.00	\$ 1,000.00	\$ (1,000.00)	0.00%
525-525-453002	Rental - Airport Hangars	\$ 64,620.00	\$ 4,410.00	\$ 53,160.00	\$ 11,460.00	82.27%
525-525-453003	Rental - Tie Down Spaces	\$ -	\$ -	\$ 60.00	\$ (60.00)	0.00%
525-525-453004	Sale of Gas	\$ 118,500.00	\$ 1,760.53	\$ 113,595.93	\$ 4,904.07	95.86%
525-525-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ 25.00	\$ (25.00)	0.00%
	Fees/Charges For Service	\$ 183,120.00	\$ 7,170.53	\$ 167,840.93	\$ 15,279.07	91.66%
525-525-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-454500	Other Contractual Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-491000	Rental Of Municipal Prope	\$ 17,000.00	\$ -	\$ 20,038.00	\$ (3,038.00)	117.87%
525-525-499800	Miscellaneous Receipts	\$ 1,841.00	\$ -	\$ 1,450.00	\$ 391.00	78.76%
	Other Revenue	\$ 18,841.00	\$ -	\$ 21,488.00	\$ (2,647.00)	114.05%
525-525-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-511600	Salary All Personnel	\$ 68,903.00	\$ 5,332.67	\$ 51,807.14	\$ 17,095.86	75.19%
525-525-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-515500	Vacation Pay	\$ -	\$ -	\$ 3,127.12	\$ (3,127.12)	0.00%
525-525-515600	Holiday	\$ -	\$ -	\$ 2,401.81	\$ (2,401.81)	0.00%
525-525-515800	Sick Pay	\$ -	\$ 11.84	\$ 2,133.62	\$ (2,133.62)	0.00%
525-525-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-517000	Oasdi/city Share 6.2%	\$ 4,272.00	\$ 313.83	\$ 3,490.01	\$ 781.99	81.69%
525-525-517001	Medicare/city Share 1.45%	\$ 999.00	\$ 73.19	\$ 819.00	\$ 180.00	81.98%
525-525-517401	IMRF	\$ 8,041.00	\$ 625.36	\$ 6,939.36	\$ 1,101.64	86.30%
525-525-518000	Group Insurance	\$ 29,400.00	\$ 2,300.44	\$ 22,313.97	\$ 7,086.03	75.90%
525-525-518300	Workers Comp Insurance	\$ 3,829.00	\$ -	\$ 3,497.89	\$ 331.11	91.35%
	Personnel	\$ 115,444.00	\$ 8,657.33	\$ 96,529.92	\$ 18,914.08	83.62%
525-525-519000	Training And Education	\$ 150.00	\$ -	\$ 150.00	\$ -	100.00%
	Training & Education	\$ 150.00	\$ -	\$ 150.00	\$ -	100.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
525-525-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-522400	General Supplies	\$ 300.00	\$ 98.65	\$ 368.04	\$ (68.04)	122.68%
525-525-529000	Equipment	\$ 500.00	\$ -	\$ 2,973.38	\$ (2,473.38)	594.68%
525-525-556200	Cost of Gas Sold	\$ 110,000.00	\$ 3,415.09	\$ 92,944.03	\$ 17,055.97	84.49%
525-525-556202	Cost of Parts Sold	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 110,800.00	\$ 3,513.74	\$ 96,285.45	\$ 14,514.55	86.90%
525-525-518100	Liability Insurance Premiums	\$ 2,348.00	\$ -	\$ 4,233.00	\$ (1,885.00)	180.28%
525-525-524000	Lease/rental Of Equipment	\$ 240.00	\$ 60.00	\$ 175.42	\$ 64.58	73.09%
525-525-534000	Automotive Expense	\$ 1,000.00	\$ 260.00	\$ 1,795.76	\$ (795.76)	179.58%
525-525-534200	Buildings And Grounds Rep	\$ 500.00	\$ 190.00	\$ 1,035.00	\$ (535.00)	207.00%
525-525-534400	Equipment Repairs	\$ 1,500.00	\$ 298.50	\$ 2,150.61	\$ (650.61)	143.37%
525-525-536100	Property Cleanup Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-536300	Snow Removal - Salt And C	\$ 5,000.00	\$ 1,122.00	\$ 1,122.00	\$ 3,878.00	22.44%
525-525-538000	Maintenance Agreement	\$ 300.00	\$ -	\$ 106.00	\$ 194.00	35.33%
525-525-550100	Utilities	\$ 20,000.00	\$ 3,043.69	\$ 14,082.69	\$ 5,917.31	70.41%
525-525-550300	Telephone	\$ 2,760.00	\$ 557.14	\$ 2,333.22	\$ 426.78	84.54%
525-525-551600	Dues And Subscriptions	\$ 475.00	\$ -	\$ 40.00	\$ 435.00	8.42%
525-525-556100	Fuel	\$ 400.00	\$ -	\$ 387.75	\$ 12.25	96.94%
525-525-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-560600	Corporate Counsel Fees	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
525-525-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-561301	Concrete Testing	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-566600	Pest Control	\$ 720.00	\$ 60.00	\$ 615.00	\$ 105.00	85.42%
525-525-569000	Other Contractual Service	\$ 2,070.00	\$ 32.18	\$ 626.59	\$ 1,443.41	30.27%
	Contractual Services	\$ 38,313.00	\$ 5,623.51	\$ 28,703.04	\$ 9,609.96	74.92%
525-525-580201	Land Improvements	\$ -	\$ -	\$ 10,373.60	\$ (10,373.60)	0.00%
525-525-580401	Building Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-587001	Lease to own equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ 10,373.60	\$ (10,373.60)	0.00%
525-525-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-557200	License & Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599000	Miscellaneous	\$ -	\$ -	\$ 41.06	\$ (41.06)	0.00%
525-525-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599802	Computer Hardware	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
525-525-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,000.00	\$ -	\$ 41.06	\$ 958.94	4.11%
525-525-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-520100	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
525	Airport	\$ (33,746.00)	\$ (10,624.05)	\$ (7,706.11)	\$ (26,039.89)	22.84%
525	Airport	\$ (33,746.00)	\$ (10,624.05)	\$ (7,706.11)	\$ (26,039.89)	22.84%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
570	Economic Development					
570-570-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-490101	Loan Interest	\$ 74,500.00	\$ -	\$ -	\$ 74,500.00	0.00%
570-570-490103	Hospital Loan Interest Reimbur	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 74,500.00	\$ -	\$ -	\$ 74,500.00	0.00%
570-570-450600	Application Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-491000	Rental Of Municipal Prope	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-491500	Sale Of Municipal Propert	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-493600	Training Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-499210	Donations	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-499802	Cash Over/short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-511600	Salary: All Personnel	\$ 1,475.00	\$ 140.29	\$ 2,070.36	\$ (595.36)	140.36%
570-570-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-515500	Vacation Pay	\$ -	\$ -	\$ 94.54	\$ (94.54)	0.00%
570-570-515600	Holiday Pay	\$ -	\$ -	\$ 39.69	\$ (39.69)	0.00%
570-570-515800	Sick Pay	\$ -	\$ -	\$ 3.80	\$ (3.80)	0.00%
570-570-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-517000	Oasdi/city Share 6.2%	\$ 91.00	\$ 8.45	\$ 118.25	\$ (27.25)	129.95%
570-570-517001	Medicare/city Share 1.45%	\$ 21.00	\$ 1.98	\$ 30.86	\$ (9.86)	146.95%
570-570-517401	IMRF	\$ 172.00	\$ 15.97	\$ 254.74	\$ (82.74)	148.10%
570-570-518000	Group Insurance	\$ 243.00	\$ 22.16	\$ 369.14	\$ (126.14)	151.91%
570-570-518300	Workers Comp Insurance	\$ 39.00	\$ -	\$ -	\$ 39.00	0.00%
	Personnel	\$ 2,041.00	\$ 188.85	\$ 2,981.38	\$ (940.38)	146.07%
570-570-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520400	Postage	\$ -	\$ 24.85	\$ 29.15	\$ (29.15)	0.00%
570-570-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ 24.85	\$ 29.15	\$ (29.15)	0.00%
570-570-518100	Liability Insurance Premiums	\$ 2,848.00	\$ -	\$ -	\$ 2,848.00	0.00%
570-570-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
570-570-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-567500	Build Illinois Grants	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-568102	Sales Tax Rebate	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-569000	Other Contractual Service	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00	0.00%
570-570-591200	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-591300	Developer Credit Applied	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	0.00%
570-570-598100	Public Relations	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 58,848.00	\$ -	\$ -	\$ 58,848.00	0.00%
570-570-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-580400	Building Purchase/constru	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-590300	Real Estate Tax Expense	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-593300	Lien Filing Fee	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-591400	Loan Payment	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520100	Transfer to General Fund	\$ -	\$ -	\$ 225,000.00	\$ (225,000.00)	0.00%
570-570-520261	Transfer To Hud #2	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520695	Transfer To Insurance Fun	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ 225,000.00	\$ (225,000.00)	0.00%
570	Economic Development	\$ 13,611.00	\$ (213.70)	\$ (228,010.53)	\$ 241,621.53	-1675.19%
570	Economic Development	\$ 13,611.00	\$ (213.70)	\$ (228,010.53)	\$ 241,621.53	-1675.19%
695	Insurance					
695-092-490100	Interest	\$ -	\$ 0.79	\$ 15.02	\$ (15.02)	0.00%
	Investment Earnings	\$ -	\$ 0.79	\$ 15.02	\$ (15.02)	0.00%
695-092-479100	Sec 125 Flex Plan Contrib	\$ 55,000.00	\$ 4,236.88	\$ 45,379.56	\$ 9,620.44	82.51%
695-092-499801	Write Off Outstanding Che	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 55,000.00	\$ 4,236.88	\$ 45,379.56	\$ 9,620.44	82.51%
695-092-517300	Sec 125 Flex Plan Claims	\$ 52,600.00	\$ 4,352.59	\$ 44,498.09	\$ 8,101.91	84.60%
695-092-517505	Flex Administration Fee	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	0.00%
	Contractual Services	\$ 55,000.00	\$ 4,352.59	\$ 44,498.09	\$ 10,501.91	80.91%
695-092-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
092	Section 125	\$ -	\$ (114.92)	\$ 896.49	\$ (896.49)	0.00%
695-093-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-499800	Miscellaneous Receipts	\$ -	\$ -	\$ 7,532.25	\$ (7,532.25)	0.00%
	Other Revenue	\$ -	\$ -	\$ 7,532.25	\$ (7,532.25)	0.00%
695-093-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-440501	Transfer From School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-450500	Premiums	\$ 620,615.00	\$ -	\$ 421,914.00	\$ 198,701.00	67.98%
	Transfers From Other Funds	\$ 620,615.00	\$ -	\$ 421,914.00	\$ 198,701.00	67.98%
695-093-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518110	Claims Paid / General	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518123	Claims Paid / Sanitation	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518125	Claims Paid/Airport	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518131	Claims Paid / Sewerage	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518132	Claims Paid / Street Dept	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0.00%
695-093-518133	Claims Paid / Police Prot	\$ -	\$ -	\$ 22,532.25	\$ (22,532.25)	0.00%
695-093-518134	Claims Paid / Fire Prot	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518151	Claims Paid / School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518157	Claims Paid / Economic De	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518190	Claims Paid / Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518199	Mechanics	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518400	Premiums Paid	\$ 560,615.00	\$ -	\$ 421,914.00	\$ 138,701.00	75.26%
695-093-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-561000	Attorney Fees	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
	Contractual Services	\$ 620,615.00	\$ -	\$ 444,446.25	\$ 176,168.75	71.61%
093	Liability Insurance	\$ -	\$ -	\$ (15,000.00)	\$ 15,000.00	0.00%
695-094-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-440501	Transfer From School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-450500	Premiums	\$ 550,308.00	\$ -	\$ 563,612.57	\$ (13,304.57)	102.42%
	Transfers From Other Funds	\$ 550,308.00	\$ -	\$ 563,612.57	\$ (13,304.57)	102.42%
695-094-518310	Workers Comp / General	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518323	Workers Comp / Sanitation	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518331	Workers Comp / Sewerage	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518332	Workers Comp / Street Dep	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518333	Workers Comp / Police Pro	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518334	Workers Comp / Fire Prote	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518350	Workers Comp / Municipal	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
695-094-518351	Workers Comp / School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518390	Workers Comp / Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518399	Workers Comp / VMF	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518400	Premiums Paid	\$ 543,808.00	\$ -	\$ 563,612.57	\$ (19,804.57)	103.64%
695-094-561000	Legal Fees	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	0.00%
	Contractual Services	\$ 550,308.00	\$ -	\$ 563,612.57	\$ (13,304.57)	102.42%
695-094-599000	Miscellaneous	\$ -	\$ -	\$ 35.00	\$ (35.00)	0.00%
	Other Expenditures	\$ -	\$ -	\$ 35.00	\$ (35.00)	0.00%
094	Work Comp	\$ -	\$ -	\$ (35.00)	\$ 35.00	0.00%
695-095-490100	Interest Earnings	\$ 4,500.00	\$ 4.25	\$ 154.07	\$ 4,345.93	3.42%
	Investment Earnings	\$ 4,500.00	\$ 4.25	\$ 154.07	\$ 4,345.93	3.42%
695-095-495200	Excess Health Insurance R	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
695-095-495300	Claim Refund	\$ 4,000.00	\$ -	\$ 56,026.70	\$ (52,026.70)	1400.67%
695-095-495400	Ppo Refund	\$ -	\$ -	\$ 7,787.84	\$ (7,787.84)	0.00%
695-095-495500	Drug Card Rebate	\$ 100,000.00	\$ 1,400.94	\$ 138,199.24	\$ (38,199.24)	138.20%
695-095-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-499801	Write Off Outstanding Che	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 109,000.00	\$ 1,400.94	\$ 202,013.78	\$ (93,013.78)	185.33%
695-095-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-450500	Premiums	\$ 3,560,413.00	\$ 333,111.62	\$ 2,950,358.72	\$ 610,054.28	82.87%
695-095-450510	Premiums - BCBS	\$ 1,105,406.00	\$ -	\$ -	\$ 1,105,406.00	0.00%
	Transfers From Other Funds	\$ 4,665,819.00	\$ 333,111.62	\$ 2,950,358.72	\$ 1,715,460.28	63.23%
695-095-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517500	Health Claims Paid/GPS	\$ 2,993,598.00	\$ 161,259.66	\$ 2,244,128.38	\$ 749,469.62	74.96%
695-095-517501	Administration Fees	\$ 114,696.00	\$ 11,124.29	\$ 87,016.38	\$ 27,679.62	75.87%
695-095-517502	Reinsurance Premium	\$ -	\$ -	\$ 13,318.87	\$ (13,318.87)	0.00%
695-095-517503	Organ Transplant Premium	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517504	A D & D Life Premium	\$ 24,750.00	\$ 1,599.37	\$ 16,950.47	\$ 7,799.53	68.49%
695-095-517505	Flex Premium	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517506	Vision Coverage	\$ 23,149.00	\$ 1,933.91	\$ 19,159.68	\$ 3,989.32	82.77%
695-095-517507	Health Claims Plan A (new	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517508	Stop Loss	\$ 364,920.00	\$ 19,612.39	\$ 232,557.39	\$ 132,362.61	63.73%
695-095-517509	Police BCBS Health Ins Plan	\$ 1,105,406.00	\$ 99,471.20	\$ 1,100,848.77	\$ 4,557.23	99.59%
695-095-517600	Central States Premium	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517700	Drug Card Charges	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-569000	Other Contractual Service	\$ 39,300.00	\$ 1,337.50	\$ 24,503.50	\$ 14,796.50	62.35%
	Contractual Services	\$ 4,665,819.00	\$ 296,338.32	\$ 3,738,483.44	\$ 927,335.56	80.12%
695-095-516700	Wellness Program	\$ 65,060.00	\$ 1,525.51	\$ 12,527.95	\$ 52,532.05	19.26%
695-095-516900	Smoking Cessation Program	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
695-095-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-590600	Bank Charges	\$ -	\$ -	\$ 30.00	\$ (30.00)	0.00%
695-095-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-599999	Contingency	\$ 47,940.00	\$ -	\$ -	\$ 47,940.00	0.00%
	Other Expenditures	\$ 113,500.00	\$ 1,525.51	\$ 12,557.95	\$ 100,942.05	11.06%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
695-095-517510	Fire Ins Trust Fund Pmts	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-520092	Transfer To Insurance Fle	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
095	Medical	\$ -	\$ 36,652.98	\$ (598,514.82)	\$ 598,514.82	0.00%
695	Insurance	\$ -	\$ 36,538.06	\$ (612,653.33)	\$ 612,653.33	0.00%
699	Vehicle Maintenance					
699-069-450040	Gasoline Sales - Interfun	\$ 500,000.00	\$ 47,588.00	\$ 361,132.80	\$ 138,867.20	72.23%
699-069-450041	Sale of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-450042	Sale of Parts	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-450043	Labor	\$ 340,000.00	\$ 34,042.50	\$ 353,899.97	\$ (13,899.97)	104.09%
	Fees/Charges For Service	\$ 840,000.00	\$ 81,630.50	\$ 715,032.77	\$ 124,967.23	85.12%
699-069-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-499800	Miscellaneous Receipts	\$ 10,000.00	\$ -	\$ 653.00	\$ 9,347.00	6.53%
	Other Revenue	\$ 10,000.00	\$ -	\$ 653.00	\$ 9,347.00	6.53%
699-069-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-440501	Transfer From School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-511600	Salary: All Personnel	\$ 420,220.00	\$ 23,623.01	\$ 249,540.02	\$ 170,679.98	59.38%
699-069-515000	Overtime	\$ 17,160.00	\$ 2,789.12	\$ 7,255.29	\$ 9,904.71	42.28%
699-069-515500	Vacation Pay	\$ -	\$ 4,540.28	\$ 30,825.98	\$ (30,825.98)	0.00%
699-069-515600	Holiday Pay	\$ -	\$ -	\$ 13,955.64	\$ (13,955.64)	0.00%
699-069-515800	Sick Pay	\$ -	\$ 918.08	\$ 6,652.58	\$ (6,652.58)	0.00%
699-069-515900	Injury Pay	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-515950	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-517000	Oasdi/city Share 6.2%	\$ 27,118.00	\$ 1,937.74	\$ 18,417.64	\$ 8,700.36	67.92%
699-069-517001	Medicare/city Share 1.45%	\$ 6,342.00	\$ 453.18	\$ 4,353.99	\$ 1,988.01	68.65%
699-069-517401	IMRF	\$ 51,042.00	\$ 3,723.28	\$ 34,578.44	\$ 16,463.56	67.75%
699-069-518000	Group Insurance	\$ 96,265.00	\$ 5,541.41	\$ 58,337.56	\$ 37,927.44	60.60%
699-069-518300	Workers Comp Insurance	\$ 9,664.00	\$ -	\$ 8,758.45	\$ 905.55	90.63%
699-069-554300	Uniforms And Tools	\$ 3,252.00	\$ -	\$ 3,136.00	\$ 116.00	96.43%
699-069-559000	Medical Expense/supplies	\$ -	\$ -	\$ 300.94	\$ (300.94)	0.00%
	Personnel	\$ 631,063.00	\$ 43,526.10	\$ 436,112.53	\$ 194,950.47	69.11%
699-069-519000	Training And Education	\$ -	\$ 300.00	\$ 300.00	\$ (300.00)	0.00%
	Training & Education	\$ -	\$ 300.00	\$ 300.00	\$ (300.00)	0.00%
699-069-520200	Office Supplies	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00%
699-069-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-522400	General Supplies	\$ 1,680.00	\$ 674.32	\$ 5,162.87	\$ (3,482.87)	307.31%
699-069-529000	Equipment	\$ 2,000.00	\$ 140.75	\$ 919.43	\$ 1,080.57	45.97%
699-069-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-556200	Cost Of Fuel Sold	\$ 500,000.00	\$ 47,713.25	\$ 362,312.05	\$ 137,687.95	72.46%
699-069-556201	Cost Of Oil	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699-069-556202	Cost Of Parts	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 503,980.00	\$ 48,528.32	\$ 368,394.35	\$ 135,585.65	73.10%
699-069-518100	Liability Insurance Premiums	\$ 7,102.00	\$ -	\$ 6,844.00	\$ 258.00	96.37%
699-069-524000	Lease/rental Of Equipment	\$ 540.00	\$ 127.71	\$ 851.99	\$ (311.99)	157.78%
699-069-534000	Automotive Expense	\$ 1,200.00	\$ 175.29	\$ 1,052.85	\$ 147.15	87.74%
699-069-534200	Bldgs & Grnds Maint/Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-534400	Equipment Repairs	\$ 2,220.00	\$ -	\$ -	\$ 2,220.00	0.00%
699-069-534500	Core Charge/credit	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-538000	Maintenance Agreements	\$ -	\$ -	\$ 355.99	\$ (355.99)	0.00%
699-069-550100	Utilities	\$ 10,260.00	\$ 1,147.06	\$ 5,911.49	\$ 4,348.51	57.62%
699-069-550300	Telephone	\$ -	\$ -	\$ 300.00	\$ (300.00)	0.00%
699-069-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-557300	EPA Permit	\$ 252.00	\$ -	\$ 835.00	\$ (583.00)	331.35%
699-069-566600	Pest Control	\$ 456.00	\$ -	\$ 187.50	\$ 268.50	41.12%
699-069-569000	Other Contractual Service	\$ 8,460.00	\$ 968.14	\$ 7,641.32	\$ 818.68	90.32%
699-069-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 30,490.00	\$ 2,418.20	\$ 23,980.14	\$ 6,509.86	78.65%
699-069-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-557200	License And Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
699-069-599600	Overage & Shrinkage	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
069	City Vehicle Maintenance	\$ (316,533.00)	\$ (13,142.12)	\$ (113,101.25)	\$ (203,431.75)	35.73%
699-070-450040	Gasoline Sales - Interfun	\$ 11,000.00	\$ -	\$ 3,327.25	\$ 7,672.75	30.25%
699-070-450041	Sale of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-450042	Sale of Parts	\$ 6,000.00	\$ -	\$ 764.01	\$ 5,235.99	12.73%
699-070-450043	Labor	\$ 11,500.00	\$ -	\$ 3,445.00	\$ 8,055.00	29.96%
	Fees/Charges For Service	\$ 28,500.00	\$ -	\$ 7,536.26	\$ 20,963.74	26.44%
699-070-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-511600	Salary: All Personnel	\$ 2,900.00	\$ 154.95	\$ 1,686.53	\$ 1,213.47	58.16%
699-070-515000	Overtime	\$ -	\$ -	\$ 70.79	\$ (70.79)	0.00%
699-070-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-515600	Holiday Pay	\$ 175.00	\$ -	\$ -	\$ 175.00	0.00%
699-070-515800	Sick Pay	\$ 41.00	\$ -	\$ -	\$ 41.00	0.00%
699-070-517000	Oasdi/city Share 6.2%	\$ 271.00	\$ 9.41	\$ 107.01	\$ 163.99	39.49%
699-070-517001	Medicare/city Share 1.45%	\$ 390.00	\$ 2.20	\$ 24.95	\$ 365.05	6.40%
699-070-517401	IMRF	\$ -	\$ 18.14	\$ 205.09	\$ (205.09)	0.00%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699-070-518000	Group Insurance	\$ -	\$ 30.10	\$ 342.17	\$ (342.17)	0.00%
699-070-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 3,777.00	\$ 214.80	\$ 2,436.54	\$ 1,340.46	64.51%
699-070-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-556200	Cost Of Fuel Sold	\$ 11,000.00	\$ 945.50	\$ 5,764.50	\$ 5,235.50	52.40%
699-070-556201	Cost Of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-556202	Cost Of Parts	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 11,000.00	\$ 945.50	\$ 5,764.50	\$ 5,235.50	52.40%
699-070-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-534000	Automotive Expense	\$ 5,520.00	\$ 413.69	\$ 1,166.36	\$ 4,353.64	21.13%
	Contractual Services	\$ 5,520.00	\$ 413.69	\$ 1,166.36	\$ 4,353.64	21.13%
070	Tazewell Co Vehicle Maint	\$ 8,203.00	\$ (1,573.99)	\$ (1,831.14)	\$ 10,034.14	-22.32%
699	Vehicle Maintenance	\$ (308,330.00)	\$ (14,716.11)	\$ (114,932.39)	\$ (193,397.61)	37.28%
924	Library					
924-924-410100	Real Estate Tax	\$ 1,154,750.00	\$ -	\$ 1,151,829.32	\$ 2,920.68	99.75%
924-924-412000	Replacement P/p Tax - Statr	\$ 106,000.00	\$ 22,528.69	\$ 105,563.50	\$ 436.50	99.59%
	Taxes	\$ 1,260,750.00	\$ 22,528.69	\$ 1,257,392.82	\$ 3,357.18	99.73%
924-924-437900	South Pekin Revenue	\$ 12,500.00	\$ -	\$ 12,338.88	\$ 161.12	98.71%
924-924-438300	South Pekin Per Capita Grant	\$ 1,435.00	\$ -	\$ 1,432.50	\$ 2.50	99.83%
924-924-438700	Other Grants	\$ 3,850.00	\$ 23,843.99	\$ 26,003.71	\$ (22,153.71)	675.42%
924-924-445000	Per Capita Grant	\$ 42,620.00	\$ -	\$ 42,617.50	\$ 2.50	99.99%
	Intergovernmental	\$ 60,405.00	\$ 23,843.99	\$ 82,392.59	\$ (21,987.59)	136.40%
924-924-456900	Passports	\$ 11,000.00	\$ 455.00	\$ 1,750.00	\$ 9,250.00	15.91%
924-924-457001	Friends Book Sale	\$ 10,000.00	\$ 546.46	\$ 6,232.76	\$ 3,767.24	62.33%
924-924-457002	Copy Machines	\$ 4,000.00	\$ 126.25	\$ 1,606.80	\$ 2,393.20	40.17%
924-924-457003	Printing Fees (library)	\$ 9,100.00	\$ 435.15	\$ 3,238.52	\$ 5,861.48	35.59%
924-924-457005	Non-resident Fees	\$ 4,200.00	\$ 306.29	\$ 3,295.26	\$ 904.74	78.46%
924-924-457006	Books - Lost And Damaged	\$ 1,800.00	\$ 55.00	\$ 1,275.15	\$ 524.85	70.84%
924-924-457007	Room Use Fees	\$ 3,100.00	\$ -	\$ 492.50	\$ 2,607.50	15.89%
924-924-457008	Book Rental Fee	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-457009	Staff Sales	\$ -	\$ -	\$ 41.69	\$ (41.69)	0.00%
924-924-457010	Fax Fee	\$ 2,800.00	\$ 170.25	\$ 1,119.50	\$ 1,680.50	39.98%
	Fees/Charges For Service	\$ 46,000.00	\$ 2,094.40	\$ 19,052.18	\$ 26,947.82	41.42%
924-924-465001	Library Fines - Adult Dep	\$ 9,000.00	\$ 208.18	\$ 2,142.51	\$ 6,857.49	23.81%
924-924-465002	Library Fines - Junior De	\$ -	\$ 58.40	\$ 221.25	\$ (221.25)	0.00%
	Fines And Forfeitures	\$ 9,000.00	\$ 266.58	\$ 2,363.76	\$ 6,636.24	26.26%
924-924-490100	Interest Earnings	\$ 3,500.00	\$ 21.06	\$ 241.62	\$ 3,258.38	6.90%
924-924-490102	Endowment Interest	\$ 4,500.00	\$ 23.63	\$ 490.14	\$ 4,009.86	10.89%
924-924-490111	Interest Earnings Capital	\$ 1,800.00	\$ 3.20	\$ 69.51	\$ 1,730.49	3.86%
	Investment Earnings	\$ 9,800.00	\$ 47.89	\$ 801.27	\$ 8,998.73	8.18%
924-924-491100	Refund On Insurance Premi	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-498800	Capital Development	\$ -	\$ -	\$ 6.76	\$ (6.76)	0.00%
924-924-499100	Insurance Recoveries	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-499200	Gifts And Memorials	\$ 10,000.00	\$ 2,825.05	\$ 11,977.42	\$ (1,977.42)	119.77%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-499300	Iptip / Gift Fund	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-499800	Miscellaneous Receipts	\$ 4,000.00	\$ 21.85	\$ 977.00	\$ 3,023.00	24.43%
	Other Revenue	\$ 14,000.00	\$ 2,846.90	\$ 12,961.18	\$ 1,038.82	92.58%
924-924-440100	Transfer from Library	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-450500	Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-511600	Salary: All Personnel	\$ 665,805.00	\$ 51,436.07	\$ 548,568.57	\$ 117,236.43	82.39%
924-924-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-516700	Wellness Programs	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
924-924-517000	Oasdi/city Share 6.2%	\$ 42,150.00	\$ 3,102.49	\$ 33,139.71	\$ 9,010.29	78.62%
924-924-517001	Medicare/city Share 1.45%	\$ 9,900.00	\$ 725.57	\$ 7,750.24	\$ 2,149.76	78.29%
924-924-517401	IMRF	\$ 66,000.00	\$ 5,212.93	\$ 56,239.26	\$ 9,760.74	85.21%
924-924-518000	Group Insurance	\$ 129,000.00	\$ 9,502.68	\$ 92,635.62	\$ 36,364.38	71.81%
924-924-518300	Workers Comp Insurance	\$ 2,350.00	\$ -	\$ 2,020.00	\$ 330.00	85.96%
	Personnel	\$ 915,455.00	\$ 69,979.74	\$ 740,353.40	\$ 175,101.60	80.87%
924-924-520200	Office Supplies	\$ 6,750.00	\$ 177.74	\$ 3,725.05	\$ 3,024.95	55.19%
924-924-520300	Library Supplies	\$ 10,000.00	\$ 661.60	\$ 6,402.00	\$ 3,598.00	64.02%
924-924-520303	Reader-printer - Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-520400	Postage	\$ 1,100.00	\$ 16.00	\$ 798.40	\$ 301.60	72.58%
924-924-520600	Oclc Cataloging	\$ 5,400.00	\$ -	\$ 5,291.01	\$ 108.99	97.98%
924-924-522700	Electronic Resources	\$ 23,000.00	\$ -	\$ 6,236.01	\$ 16,763.99	27.11%
924-924-523301	Adult * Books - Fiction	\$ 26,000.00	\$ 1,078.76	\$ 14,193.91	\$ 11,806.09	54.59%
924-924-523302	Children's * Books - Fict	\$ 21,000.00	\$ 1,851.66	\$ 11,659.74	\$ 9,340.26	55.52%
924-924-523304	Large Print Books	\$ 9,000.00	\$ 526.18	\$ 5,203.20	\$ 3,796.80	57.81%
924-924-523401	Adult * Books - Non-fict	\$ 18,500.00	\$ 1,348.16	\$ 11,952.54	\$ 6,547.46	64.61%
924-924-523402	Children's * Books - Non-	\$ 12,000.00	\$ 1,236.17	\$ 3,790.29	\$ 8,209.71	31.59%
924-924-523404	Large Print Books	\$ 500.00	\$ 19.20	\$ 496.32	\$ 3.68	99.26%
924-924-523500	Rental Book Purchase	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-523501	Adult * Periodicals	\$ 3,750.00	\$ 57.50	\$ 2,839.38	\$ 910.62	75.72%
924-924-523502	Children's * Periodicals	\$ 600.00	\$ -	\$ 547.49	\$ 52.51	91.25%
924-924-523603	C.d.'s	\$ 2,000.00	\$ 175.19	\$ 1,052.43	\$ 947.57	52.62%
924-924-523700	Video Cassettes	\$ 13,000.00	\$ 888.63	\$ 6,211.02	\$ 6,788.98	47.78%
924-924-523701	Adult * Cassettes	\$ 9,500.00	\$ 534.89	\$ 5,066.04	\$ 4,433.96	53.33%
924-924-523702	Children's * Cassettes	\$ 800.00	\$ -	\$ 600.00	\$ 200.00	75.00%
924-924-523709	Capitalized Books	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-523900	Program Supplies	\$ 5,000.00	\$ -	\$ 482.01	\$ 4,517.99	9.64%
924-924-523901	Adult * Programs	\$ 12,000.00	\$ 514.72	\$ 1,721.40	\$ 10,278.60	14.35%
924-924-523902	Children's * Programs	\$ 18,400.00	\$ 1,046.12	\$ 7,661.16	\$ 10,738.84	41.64%
924-924-529000	Equipment	\$ 4,000.00	\$ 126.23	\$ 4,147.38	\$ (147.38)	103.68%
	Supplies & Materials	\$ 202,300.00	\$ 10,258.75	\$ 100,076.78	\$ 102,223.22	49.47%
924-924-520302	Copy Machine - Rental And	\$ 12,000.00	\$ 1,410.76	\$ 8,657.05	\$ 3,342.95	72.14%
924-924-534300	Equipment - Repairs And M	\$ 7,300.00	\$ 2,852.85	\$ 5,414.37	\$ 1,885.63	74.17%
924-924-534600	Building Repairs & Mainte	\$ 25,800.00	\$ 330.97	\$ 14,272.66	\$ 11,527.34	55.32%
924-924-538000	Maintenance Agreements	\$ 30,000.00	\$ 4,566.32	\$ 31,260.32	\$ (1,260.32)	104.20%
924-924-550101	Electricity	\$ 35,500.00	\$ 672.42	\$ 27,792.96	\$ 7,707.04	78.29%
924-924-550102	Water	\$ 5,000.00	\$ 363.30	\$ 4,234.69	\$ 765.31	84.69%
924-924-550103	Gas	\$ 6,500.00	\$ 1,415.05	\$ 5,077.91	\$ 1,422.09	78.12%
924-924-550300	Telephone	\$ 3,400.00	\$ 261.38	\$ 2,694.04	\$ 705.96	79.24%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-550900	General Insurance	\$ 15,000.00	\$ -	\$ 17,864.00	\$ (2,864.00)	119.09%
924-924-551507	Purchases - Newspapers	\$ 3,800.00	\$ 464.95	\$ 4,106.57	\$ (306.57)	108.07%
924-924-551600	Dues And Subscriptions	\$ 2,200.00	\$ -	\$ 1,679.00	\$ 521.00	76.32%
924-924-551900	Lost Books / Ill	\$ 100.00	\$ -	\$ 50.00	\$ 50.00	50.00%
924-924-554206	Conference And Meeting Ex	\$ 4,500.00	\$ -	\$ 149.96	\$ 4,350.04	3.33%
924-924-554207	Travel	\$ 2,000.00	\$ 31.36	\$ 149.59	\$ 1,850.41	7.48%
924-924-561500	Property Management Expen	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-563204	Isp	\$ 3,850.00	\$ 314.94	\$ 3,124.40	\$ 725.60	81.15%
924-924-569000	Other Contractual Service	\$ 800.00	\$ -	\$ 400.00	\$ 400.00	50.00%
924-924-599100	Staff Purchases	\$ -	\$ -	\$ 50.90	\$ (50.90)	0.00%
924-924-599200	Designated Fund Purchases	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599300	Purchases From Gifts	\$ 10,000.00	\$ 10.00	\$ 6,178.89	\$ 3,821.11	61.79%
924-924-599301	Purchases From Endowment	\$ 4,500.00	\$ -	\$ 9,621.34	\$ (5,121.34)	213.81%
924-924-599801	Computer Software	\$ 1,500.00	\$ 87.34	\$ 2,088.48	\$ (588.48)	139.23%
924-924-599803	Literacy Grant Purchases	\$ 1,450.00	\$ 301.30	\$ 25,050.17	\$ (23,600.17)	1727.60%
	Contractual Services	\$ 175,200.00	\$ 13,082.94	\$ 169,917.30	\$ 5,282.70	96.98%
924-924-580400	Building Purchase/constru	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-598800	Capital Development	\$ 1,800.00	\$ -	\$ 5,975.00	\$ (4,175.00)	331.94%
	Capital Outlay	\$ 1,800.00	\$ -	\$ 5,975.00	\$ (4,175.00)	331.94%
924-924-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-566300	Circulation System	\$ 26,500.00	\$ 2,208.91	\$ 21,960.54	\$ 4,539.46	82.87%
924-924-598300	Per Capita Grant	\$ 42,600.00	\$ -	\$ 16,163.72	\$ 26,436.28	37.94%
924-924-598400	Passport Expense	\$ 2,000.00	\$ 96.70	\$ 267.20	\$ 1,732.80	13.36%
924-924-598700	Transfer To Friends	\$ 10,000.00	\$ 778.06	\$ 5,686.30	\$ 4,313.70	56.86%
924-924-599000	Miscellaneous	\$ 3,000.00	\$ 131.87	\$ 1,568.23	\$ 1,431.77	52.27%
924-924-599302	Fixed Asset Transfer	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599802	Computer Hardware	\$ 6,100.00	\$ 90.79	\$ 5,810.96	\$ 289.04	95.26%
924-924-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 90,200.00	\$ 3,306.33	\$ 51,456.95	\$ 38,743.05	57.05%
924-924-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-591101	Bond Issuance Costs	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-520100	Transfer to General Fund	\$ 15,000.00	\$ -	\$ 11,250.00	\$ 3,750.00	75.00%
924-924-544100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ 15,000.00	\$ -	\$ 11,250.00	\$ 3,750.00	75.00%
924	Library	\$ -	\$ (44,999.31)	\$ 295,934.37	\$ (295,934.37)	0.00%
924	Library	\$ -	\$ (44,999.31)	\$ 295,934.37	\$ (295,934.37)	0.00%
Revenue Total		\$ 28,113,240.00	\$ 1,927,613.51	\$ 22,549,905.73	\$ 5,563,334.27	80.21%
Expense Total		\$ 31,653,448.00	\$ 1,592,838.38	\$ 22,258,979.62	\$ 9,394,468.38	70.32%
Grand Total		\$ (3,540,208.00)	\$ 334,775.13	\$ 290,926.11	\$ (3,831,134.11)	-8.22%

Attachment: NGF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100	General Fund					
100-001-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-510100	Salary: Elected Officials	\$ 50,000.00	\$ 2,500.02	\$ 40,000.23	\$ 9,999.77	80.00%
100-001-511600	Salary: All Personnel	\$ 92,936.00	\$ 8,837.81	\$ 74,927.12	\$ 18,008.88	80.62%
100-001-515500	Vacation Pay	\$ -	\$ -	\$ 5,719.06	\$ (5,719.06)	0.00%
100-001-515600	Holiday Pay	\$ -	\$ -	\$ 2,502.08	\$ (2,502.08)	0.00%
100-001-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-517000	Oasdi/city Share 6.2%	\$ 8,862.00	\$ 687.73	\$ 6,584.21	\$ 2,277.79	74.30%
100-001-517001	Medicare/city Share 1.45%	\$ 2,073.00	\$ 160.83	\$ 1,741.81	\$ 331.19	84.02%
100-001-517401	IMRF	\$ 10,846.00	\$ 1,005.41	\$ 9,515.69	\$ 1,330.31	87.73%
100-001-517402	ICMA Retirement	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-518000	Group Insurance	\$ 38,481.00	\$ 1,395.40	\$ 13,320.40	\$ 25,160.60	34.62%
100-001-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-518300	Workers Comp Insurance	\$ 3,771.00	\$ -	\$ 1,230.15	\$ 2,540.85	32.62%
100-001-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 206,969.00	\$ 14,587.20	\$ 155,540.75	\$ 51,428.25	75.15%
100-001-519000	Training And Education	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	0.00%
	Training & Education	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	0.00%
100-001-520200	Office Supplies	\$ 300.00	\$ 32.67	\$ 166.28	\$ 133.72	55.43%
100-001-520400	Postage	\$ 25.00	\$ -	\$ 256.65	\$ (231.65)	1026.60%
100-001-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 325.00	\$ 32.67	\$ 422.93	\$ (97.93)	130.13%
100-001-518100	Liability Insurance Premiums	\$ 8,800.00	\$ -	\$ 8,800.00	\$ -	100.00%
100-001-524000	Lease/rental Of Equipment	\$ 1,588.00	\$ 127.71	\$ 1,315.56	\$ 272.44	82.84%
100-001-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-538000	Maintenance Agreements	\$ 1,408.00	\$ -	\$ 1,439.56	\$ (31.56)	102.24%
100-001-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-551600	Dues And Subscriptions	\$ 4,500.00	\$ -	\$ 3,502.25	\$ 997.75	77.83%
100-001-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-569000	Other Contractual Service	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
100-001-598100	Public Relations	\$ 3,000.00	\$ -	\$ 130.00	\$ 2,870.00	4.33%
100-001-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 39,296.00	\$ 127.71	\$ 15,187.37	\$ 24,108.63	38.65%
100-001-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 177.98	\$ (177.98)	0.00%
	Capital Outlay	\$ -	\$ -	\$ 177.98	\$ (177.98)	0.00%
100-001-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-551000	Printing And Publications	\$ 350.00	\$ 258.00	\$ 1,301.25	\$ (951.25)	371.79%
100-001-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-599000	Miscellaneous	\$ 5,000.00	\$ -	\$ 1,362.55	\$ 3,637.45	27.25%
100-001-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 5,350.00	\$ 258.00	\$ 2,663.80	\$ 2,686.20	49.79%
001	Administration	\$ (259,440.00)	\$ (15,005.58)	\$ (173,992.83)	\$ (85,447.17)	67.06%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-003-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-560600	Corporate Counsel Fees	\$ 245,000.00	\$ 23,839.93	\$ 156,634.58	\$ 88,365.42	63.93%
100-003-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-561001	Legal Services - Police Labor	\$ -	\$ 865.95	\$ 42,471.88	\$ (42,471.88)	0.00%
100-003-561002	Legal Services - Fire Labor	\$ -	\$ 60.00	\$ 26,944.35	\$ (26,944.35)	0.00%
100-003-561003	Legal Services - Teamsters	\$ 20,000.00	\$ -	\$ 6,466.60	\$ 13,533.40	32.33%
100-003-561004	Admin Hearing Officer	\$ 12,500.00	\$ 300.00	\$ 4,000.00	\$ 8,500.00	32.00%
100-003-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-593000	Suits And Damages	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 277,500.00	\$ 25,065.88	\$ 236,517.41	\$ 40,982.59	85.23%
100-003-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-599700	Income Credit	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
003	Legal	\$ (277,500.00)	\$ (25,065.88)	\$ (236,517.41)	\$ (40,982.59)	85.23%
100-004-451600	Dog Reclamation Fees	\$ 8,000.00	\$ 525.00	\$ 3,925.00	\$ 4,075.00	49.06%
100-004-451900	Sales - Ordinances & Maps	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-452100	Liquor License App Fees	\$ 1,350.00	\$ 300.00	\$ 900.00	\$ 450.00	66.67%
100-004-452200	Vicious Dog Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-452500	Dangerous Dog Fee	\$ 200.00	\$ -	\$ 200.00	\$ -	100.00%
	Fees/Charges For Service	\$ 9,550.00	\$ 825.00	\$ 5,025.00	\$ 4,525.00	52.62%
100-004-463700	Liquor Fines	\$ 500.00	\$ -	\$ 1,100.00	\$ (600.00)	220.00%
	Fines And Forfeitures	\$ 500.00	\$ -	\$ 1,100.00	\$ (600.00)	220.00%
100-004-420100	Liquor Licenses	\$ 62,500.00	\$ 650.00	\$ 41,991.67	\$ 20,508.33	67.19%
100-004-420200	Cigarette Licenses	\$ 1,500.00	\$ -	\$ 1,750.00	\$ (250.00)	116.67%
100-004-420300	One Day Liquor License	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-420400	Juke Box Licenses	\$ 25.00	\$ 25.00	\$ 600.00	\$ (575.00)	2400.00%
100-004-420600	Auctioneer Licenses	\$ 10.00	\$ -	\$ -	\$ 10.00	0.00%
100-004-420650	Body Works License	\$ 1,000.00	\$ 100.00	\$ 700.00	\$ 300.00	70.00%
100-004-421100	Peddler Licenses	\$ 400.00	\$ -	\$ -	\$ 400.00	0.00%
100-004-421200	Push Carts	\$ 250.00	\$ 250.00	\$ 750.00	\$ (500.00)	300.00%
100-004-421300	Transient Merchant License	\$ 150.00	\$ -	\$ 1,050.00	\$ (900.00)	700.00%
100-004-421400	Mechanical Amusement Machine	\$ 6,000.00	\$ 350.00	\$ 4,850.00	\$ 1,150.00	80.83%
100-004-421500	State Video Machines	\$ 170,000.00	\$ 1,750.00	\$ 191,500.01	\$ (21,500.01)	112.65%
100-004-421505	Video Gaming Est. Fees	\$ 8,000.00	\$ 125.00	\$ 5,708.33	\$ 2,291.67	71.35%
100-004-421600	Secondhand Dlr/Pawnbroker	\$ 150.00	\$ -	\$ 300.00	\$ (150.00)	200.00%
100-004-421700	Raffle License	\$ 700.00	\$ -	\$ 270.00	\$ 430.00	38.57%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-004-421800	Billiards,Bowling,Pool License	\$ 25.00	\$ 25.00	\$ 600.00	\$ (575.00)	2400.00%
100-004-421900	Bowling License	\$ 500.00	\$ -	\$ 900.00	\$ (400.00)	180.00%
100-004-422200	Taxicab License	\$ 150.00	\$ -	\$ -	\$ 150.00	0.00%
100-004-422300	Scrap Dealer License	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-422900	Miscellaneous Licenses	\$ -	\$ -	\$ 65.00	\$ (65.00)	0.00%
100-004-426200	Loudspeaker Permits	\$ 30.00	\$ -	\$ -	\$ 30.00	0.00%
100-004-426300	Special Events Permits	\$ 700.00	\$ -	\$ 50.00	\$ 650.00	7.14%
	Licenses And Permits	\$ 252,090.00	\$ 3,275.00	\$ 251,085.01	\$ 1,004.99	99.60%
100-004-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-004-499802	Cash Over/Short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-004-511600	Salary: All Personnel	\$ 144,304.00	\$ 13,442.56	\$ 107,783.77	\$ 36,520.23	74.69%
100-004-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-515500	Vacation Pay	\$ -	\$ -	\$ 9,962.09	\$ (9,962.09)	0.00%
100-004-515600	Holiday Pay	\$ -	\$ -	\$ 5,550.20	\$ (5,550.20)	0.00%
100-004-515800	Sick Pay	\$ -	\$ -	\$ 626.37	\$ (626.37)	0.00%
100-004-517000	Oasdi/city Share 6.2%	\$ 8,947.00	\$ 811.19	\$ 7,402.32	\$ 1,544.68	82.74%
100-004-517001	Medicare/city Share 1.45%	\$ 2,092.00	\$ 189.70	\$ 1,731.15	\$ 360.85	82.75%
100-004-517401	IMRF	\$ 16,840.00	\$ 1,574.13	\$ 14,467.16	\$ 2,372.84	85.91%
100-004-518000	Group Insurance	\$ 22,402.00	\$ 1,970.60	\$ 19,360.68	\$ 3,041.32	86.42%
100-004-518300	Workers Comp Insurance	\$ 892.00	\$ -	\$ 307.53	\$ 584.47	34.48%
100-004-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 195,477.00	\$ 17,988.18	\$ 167,191.27	\$ 28,285.73	85.53%
100-004-519000	Training And Education	\$ 3,000.00	\$ -	\$ 91.47	\$ 2,908.53	3.05%
	Training & Education	\$ 3,000.00	\$ -	\$ 91.47	\$ 2,908.53	3.05%
100-004-520200	Office Supplies	\$ 150.00	\$ -	\$ 155.99	\$ (5.99)	103.99%
100-004-520400	Postage	\$ 125.00	\$ 105.48	\$ 242.71	\$ (117.71)	194.17%
100-004-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 275.00	\$ 105.48	\$ 398.70	\$ (123.70)	144.98%
100-004-518100	Liability Insurance Premiums	\$ 9,536.00	\$ -	\$ 9,516.00	\$ 20.00	99.79%
100-004-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-551600	Dues And Subscriptions	\$ 530.00	\$ -	\$ 455.00	\$ 75.00	85.85%
100-004-569000	Other Contractual Service	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
100-004-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 20,066.00	\$ -	\$ 9,971.00	\$ 10,095.00	49.69%
100-004-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 87.19	\$ (87.19)	0.00%
	Capital Outlay	\$ -	\$ -	\$ 87.19	\$ (87.19)	0.00%
100-004-518700	Mileage	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
100-004-551000	Printing And Publications	\$ 1,750.00	\$ 47.40	\$ 5,159.61	\$ (3,409.61)	294.83%
100-004-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-599000	Miscellaneous	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-004-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Other Expenditures	\$ 2,450.00	\$ 47.40	\$ 5,159.61	\$ (2,709.61)	210.60%
100-004-520941	Transfer to Police Pension	\$ 68,000.00	\$ -	\$ -	\$ 68,000.00	0.00%
100-004-520944	Transfer to Fire Pension	\$ 102,000.00	\$ -	\$ -	\$ 102,000.00	0.00%
	Transfers To Other Funds	\$ 170,000.00	\$ -	\$ -	\$ 170,000.00	0.00%
004	City Clerk	\$ (128,628.00)	\$ (14,041.06)	\$ 74,310.77	\$ (202,938.77)	-57.77%
100-005-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-511600	Salary: All Personnel	\$ 93,994.00	\$ 8,723.74	\$ 75,028.77	\$ 18,965.23	79.82%
100-005-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-515500	Vacation Pay	\$ -	\$ -	\$ 7,163.76	\$ (7,163.76)	0.00%
100-005-515600	Holiday Pay	\$ -	\$ -	\$ 3,397.79	\$ (3,397.79)	0.00%
100-005-515800	Sick Pay	\$ -	\$ -	\$ 580.13	\$ (580.13)	0.00%
100-005-517000	Oasdi/city Share 6.2%	\$ 5,828.00	\$ 529.58	\$ 5,222.70	\$ 605.30	89.61%
100-005-517001	Medicare/city Share 1.45%	\$ 1,363.00	\$ 123.90	\$ 1,221.31	\$ 141.69	89.60%
100-005-517401	IMRF	\$ 10,969.00	\$ 1,021.53	\$ 9,618.90	\$ 1,350.10	87.69%
100-005-518000	Group Insurance	\$ 9,406.00	\$ 897.20	\$ 8,341.64	\$ 1,064.36	88.68%
100-005-518300	Workers Comp Insurance	\$ 892.00	\$ -	\$ 307.53	\$ 584.47	34.48%
100-005-559000	Medical Expense/supplies	\$ -	\$ -	\$ 565.75	\$ (565.75)	0.00%
	Personnel	\$ 122,452.00	\$ 11,295.95	\$ 111,448.28	\$ 11,003.72	91.01%
100-005-519000	Training And Education	\$ 5,550.00	\$ -	\$ 2,393.32	\$ 3,156.68	43.12%
	Training & Education	\$ 5,550.00	\$ -	\$ 2,393.32	\$ 3,156.68	43.12%
100-005-520200	Office Supplies	\$ 600.00	\$ -	\$ 372.69	\$ 227.31	62.12%
100-005-520400	Postage	\$ 150.00	\$ -	\$ 1.00	\$ 149.00	0.67%
100-005-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 750.00	\$ -	\$ 373.69	\$ 376.31	49.83%
100-005-518100	Liability Insurance Premiums	\$ 9,536.00	\$ -	\$ 9,516.00	\$ 20.00	99.79%
100-005-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-551600	Dues And Subscriptions	\$ 2,900.00	\$ 200.00	\$ 2,042.00	\$ 858.00	70.41%
100-005-569000	Other Contractual Service	\$ 6,000.00	\$ 8,500.00	\$ 11,550.90	\$ (5,550.90)	192.52%
100-005-597900	Employee Recognition	\$ 4,000.00	\$ 283.58	\$ 2,731.14	\$ 1,268.86	68.28%
100-005-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 22,436.00	\$ 8,983.58	\$ 25,840.04	\$ (3,404.04)	115.17%
100-005-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-518700	Mileage	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00%
100-005-551000	Printing And Publications	\$ 2,000.00	\$ 780.00	\$ 3,442.73	\$ (1,442.73)	172.14%
100-005-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-599000	Miscellaneous	\$ 500.00	\$ -	\$ 274.38	\$ 225.62	54.88%
100-005-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 2,800.00	\$ 780.00	\$ 3,717.11	\$ (917.11)	132.75%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
005	Personnel	\$ (153,988.00)	\$ (21,059.53)	\$ (143,772.44)	\$ (10,215.56)	93.37%
100-006-499800	Miscellaneous Receipts	\$ -	\$ -	\$ 1.65	\$ (1.65)	0.00%
	Other Revenue	\$ -	\$ -	\$ 1.65	\$ (1.65)	0.00%
100-006-511600	Salary: All Personnel	\$ 193,250.00	\$ 17,956.52	\$ 144,795.14	\$ 48,454.86	74.93%
100-006-515000	Overtime	\$ 1,500.00	\$ -	\$ 77.72	\$ 1,422.28	5.18%
100-006-515500	Vacation Pay	\$ -	\$ 466.25	\$ 11,161.02	\$ (11,161.02)	0.00%
100-006-515600	Holiday Pay	\$ -	\$ -	\$ 7,873.02	\$ (7,873.02)	0.00%
100-006-515800	Sick Pay	\$ -	\$ 73.09	\$ 4,714.23	\$ (4,714.23)	0.00%
100-006-517000	Oasdi/city Share 6.2%	\$ 12,074.00	\$ 1,104.66	\$ 10,157.79	\$ 1,916.21	84.13%
100-006-517001	Medicare/city Share 1.45%	\$ 2,824.00	\$ 258.25	\$ 2,362.82	\$ 461.18	83.67%
100-006-517401	IMRF	\$ 22,727.00	\$ 2,165.83	\$ 19,691.47	\$ 3,035.53	86.64%
100-006-518000	Group Insurance	\$ 78,193.00	\$ 5,169.24	\$ 44,448.15	\$ 33,744.85	56.84%
100-006-518200	Unemployment Insurance	\$ -	\$ -	\$ 10,164.00	\$ (10,164.00)	0.00%
100-006-518300	Workers Comp Insurance	\$ 892.00	\$ -	\$ 1,231.17	\$ (339.17)	138.02%
100-006-559000	Medical Expense/supplies	\$ 192.00	\$ -	\$ 117.00	\$ 75.00	60.94%
	Personnel	\$ 311,652.00	\$ 27,193.84	\$ 256,793.53	\$ 54,858.47	82.40%
100-006-519000	Training And Education	\$ 7,500.00	\$ -	\$ 142.22	\$ 7,357.78	1.90%
	Training & Education	\$ 7,500.00	\$ -	\$ 142.22	\$ 7,357.78	1.90%
100-006-520200	Office Supplies	\$ 2,000.00	\$ 65.34	\$ 682.30	\$ 1,317.70	34.12%
100-006-520400	Postage	\$ 2,300.00	\$ 321.02	\$ 2,303.62	\$ (3.62)	100.16%
100-006-529000	Equipment	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Supplies & Materials	\$ 4,800.00	\$ 386.36	\$ 2,985.92	\$ 1,814.08	62.21%
100-006-518100	Liability Insurance Premiums	\$ 11,227.00	\$ -	\$ 11,226.00	\$ 1.00	99.99%
100-006-524000	Lease/rental Of Equipment	\$ 1,588.00	\$ 127.71	\$ 383.13	\$ 1,204.87	24.13%
100-006-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-538000	Maintenance Agreements	\$ 375.00	\$ -	\$ 532.58	\$ (157.58)	142.02%
100-006-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-551600	Dues And Subscriptions	\$ 375.00	\$ -	\$ 700.00	\$ (325.00)	186.67%
100-006-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-560800	Collection Agency Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-569000	Other Contractual Service	\$ 10,000.00	\$ -	\$ 15,967.25	\$ (5,967.25)	159.67%
100-006-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 23,565.00	\$ 127.71	\$ 28,808.96	\$ (5,243.96)	122.25%
100-006-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 373.98	\$ (373.98)	0.00%
	Capital Outlay	\$ -	\$ -	\$ 373.98	\$ (373.98)	0.00%
100-006-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-551000	Printing And Publications	\$ 5,000.00	\$ -	\$ 4,182.17	\$ 817.83	83.64%
100-006-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-599000	Miscellaneous	\$ 500.00	\$ -	\$ 51.83	\$ 448.17	10.37%
100-006-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 5,500.00	\$ -	\$ 4,234.00	\$ 1,266.00	76.98%
100-006-520900	Transfer To Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
006	Finance	\$ (353,017.00)	\$ (27,707.91)	\$ (293,336.96)	\$ (59,680.04)	83.09%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-007-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-511600	Salary: All Personnel	\$ 203,455.00	\$ 13,799.25	\$ 102,955.00	\$ 100,500.00	50.60%
100-007-515000	Overtime	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00	0.00%
100-007-515500	Vacation Pay	\$ -	\$ -	\$ 3,869.62	\$ (3,869.62)	0.00%
100-007-515600	Holiday Pay	\$ -	\$ -	\$ 4,624.95	\$ (4,624.95)	0.00%
100-007-515800	Sick Pay	\$ -	\$ -	\$ 2,057.61	\$ (2,057.61)	0.00%
100-007-517000	Oasdi/city Share 6.2%	\$ 12,772.00	\$ 830.24	\$ 6,869.96	\$ 5,902.04	53.79%
100-007-517001	Medicare/city Share 1.45%	\$ 2,987.00	\$ 194.16	\$ 1,606.76	\$ 1,380.24	53.79%
100-007-517401	IMRF	\$ 24,041.00	\$ 1,209.05	\$ 12,807.03	\$ 11,233.97	53.27%
100-007-518000	Group Insurance	\$ 59,984.00	\$ 2,476.98	\$ 15,972.97	\$ 44,011.03	26.63%
100-007-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-518300	Workers Comp Insurance	\$ 900.00	\$ -	\$ 7,130.89	\$ (6,230.89)	792.32%
100-007-554300	Uniforms And Tools	\$ 300.00	\$ 114.69	\$ 588.25	\$ (288.25)	196.08%
100-007-557200	License And Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ 379.00	\$ 121.00	75.80%
	Personnel	\$ 307,489.00	\$ 18,624.37	\$ 158,862.04	\$ 148,626.96	51.66%
100-007-519000	Training And Education	\$ 1,500.00	\$ -	\$ 440.00	\$ 1,060.00	29.33%
	Training & Education	\$ 1,500.00	\$ -	\$ 440.00	\$ 1,060.00	29.33%
100-007-520200	Office Supplies	\$ 250.00	\$ -	\$ 306.81	\$ (56.81)	122.72%
100-007-520400	Postage	\$ 500.00	\$ 1.60	\$ 200.10	\$ 299.90	40.02%
100-007-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-522400	General Supplies	\$ 150.00	\$ -	\$ 183.85	\$ (33.85)	122.57%
100-007-529000	Equipment	\$ 500.00	\$ -	\$ 527.82	\$ (27.82)	105.56%
100-007-556100	Gasoline/diesel Fuel	\$ 1,500.00	\$ -	\$ 541.05	\$ 958.95	36.07%
	Supplies & Materials	\$ 2,900.00	\$ 1.60	\$ 1,759.63	\$ 1,140.37	60.68%
100-007-518100	Liability Insurance Premiums	\$ 9,607.00	\$ -	\$ 5,377.00	\$ 4,230.00	55.97%
100-007-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-534000	Automotive Expense	\$ 525.00	\$ 65.00	\$ 693.51	\$ (168.51)	132.10%
100-007-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-550300	Telephone	\$ 2,700.00	\$ -	\$ 150.00	\$ 2,550.00	5.56%
100-007-551600	Dues And Subscriptions	\$ 2,750.00	\$ -	\$ 1,050.00	\$ 1,700.00	38.18%
100-007-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-569000	Other Contractual Service	\$ 100,000.00	\$ 132.25	\$ 74,477.55	\$ 25,522.45	74.48%
100-007-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 115,582.00	\$ 197.25	\$ 81,748.06	\$ 33,833.94	70.73%
100-007-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 177.98	\$ (177.98)	0.00%
100-007-587500	Vehicles	\$ 48,414.00	\$ 48,414.00	\$ 48,414.00	\$ (48,414.00)	0.00%
	Capital Outlay	\$ -	\$ 48,414.00	\$ 48,591.98	\$ (48,591.98)	0.00%
100-007-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-551000	Printing And Publications	\$ 100.00	\$ 21.00	\$ 78.50	\$ 21.50	78.50%
100-007-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-593300	Lien Filing Fee	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-007-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-007-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,100.00	\$ 21.00	\$ 78.50	\$ 1,021.50	7.14%
100-007-520231	Transfer To Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-520240	Transfer To Motor Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-520261	Transfer To Hud #2	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
007	Public Works	\$ (428,571.00)	\$ (67,258.22)	\$ (291,480.21)	\$ (137,090.79)	68.01%
100-009-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-511600	Salary: All Personnel	\$ 80,571.00	\$ 8,680.33	\$ 78,371.05	\$ 2,199.95	97.27%
100-009-515000	Overtime	\$ 4,500.00	\$ 360.17	\$ 772.49	\$ 3,727.51	17.17%
100-009-515500	Vacation Pay	\$ -	\$ -	\$ 5,806.75	\$ (5,806.75)	0.00%
100-009-515600	Holiday Pay	\$ -	\$ 1,006.20	\$ 3,841.20	\$ (3,841.20)	0.00%
100-009-515800	Sick Pay	\$ -	\$ 166.99	\$ 637.68	\$ (637.68)	0.00%
100-009-517000	Oasdi/city Share 6.2%	\$ 5,271.00	\$ 609.81	\$ 5,302.35	\$ (31.35)	100.59%
100-009-517001	Medicare/city Share 1.45%	\$ 1,229.00	\$ 142.60	\$ 1,240.02	\$ (11.02)	100.90%
100-009-517401	IMRF	\$ 9,928.00	\$ 1,195.99	\$ 10,440.47	\$ (512.47)	105.16%
100-009-518000	Group Insurance	\$ 20,996.00	\$ 1,945.20	\$ 19,006.79	\$ 1,989.21	90.53%
100-009-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-518300	Workers Comp Insurance	\$ 892.00	\$ -	\$ 307.53	\$ 584.47	34.48%
100-009-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 123,387.00	\$ 14,107.29	\$ 125,726.33	\$ (2,339.33)	101.90%
100-009-519000	Training And Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Training & Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-009-520200	Office Supplies	\$ 100.00	\$ -	\$ 44.16	\$ 55.84	44.16%
100-009-520400	Postage	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
100-009-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-529000	Equipment	\$ 400.00	\$ -	\$ 75.92	\$ 324.08	18.98%
	Supplies & Materials	\$ 700.00	\$ -	\$ 120.08	\$ 579.92	17.15%
100-009-518100	Liability Insurance Premiums	\$ 9,536.00	\$ -	\$ 7,174.00	\$ 2,362.00	75.23%
100-009-534400	Equipment Repairs	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-009-538000	Maintenance Agreements	\$ 540,507.00	\$ 9,321.28	\$ 424,845.77	\$ 115,661.23	78.60%
100-009-550300	Telephone	\$ 223,800.00	\$ 14,861.10	\$ 169,378.81	\$ 54,421.19	75.68%
100-009-551600	Dues And Subscriptions	\$ 1,500.00	\$ -	\$ 4,995.00	\$ (3,495.00)	333.00%
100-009-569000	Other Contractual Service	\$ 10,000.00	\$ -	\$ 159.98	\$ 9,840.02	1.60%
100-009-599801	Computer Software	\$ 75,000.00	\$ -	\$ 10,312.34	\$ 64,687.66	13.75%
	Contractual Services	\$ 860,843.00	\$ 24,182.38	\$ 616,865.90	\$ 243,977.10	71.66%
100-009-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-529500	AVL Equipment	\$ 20,835.00	\$ 366.71	\$ 6,073.91	\$ 14,761.09	29.15%
100-009-551000	Printing And Publications	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
100-009-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-009-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-009-599802	Computer Hardware	\$ 248,027.00	\$ 7,362.20	\$ 225,131.09	\$ 22,895.91	90.77%
	Other Expenditures	\$ 270,112.00	\$ 7,728.91	\$ 231,205.00	\$ 38,907.00	85.60%
009	I.T.	\$ (1,260,042.00)	\$ (46,018.58)	\$ (963,917.31)	\$ (296,124.69)	76.50%
100-032-410101	Re Tax Twp Levy-road & Br	\$ -	\$ -	\$ 123.67	\$ (123.67)	0.00%
100-032-412001	Replacement P/p Tax - Twp	\$ 26,000.00	\$ -	\$ 21,124.77	\$ 4,875.23	81.25%
100-032-414001	Local Use Gas Tax	\$ -	\$ -	\$ -	\$ -	0.00%
	Taxes	\$ 26,000.00	\$ -	\$ 21,248.44	\$ 4,751.56	81.72%
100-032-435000	IDOT - State Routes Maint	\$ 45,000.00	\$ -	\$ 2,622.72	\$ 42,377.28	5.83%
100-032-435200	Traffic Light Reimbursement	\$ 5,000.00	\$ -	\$ 475.11	\$ 4,524.89	9.50%
100-032-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 50,000.00	\$ -	\$ 3,097.83	\$ 46,902.17	6.20%
100-032-451800	50 / 50 Sidewalk Project	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-463500	Late Payment Penalty	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-463600	Interest Charges	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-494100	City Property Dmg Reimb	\$ 10,000.00	\$ 5,761.45	\$ 26,444.56	\$ (16,444.56)	264.45%
	Fines And Forfeitures	\$ 10,000.00	\$ 5,761.45	\$ 26,444.56	\$ (16,444.56)	264.45%
100-032-425200	Street Opening Permits	\$ 140,000.00	\$ 9,916.00	\$ 331,849.00	\$ (191,849.00)	237.04%
100-032-425400	Curb Cuts	\$ -	\$ -	\$ -	\$ -	0.00%
	Licenses And Permits	\$ 140,000.00	\$ 9,916.00	\$ 331,849.00	\$ (191,849.00)	237.04%
100-032-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-499404	Sale Of Equipment	\$ 10,000.00	\$ 500.00	\$ 23,500.00	\$ (13,500.00)	235.00%
100-032-499406	Sale Of Salt /FBOP, PCHS	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-032-499800	Miscellaneous Receipts	\$ 5,000.00	\$ -	\$ 537.50	\$ 4,462.50	10.75%
	Other Revenue	\$ 20,000.00	\$ 500.00	\$ 24,037.50	\$ (4,037.50)	120.19%
100-032-440445	Transfer from Capital Project	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-511600	Salary: All Personnel	\$ 494,131.00	\$ 41,929.73	\$ 402,391.67	\$ 91,739.33	81.43%
100-032-514800	Yard Crew	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-515000	Overtime	\$ 66,625.00	\$ 26,296.09	\$ 51,757.15	\$ 14,867.85	77.68%
100-032-515500	Vacation Pay	\$ -	\$ 2,585.96	\$ 35,442.06	\$ (35,442.06)	0.00%
100-032-515600	Holiday Pay	\$ -	\$ -	\$ 26,438.98	\$ (26,438.98)	0.00%
100-032-515800	Sick Pay	\$ -	\$ 423.63	\$ 13,620.44	\$ (13,620.44)	0.00%
100-032-517000	Oasdi/city Share 6.2%	\$ 34,767.00	\$ 4,316.98	\$ 32,335.96	\$ 2,431.04	93.01%
100-032-517001	Medicare/city Share 1.45%	\$ 8,131.00	\$ 1,009.65	\$ 7,570.57	\$ 560.43	93.11%
100-032-517401	IMRF	\$ 65,440.00	\$ 8,336.20	\$ 50,469.09	\$ 14,970.91	77.12%
100-032-518000	Group Insurance	\$ 155,973.00	\$ 14,288.89	\$ 108,856.54	\$ 47,116.46	69.79%
100-032-518200	Unemployment Insurance	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	0.00%
100-032-518300	Workers Comp Insurance	\$ 39,887.00	\$ -	\$ 36,379.57	\$ 3,507.43	91.21%
100-032-554300	Uniforms And Tools	\$ 4,000.00	\$ 197.40	\$ 7,089.86	\$ (3,089.86)	177.25%
100-032-559000	Medical Expense/supplies	\$ 1,500.00	\$ -	\$ 577.80	\$ 922.20	38.52%
	Personnel	\$ 873,154.00	\$ 99,384.53	\$ 772,929.69	\$ 100,224.31	88.52%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-032-519000	Training And Education	\$ -	\$ 17.56	\$ 117.56	\$ (117.56)	0.00%
	Training & Education	\$ -	\$ 17.56	\$ 117.56	\$ (117.56)	0.00%
100-032-520200	Office Supplies	\$ 500.00	\$ 30.88	\$ 201.23	\$ 298.77	40.25%
100-032-520400	Postage	\$ 100.00	\$ -	\$ 2.00	\$ 98.00	2.00%
100-032-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-522400	General Supplies	\$ 20,000.00	\$ 877.32	\$ 34,537.55	\$ (14,537.55)	172.69%
100-032-523000	Traffic/Street Signs & Marking	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-535000	Material And Hauling	\$ 15,000.00	\$ 2,833.65	\$ 50,493.59	\$ (35,493.59)	336.62%
100-032-556100	Gasoline/diesel Fuel	\$ 40,000.00	\$ 5,925.75	\$ 46,453.44	\$ (6,453.44)	116.13%
	Supplies & Materials	\$ 75,600.00	\$ 9,667.60	\$ 131,687.81	\$ (56,087.81)	174.19%
100-032-518100	Liability Insurance Premiums	\$ 19,868.00	\$ -	\$ 19,262.00	\$ 606.00	96.95%
100-032-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-532000	Electronic Equipment Main	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-534000	Automotive Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-534900	Sidewalk Renovation / Ins	\$ -	\$ -	\$ 675.15	\$ (675.15)	0.00%
100-032-536000	Tree Removal / Replacemen	\$ 100,000.00	\$ 1,225.00	\$ 165,747.50	\$ (65,747.50)	165.75%
100-032-536300	Snow Removal - Salt And C	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-538000	Maintenance Agreements	\$ 2,000.00	\$ -	\$ 2,599.30	\$ (599.30)	129.97%
100-032-550100	Utilities	\$ 10,000.00	\$ 2,066.18	\$ 12,966.22	\$ (2,966.22)	129.66%
100-032-550300	Telephone	\$ 1,200.00	\$ -	\$ 226.11	\$ 973.89	18.84%
100-032-550500	Electricity For Street Li	\$ -	\$ 18,317.50	\$ 18,317.50	\$ (18,317.50)	0.00%
100-032-550600	Electricity For Signal Li	\$ -	\$ 1,165.77	\$ 1,165.77	\$ (1,165.77)	0.00%
100-032-551600	Dues And Subscriptions	\$ 5,250.00	\$ -	\$ 5,210.70	\$ 39.30	99.25%
100-032-555000	Radio Expense	\$ 2,000.00	\$ -	\$ 398.90	\$ 1,601.10	19.95%
100-032-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-561000	Attorney fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-561300	Testing Fees	\$ -	\$ -	\$ 3,768.75	\$ (3,768.75)	0.00%
100-032-561301	Testing - Street Maintena	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-564100	Drainage Improvements	\$ -	\$ -	\$ 2,411.50	\$ (2,411.50)	0.00%
100-032-569000	Other Contractual Service	\$ 5,500.00	\$ 1,086.80	\$ 6,118.60	\$ (618.60)	111.25%
100-032-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 145,818.00	\$ 23,861.25	\$ 238,868.00	\$ (93,050.00)	163.81%
100-032-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-580500	Street Construction	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-580501	Street Repair	\$ 35,000.00	\$ -	\$ 750.00	\$ 34,250.00	2.14%
100-032-580600	Sewer Construction	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-587000	Machinery & Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-587001	Lease/Purchase of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-032-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 35,500.00	\$ -	\$ 750.00	\$ 34,750.00	2.11%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-032-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-551000	Printing And Publications	\$ 400.00	\$ -	\$ -	\$ 400.00	0.00%
100-032-554200	Meals Lodging	\$ 600.00	\$ -	\$ -	\$ 600.00	0.00%
100-032-557200	License And Inspection Fees	\$ 1,000.00	\$ 98.00	\$ 920.00	\$ 80.00	92.00%
100-032-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-599000	Miscellaneous	\$ 5,000.00	\$ -	\$ 57.99	\$ 4,942.01	1.16%
100-032-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 7,000.00	\$ 98.00	\$ 977.99	\$ 6,022.01	13.97%
100-032-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-520231	Transfer To Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-520900	Transfer To Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
032	Street Dept	\$ (891,072.00)	\$ (116,851.49)	\$ (738,653.72)	\$ (152,418.28)	82.89%
100-034-437300	SOI - Training Reimburse	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-442700	County Grants	\$ 2,500.00	\$ -	\$ 1,000.00	\$ 1,500.00	40.00%
	Intergovernmental	\$ 2,500.00	\$ -	\$ 1,000.00	\$ 1,500.00	40.00%
100-034-451000	Copy Money/Accidents etc	\$ 250.00	\$ -	\$ 50.00	\$ 200.00	20.00%
100-034-454001	Fire Protection - Normandale	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454002	Fire Protection - Brush Hill	\$ 183,273.00	\$ 177,356.44	\$ 177,356.44	\$ 5,916.56	96.77%
100-034-454003	Fire Protection - Powerton	\$ 356,064.00	\$ -	\$ 266,954.11	\$ 89,109.89	74.97%
100-034-454100	Hazardous Waste Cleanup	\$ 2,500.00	\$ -	\$ 2,525.61	\$ (25.61)	101.02%
100-034-454200	Non Resident Rescue Fees	\$ 3,500.00	\$ 275.00	\$ 3,575.00	\$ (75.00)	102.14%
100-034-454300	Hydrant Flushing	\$ 400.00	\$ -	\$ -	\$ 400.00	0.00%
100-034-454400	Overtime Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454600	CPR Training Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454700	Sprinkler Fees	\$ 300.00	\$ -	\$ 300.00	\$ -	100.00%
100-034-454800	AMT Transport Assist	\$ 3,300.00	\$ 150.00	\$ 450.00	\$ 2,850.00	13.64%
100-034-455005	AMT Franchise	\$ 65,377.00	\$ 5,448.14	\$ 54,437.10	\$ 10,939.90	83.27%
	Fees/Charges For Service	\$ 614,964.00	\$ 183,229.58	\$ 505,648.26	\$ 109,315.74	82.22%
100-034-464100	False Alarm Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-493002	Fire Prevention Contribut	\$ -	\$ -	\$ 5,000.00	\$ (5,000.00)	0.00%
100-034-493600	Training Reimbursements	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	0.00%
100-034-495600	Insurance Reimbursements	\$ -	\$ 124,500.59	\$ 132,068.15	\$ (132,068.15)	0.00%
100-034-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-499404	Sale Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-499800	Miscellaneous Receipts	\$ 30,000.00	\$ (122,714.89)	\$ 5,787.02	\$ 24,212.98	19.29%
	Other Revenue	\$ 43,000.00	\$ 1,785.70	\$ 142,855.17	\$ (99,855.17)	332.22%
100-034-511600	Salary: All Personnel	\$ 4,304,932.00	\$ 301,454.39	\$ 3,087,529.00	\$ 1,217,403.00	71.72%
100-034-515000	Overtime	\$ 350,000.00	\$ 59,099.47	\$ 589,126.07	\$ (239,126.07)	168.32%
100-034-515200	Longevity Pay	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-515400	Education Pay	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-034-515500	Vacation Pay	\$ -	\$ 15,696.64	\$ 311,948.96	\$ (311,948.96)	0.00%
100-034-515600	Holiday Pay	\$ 209,461.00	\$ -	\$ 126,717.88	\$ 82,743.12	60.50%
100-034-515800	Sick Pay	\$ -	\$ 6,477.85	\$ 127,012.97	\$ (127,012.97)	0.00%
100-034-515900	Injury Pay	\$ -	\$ 7,288.32	\$ 223,238.83	\$ (223,238.83)	0.00%
100-034-517000	Oasdi/city Share 6.2%	\$ 3,094.00	\$ 226.80	\$ 2,473.80	\$ 620.20	79.95%
100-034-517001	Medicare/city Share 1.45%	\$ 69,753.00	\$ 5,332.90	\$ 60,876.98	\$ 8,876.02	87.28%
100-034-517401	IMRF	\$ 5,824.00	\$ 461.89	\$ 5,019.49	\$ 804.51	86.19%
100-034-517403	Employer Pension Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-518000	Group Insurance	\$ 1,420,202.00	\$ 96,217.54	\$ 877,882.72	\$ 542,319.28	61.81%
100-034-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-518300	Workers Comp Insurance	\$ 196,093.00	\$ -	\$ 178,775.70	\$ 17,317.30	91.17%
100-034-518900	Uniform Allowance	\$ 38,600.00	\$ 474.25	\$ 32,055.03	\$ 6,544.97	83.04%
100-034-554300	Uniform & Tool Allowance	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-559000	Medical Expense/supplies	\$ 27,500.00	\$ -	\$ 266.00	\$ 27,234.00	0.97%
	Personnel	\$ 6,625,459.00	\$ 492,730.05	\$ 5,622,923.43	\$ 1,002,535.57	84.87%
100-034-519000	Training And Education	\$ 64,000.00	\$ 5,668.24	\$ 7,648.49	\$ 56,351.51	11.95%
	Training & Education	\$ 64,000.00	\$ 5,668.24	\$ 7,648.49	\$ 56,351.51	11.95%
100-034-520200	Office Supplies	\$ 3,176.00	\$ -	\$ 665.35	\$ 2,510.65	20.95%
100-034-520400	Postage	\$ 200.00	\$ 2.75	\$ 144.64	\$ 55.36	72.32%
100-034-522000	Photographic Supplies	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
100-034-522400	General Supplies	\$ 21,750.00	\$ 955.13	\$ 11,435.77	\$ 10,314.23	52.58%
100-034-522500	Emergency Medical Supplie	\$ 39,800.00	\$ 1,478.15	\$ 27,997.25	\$ 11,802.75	70.34%
100-034-529000	Equipment	\$ 87,925.00	\$ 5,576.17	\$ 46,854.76	\$ 41,070.24	53.29%
100-034-556100	Gasoline/diesel Fuel	\$ 25,000.00	\$ 2,219.50	\$ 22,970.51	\$ 2,029.49	91.88%
	Supplies & Materials	\$ 178,051.00	\$ 10,231.70	\$ 110,068.28	\$ 67,982.72	61.82%
100-034-518100	Liability Insurance Premiums	\$ 111,260.00	\$ -	\$ 107,208.00	\$ 4,052.00	96.36%
100-034-520905	Public Safety Dispatching Fee	\$ 179,156.00	\$ -	\$ 179,152.00	\$ 4.00	100.00%
100-034-524000	Lease/rental Of Equipment	\$ 4,000.00	\$ 2,764.87	\$ 16,423.09	\$ (12,423.09)	410.58%
100-034-534000	Automotive Expense	\$ 52,500.00	\$ 18,150.53	\$ 195,527.21	\$ (143,027.21)	372.43%
100-034-534200	Buildings & Grounds Maintenanc	\$ -	\$ (619.86)	\$ -	\$ -	0.00%
100-034-534400	Equipment Repairs	\$ 9,000.00	\$ 1,761.00	\$ 20,506.60	\$ (11,506.60)	227.85%
100-034-538000	Maintenance Agreements	\$ 3,300.00	\$ -	\$ 1,622.38	\$ 1,677.62	49.16%
100-034-550100	Utilities	\$ 33,000.00	\$ 4,008.11	\$ 20,771.43	\$ 12,228.57	62.94%
100-034-550300	Telephone	\$ -	\$ -	\$ 243.48	\$ (243.48)	0.00%
100-034-551600	Dues And Subscriptions	\$ 2,600.00	\$ 1,040.00	\$ 1,344.00	\$ 1,256.00	51.69%
100-034-555000	Radio Expense	\$ 10,000.00	\$ 813.88	\$ 9,397.70	\$ 602.30	93.98%
100-034-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-569000	Other Contractual Service	\$ -	\$ -	\$ 4,629.75	\$ (4,629.75)	0.00%
100-034-592605	Bike Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-592800	Polygraph Exam	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-598000	Fire Prevention	\$ 1,500.00	\$ -	\$ 600.00	\$ 900.00	40.00%
100-034-598100	Public Relations	\$ -	\$ -	\$ 1,209.90	\$ (1,209.90)	0.00%
100-034-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 406,316.00	\$ 27,918.53	\$ 558,635.54	\$ (152,319.54)	137.49%
100-034-587000	Machinery And Equipment	\$ -	\$ 31,510.00	\$ 31,510.00	\$ (31,510.00)	0.00%
100-034-587001	Lease / Purchase Equipmen	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-587100	Office Equipment & Furniture	\$ 850.00	\$ 54,094.00	\$ 108,188.01	\$ (107,338.01)	12728.00%
100-034-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 850.00	\$ 85,604.00	\$ 139,698.01	\$ (138,848.01)	16435.06%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-034-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-551000	Printing And Publications	\$ 200.00	\$ -	\$ 275.24	\$ (75.24)	137.62%
100-034-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-557200	License And Inspection Fees	\$ 3,200.00	\$ 72.00	\$ 4,564.60	\$ (1,364.60)	142.64%
100-034-599000	Miscellaneous	\$ 2,000.00	\$ -	\$ 744.70	\$ 1,255.30	37.24%
100-034-599802	Computer Hardware	\$ -	\$ -	\$ 402.10	\$ (402.10)	0.00%
100-034-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 5,400.00	\$ 72.00	\$ 5,986.64	\$ (586.64)	110.86%
100-034-520900	Transfer to TPCC	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-544900	Transfer To Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
034	Fire Dept	\$ (6,619,612.00)	\$ (437,209.24)	\$ (5,795,456.96)	\$ (824,155.04)	87.55%
100-068-435100	Iepa - Air Monitoring Reimburs	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00%
100-068-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-442700	County Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00%
100-068-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-491000	Rental Of Municipal Property	\$ 230,000.00	\$ 8,703.20	\$ 176,085.87	\$ 53,914.13	76.56%
100-068-491500	Sale Of Municipal Property	\$ 3,165.00	\$ -	\$ -	\$ 3,165.00	0.00%
100-068-499800	Miscellaneous Receipts	\$ -	\$ -	\$ 1,415.26	\$ (1,415.26)	0.00%
	Other Revenue	\$ 233,165.00	\$ 8,703.20	\$ 177,501.13	\$ 55,663.87	76.13%
100-068-511600	Salary: All Personnel	\$ 164,529.00	\$ 6,843.17	\$ 45,565.77	\$ 118,963.23	27.69%
100-068-514600	Wages Yard Crew	\$ 75,000.00	\$ 4,021.92	\$ 82,972.73	\$ (7,972.73)	110.63%
100-068-515000	Overtime	\$ 6,651.00	\$ 179.40	\$ 485.43	\$ 6,165.57	7.30%
100-068-515500	Vacation Pay	\$ -	\$ -	\$ 636.60	\$ (636.60)	0.00%
100-068-515600	Holiday Pay	\$ -	\$ -	\$ 2,708.17	\$ (2,708.17)	0.00%
100-068-515800	Sick Pay	\$ -	\$ -	\$ 597.11	\$ (597.11)	0.00%
100-068-517000	Oasdi/city Share 6.2%	\$ 15,263.00	\$ 666.12	\$ 8,163.34	\$ 7,099.66	53.48%
100-068-517001	Medicare/city Share 1.45%	\$ 3,570.00	\$ 155.76	\$ 1,909.07	\$ 1,660.93	53.48%
100-068-517401	IMRF	\$ 19,977.00	\$ 706.79	\$ 4,941.29	\$ 15,035.71	24.73%
100-068-518000	Group Insurance	\$ 42,387.00	\$ 2,448.21	\$ 9,602.62	\$ 32,784.38	22.65%
100-068-518200	Unemployment Insurance	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
100-068-518300	Workers Comp Insurance	\$ 2,317.00	\$ -	\$ 4,635.71	\$ (2,318.71)	200.07%
100-068-554300	Uniforms And Tools	\$ -	\$ -	\$ 517.68	\$ (517.68)	0.00%
100-068-559000	Medical Expense/supplies	\$ -	\$ -	\$ 969.54	\$ (969.54)	0.00%
	Personnel	\$ 332,194.00	\$ 15,021.37	\$ 163,705.06	\$ 168,488.94	49.28%
100-068-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-520200	Office Supplies	\$ -	\$ -	\$ 778.42	\$ (778.42)	0.00%
100-068-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-522400	General Supplies	\$ 20,000.00	\$ 1,920.09	\$ 24,008.48	\$ (4,008.48)	120.04%
100-068-529000	Equipment	\$ -	\$ 1,414.12	\$ 14,213.83	\$ (14,213.83)	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-068-556100	Gasoline/diesel Fuel	\$ -	\$ 57.50	\$ 57.50	\$ (57.50)	0.00%
	Supplies & Materials	\$ 20,000.00	\$ 3,391.71	\$ 39,058.23	\$ (19,058.23)	195.29%
100-068-518100	Liability Insurance Premiums	\$ 3,038.00	\$ -	\$ 3,699.00	\$ (661.00)	121.76%
100-068-523200	Riverfront Park/Pier	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-524000	Lease/rental Of Equipment	\$ 8,000.00	\$ 975.49	\$ 9,217.49	\$ (1,217.49)	115.22%
100-068-534000	Automotive Expense	\$ 12,000.00	\$ -	\$ 18,665.88	\$ (6,665.88)	155.55%
100-068-534200	Buildings And Grounds Rep	\$ -	\$ 22,064.09	\$ 45,386.84	\$ (45,386.84)	0.00%
100-068-534400	Equipment Repairs	\$ 15,000.00	\$ 387.08	\$ 19,462.40	\$ (4,462.40)	129.75%
100-068-535200	Parking Lot Maintenance A	\$ -	\$ 3,002.44	\$ 3,002.44	\$ (3,002.44)	0.00%
100-068-536300	Snow Removal - Salt	\$ 10,000.00	\$ 500.00	\$ 3,900.00	\$ 6,100.00	39.00%
100-068-538000	Maintenance Agreements	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	0.00%
100-068-550100	Utilities	\$ 75,000.00	\$ 8,870.67	\$ 64,296.53	\$ 10,703.47	85.73%
100-068-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-559900	Receivable Charge Off	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	0.00%
100-068-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-562500	Demolition	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-566600	Pest Control	\$ 2,400.00	\$ 185.00	\$ 2,125.00	\$ 275.00	88.54%
100-068-569000	Other Contractual Service	\$ 40,000.00	\$ -	\$ 17,802.15	\$ 22,197.85	44.51%
	Contractual Services	\$ 169,638.00	\$ 35,984.77	\$ 187,557.73	\$ (17,919.73)	110.56%
100-068-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-580201	Land Improvements	\$ -	\$ 6,600.00	\$ 6,600.00	\$ (6,600.00)	0.00%
100-068-580400	Building Purchase/construction	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-580401	Building Repair	\$ -	\$ 112,345.84	\$ 336,591.30	\$ (336,591.30)	0.00%
100-068-584009	General Public Improvements	\$ -	\$ -	\$ 222,966.56	\$ (222,966.56)	0.00%
100-068-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 12,935.18	\$ (12,935.18)	0.00%
100-068-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ 118,945.84	\$ 579,093.04	\$ (579,093.04)	0.00%
100-068-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-557200	License And Inspection Fees	\$ 120.00	\$ 140.00	\$ 1,615.50	\$ (1,495.50)	1346.25%
100-068-590300	Real Estate Tax Expense	\$ 7,680.00	\$ -	\$ 6,554.21	\$ 1,125.79	85.34%
100-068-599000	Miscellaneous	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
	Other Expenditures	\$ 11,800.00	\$ 140.00	\$ 8,169.71	\$ 3,630.29	69.23%
068	Public Property	\$ (300,167.00)	\$ (164,780.49)	\$ (800,082.64)	\$ 499,915.64	266.55%
100-760-410905	Cannabis Tax Revenue	\$ -	\$ 3,035.23	\$ 21,011.98	\$ (21,011.98)	0.00%
	Taxes	\$ -	\$ 3,035.23	\$ 21,011.98	\$ (21,011.98)	0.00%
100-760-437100	School Reimbursements	\$ 50,000.00	\$ 26,136.68	\$ 39,205.03	\$ 10,794.97	78.41%
100-760-437200	SOI-Police Training Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-442600	State Grants	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Intergovernmental	\$ 68,000.00	\$ 26,136.68	\$ 39,205.03	\$ 28,794.97	57.65%
100-760-450800	Fingerprint Fees	\$ 1,800.00	\$ 120.00	\$ 525.00	\$ 1,275.00	29.17%
100-760-451000	Copy Money/Accidents etc	\$ 6,000.00	\$ 116.20	\$ 3,822.50	\$ 2,177.50	63.71%
100-760-451100	Parking Meter Collections	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-451101	Rentals - Parking Lots	\$ 3,600.00	\$ 175.00	\$ 1,225.00	\$ 2,375.00	34.03%
100-760-454400	Overtime Reimbursements	\$ 57,600.00	\$ 996.32	\$ 36,337.01	\$ 21,262.99	63.09%
100-760-454800	Bassett Training	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464700	E Citation Fees	\$ 1,800.00	\$ 196.25	\$ 1,237.13	\$ 562.87	68.73%
100-760-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ 75.00	\$ (75.00)	0.00%
	Fees/Charges For Service	\$ 70,800.00	\$ 1,603.77	\$ 43,221.64	\$ 27,578.36	61.05%
100-760-460100	Cir Clk/States Atty	\$ 160,000.00	\$ 12,944.08	\$ 96,406.85	\$ 63,593.15	60.25%
100-760-460200	Municipal Ordinance Violations	\$ 50,000.00	\$ 755.00	\$ 59,601.26	\$ (9,601.26)	119.20%
100-760-460300	Warrants	\$ 5,000.00	\$ 630.00	\$ 2,738.00	\$ 2,262.00	54.76%
100-760-463700	Liquor Fines	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-463800	Tobacco Fines	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464000	Parking Tickets	\$ 30,000.00	\$ 3,733.50	\$ 12,220.29	\$ 17,779.71	40.73%
100-760-464100	False Alarm Fee	\$ 3,500.00	\$ -	\$ 2,400.00	\$ 1,100.00	68.57%
100-760-464300	Seizures And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464400	Dui Surcharge	\$ 12,500.00	\$ 250.02	\$ 9,023.34	\$ 3,476.66	72.19%
100-760-464500	Towing/Storage/Impound Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464600	Court Supervision Fines	\$ 7,000.00	\$ 21.06	\$ 743.73	\$ 6,256.27	10.62%
100-760-494100	Restitution	\$ -	\$ -	\$ 0.24	\$ (0.24)	0.00%
	Fines And Forfeitures	\$ 268,000.00	\$ 18,333.66	\$ 183,133.71	\$ 84,866.29	68.33%
100-760-450700	Rental Property Registration	\$ 7,600.00	\$ 150.00	\$ 8,200.00	\$ (600.00)	107.89%
	Licenses And Permits	\$ 7,600.00	\$ 150.00	\$ 8,200.00	\$ (600.00)	107.89%
100-760-454900	Foundation Donations	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493001	Crime Prevention Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493100	Dare Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493500	Canine Unit Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493700	Bike Program Contribution	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493900	Sex Offender Registration	\$ 2,000.00	\$ 80.00	\$ 1,445.00	\$ 555.00	72.25%
100-760-494000	State Iron Eagle Revenue	\$ 5,000.00	\$ -	\$ 1,895.36	\$ 3,104.64	37.91%
100-760-494001	Federal Iron Eagle Revenue	\$ 10,000.00	\$ -	\$ 876.47	\$ 9,123.53	8.76%
100-760-494200	Range Instructor Reimbursement	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-494300	Explorer	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-495600	Insurance Reimbursements	\$ -	\$ 80,085.63	\$ 84,819.19	\$ (84,819.19)	0.00%
100-760-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-499403	Unclaimed Evidence	\$ -	\$ -	\$ 20.98	\$ (20.98)	0.00%
100-760-499404	Sale Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-499600	Sale Of Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-499800	Miscellaneous Receipts	\$ -	\$ (62,118.18)	\$ 3,223.53	\$ (3,223.53)	0.00%
100-760-499802	Cash Over/short	\$ -	\$ -	\$ 20.00	\$ (20.00)	0.00%
	Other Revenue	\$ 17,000.00	\$ 18,047.45	\$ 92,300.53	\$ (75,300.53)	542.94%
760	Police Revenue	\$ 431,400.00	\$ 67,306.79	\$ 387,072.89	\$ 44,327.11	89.72%
100-761-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-761-511600	Salary: All Personnel	\$ 3,458,278.00	\$ 238,510.05	\$ 2,544,474.44	\$ 913,803.56	73.58%
100-761-515000	Overtime	\$ 225,000.00	\$ 17,954.95	\$ 207,915.70	\$ 17,084.30	92.41%
100-761-515500	Vacation Pay	\$ -	\$ 11,558.50	\$ 240,278.69	\$ (240,278.69)	0.00%
100-761-515600	Holiday Pay	\$ 113,935.00	\$ 552.00	\$ 126,785.46	\$ (12,850.46)	111.28%
100-761-515800	Sick Pay	\$ -	\$ 5,018.23	\$ 111,582.51	\$ (111,582.51)	0.00%
100-761-515900	Injury Pay	\$ -	\$ 25,895.76	\$ 145,696.91	\$ (145,696.91)	0.00%
100-761-517000	Oasdi/city Share 6.2%	\$ 3,179.00	\$ 588.15	\$ 6,088.97	\$ (2,909.97)	191.54%
100-761-517001	Medicare/city Share 1.45%	\$ 52,261.00	\$ 4,078.21	\$ 46,996.17	\$ 5,264.83	89.93%
100-761-517401	IMRF	\$ 5,984.00	\$ 996.88	\$ 10,780.53	\$ (4,796.53)	180.16%
100-761-517403	Employer Pension Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-518000	Group Insurance	\$ 1,143,354.00	\$ 77,739.73	\$ 724,999.20	\$ 418,354.80	63.41%
100-761-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-518300	Workers Comp Insurance	\$ 205,108.00	\$ -	\$ 185,815.82	\$ 19,292.18	90.59%
100-761-518900	Uniform Allowance	\$ 45,700.00	\$ 1,897.58	\$ 66,020.95	\$ (20,320.95)	144.47%
100-761-554300	Tools & Uniforms	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00%
100-761-559000	Medical Expense/supplies	\$ 1,125.00	\$ -	\$ 2,020.00	\$ (895.00)	179.56%
	Personnel	\$ 5,254,224.00	\$ 384,790.04	\$ 4,419,455.35	\$ 834,768.65	84.11%
100-761-519000	Training And Education	\$ 40,800.00	\$ 9,716.16	\$ 26,411.15	\$ 14,388.85	64.73%
	Training & Education	\$ 40,800.00	\$ 9,716.16	\$ 26,411.15	\$ 14,388.85	64.73%
100-761-520200	Office Supplies	\$ 3,600.00	\$ 372.45	\$ 2,527.78	\$ 1,072.22	70.22%
100-761-520201	Live-scan Deposit Account	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-761-520400	Postage	\$ 1,100.00	\$ 110.83	\$ 1,010.81	\$ 89.19	91.89%
100-761-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-522400	General Supplies	\$ 3,240.00	\$ 222.04	\$ 7,259.34	\$ (4,019.34)	224.05%
100-761-525000	Police Ammunition	\$ 17,000.00	\$ -	\$ 1,935.96	\$ 15,064.04	11.39%
100-761-529000	Equipment	\$ 4,575.00	\$ 661.58	\$ 14,542.00	\$ (9,967.00)	317.86%
100-761-556100	Gasoline/diesel Fuel	\$ 68,500.00	\$ 6,839.00	\$ 72,982.26	\$ (4,482.26)	106.54%
	Supplies & Materials	\$ 99,015.00	\$ 8,205.90	\$ 100,258.15	\$ (1,243.15)	101.26%
100-761-518100	Liability Insurance Premiums	\$ 97,365.00	\$ -	\$ 94,264.00	\$ 3,101.00	96.82%
100-761-520905	Public Safety Dispatching Fee	\$ 638,894.00	\$ -	\$ 638,896.00	\$ (2.00)	100.00%
100-761-524000	Lease/rental Of Equipment	\$ -	\$ 127.71	\$ 7,472.55	\$ (7,472.55)	0.00%
100-761-534000	Automotive Expense	\$ 130,000.00	\$ 12,840.79	\$ 82,072.44	\$ 47,927.56	63.13%
100-761-534101	Vehicle Towage	\$ 1,320.00	\$ -	\$ -	\$ 1,320.00	0.00%
100-761-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-538000	Maintenance Agreements	\$ 1,500.00	\$ -	\$ 1,105.98	\$ 394.02	73.73%
100-761-550100	Utilities	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-551600	Dues And Subscriptions	\$ 16,775.00	\$ 450.00	\$ 10,062.00	\$ 6,713.00	59.98%
100-761-555000	Radio Expense	\$ 21,250.00	\$ 1,248.65	\$ 16,276.42	\$ 4,973.58	76.59%
100-761-555200	Radar Expense	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00	0.00%
100-761-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-566000	Jail Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-566700	Care Of Stray Animals	\$ 45,046.00	\$ 7,507.66	\$ 30,030.64	\$ 15,015.36	66.67%
100-761-569000	Other Contractual Service	\$ 3,400.00	\$ 123.35	\$ 7,136.75	\$ (3,736.75)	209.90%
100-761-592100	Auxiliary Police	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592300	Explorer Post	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592500	Crime Prevention Expense	\$ 5,000.00	\$ 259.94	\$ 1,762.43	\$ 3,237.57	35.25%
100-761-592601	Dare Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592602	Canine Unit	\$ 4,000.00	\$ 63.56	\$ 680.65	\$ 3,319.35	17.02%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-761-592604	Emergency Services Team	\$ 17,004.00	\$ 50.00	\$ 8,752.70	\$ 8,251.30	51.47%
100-761-592605	Bike Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592606	Dui Enforcement	\$ 12,000.00	\$ 2,000.00	\$ 7,462.10	\$ 4,537.90	62.18%
100-761-592608	Court Supervision Funded Exp	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	0.00%
100-761-592609	Warrant Expense	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
100-761-592700	Shooting Range	\$ 750.00	\$ -	\$ 87.14	\$ 662.86	11.62%
100-761-592900	Iron Eagle Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-598100	Public Relations	\$ 500.00	\$ -	\$ 2,017.12	\$ (1,517.12)	403.42%
100-761-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 1,017,004.00	\$ 24,671.66	\$ 908,078.92	\$ 108,925.08	89.29%
100-761-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-587001	Lease/Purchase Equipmen	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	0.00%
100-761-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ 567.88	\$ (67.88)	113.58%
100-761-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 1,700.00	\$ -	\$ 567.88	\$ 1,132.12	33.40%
100-761-551000	Printing And Publications	\$ 1,300.00	\$ -	\$ 2,253.99	\$ (953.99)	173.38%
100-761-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-557200	License And Inspection Fees	\$ 2,625.00	\$ 453.00	\$ 1,359.00	\$ 1,266.00	51.77%
100-761-590600	Bank/Credit Card Charges	\$ 600.00	\$ 58.29	\$ 583.72	\$ 16.28	97.29%
100-761-592400	E Citation Allowable Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-595000	Reimbursement - Personal	\$ 500.00	\$ -	\$ 88.59	\$ 411.41	17.72%
100-761-599000	Miscellaneous	\$ 2,000.00	\$ -	\$ 91.90	\$ 1,908.10	4.60%
100-761-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 7,025.00	\$ 511.29	\$ 4,377.20	\$ 2,647.80	62.31%
100-761-520900	Transfer To Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
761	Police Patrol	\$ (6,419,768.00)	\$ (427,895.05)	\$ (5,459,148.65)	\$ (960,619.35)	85.04%
100-763-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-511600	Salary: All Personnel	\$ 909,845.00	\$ 68,839.37	\$ 869,665.40	\$ 40,179.60	95.58%
100-763-515000	Overtime	\$ 75,750.00	\$ 6,345.31	\$ 57,133.10	\$ 18,616.90	75.42%
100-763-515500	Vacation Pay	\$ -	\$ 2,996.00	\$ 72,249.53	\$ (72,249.53)	0.00%
100-763-515600	Holiday Pay	\$ 28,527.00	\$ -	\$ 35,469.54	\$ (6,942.54)	124.34%
100-763-515800	Sick Pay	\$ -	\$ 586.40	\$ 10,314.02	\$ (10,314.02)	0.00%
100-763-515900	Injury Pay	\$ -	\$ -	\$ 6,368.88	\$ (6,368.88)	0.00%
100-763-517000	Oasdi/city Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-517001	Medicare/city Share 1.45%	\$ 14,291.00	\$ 1,135.91	\$ 14,966.77	\$ (675.77)	104.73%
100-763-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-518000	Group Insurance	\$ 251,800.00	\$ 20,165.02	\$ 238,077.05	\$ 13,722.95	94.55%
100-763-518300	Workers Comp Insurance	\$ 776.00	\$ -	\$ -	\$ 776.00	0.00%
100-763-518900	Uniform Allowance	\$ 12,100.00	\$ -	\$ -	\$ 12,100.00	0.00%
	Personnel	\$ 1,293,089.00	\$ 100,068.01	\$ 1,304,244.29	\$ (11,155.29)	100.86%
100-763-519000	Training And Education	\$ 13,000.00	\$ 1,079.00	\$ 2,195.67	\$ 10,804.33	16.89%
	Training & Education	\$ 13,000.00	\$ 1,079.00	\$ 2,195.67	\$ 10,804.33	16.89%
100-763-520200	Office Supplies	\$ 2,400.00	\$ 49.98	\$ 861.96	\$ 1,538.04	35.92%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-763-520400	Postage	\$ 120.00	\$ -	\$ 35.12	\$ 84.88	29.27%
100-763-522000	Photographic Supplies	\$ 600.00	\$ -	\$ -	\$ 600.00	0.00%
100-763-522400	General Supplies	\$ 2,500.00	\$ -	\$ 371.86	\$ 2,128.14	14.87%
100-763-529000	Equipment	\$ 1,980.00	\$ -	\$ 1,685.51	\$ 294.49	85.13%
100-763-556100	Gasoline/diesel Fuel	\$ 10,000.00	\$ 47.25	\$ 4,442.31	\$ 5,557.69	44.42%
	Supplies & Materials	\$ 17,600.00	\$ 97.23	\$ 7,396.76	\$ 10,203.24	42.03%
100-763-518100	Liability Insurance Premiums	\$ 736.00	\$ -	\$ -	\$ 736.00	0.00%
100-763-524000	Lease/rental Of Equipment	\$ 980.00	\$ 255.42	\$ 3,557.64	\$ (2,577.64)	363.02%
100-763-534000	Automotive Expense	\$ 4,000.00	\$ 650.00	\$ 3,082.20	\$ 917.80	77.06%
100-763-534101	Vehicle Towage	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-538000	Maintenance Agreements	\$ 2,400.00	\$ -	\$ 1,852.57	\$ 547.43	77.19%
100-763-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-551600	Dues And Subscriptions	\$ 3,000.00	\$ -	\$ 1,831.84	\$ 1,168.16	61.06%
100-763-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-592600	Special Investigations Exp	\$ 7,500.00	\$ -	\$ 4,325.00	\$ 3,175.00	57.67%
100-763-592603	Multi-county Narcotics Exp	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-592800	Polygraph Exam	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-592900	Iron Eagle Expenses	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-763-592901	Federal Iron Eagle Expense	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-763-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 28,616.00	\$ 905.42	\$ 14,649.25	\$ 13,966.75	51.19%
100-763-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-551000	Printing And Publications	\$ 200.00	\$ -	\$ 75.00	\$ 125.00	37.50%
100-763-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-557200	License And Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-595000	Reimbursement - Personal	\$ 100.00	\$ -	\$ 50.97	\$ 49.03	50.97%
100-763-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-599802	Computer Hardware	\$ -	\$ -	\$ 124.98	\$ (124.98)	0.00%
	Other Expenditures	\$ 300.00	\$ -	\$ 250.95	\$ 49.05	83.65%
763	Special Services	\$ (1,352,605.00)	\$ (102,149.66)	\$ (1,328,736.92)	\$ (23,868.08)	98.24%
100-764-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-511600	Salary: All Personnel	\$ 305,337.00	\$ 22,976.19	\$ 230,996.67	\$ 74,340.33	75.65%
100-764-515000	Overtime	\$ 24,216.00	\$ 1,179.76	\$ 9,038.66	\$ 15,177.34	37.33%
100-764-515500	Vacation Pay	\$ -	\$ 1,061.74	\$ 21,169.09	\$ (21,169.09)	0.00%
100-764-515600	Holiday Pay	\$ -	\$ -	\$ 15,328.30	\$ (15,328.30)	0.00%
100-764-515800	Sick Pay	\$ -	\$ 372.00	\$ 4,671.80	\$ (4,671.80)	0.00%
100-764-517000	Oasdi/city Share 6.2%	\$ 20,432.00	\$ 1,536.33	\$ 16,921.84	\$ 3,510.16	82.82%
100-764-517001	Medicare/city Share 1.45%	\$ 4,779.00	\$ 359.30	\$ 3,957.53	\$ 821.47	82.81%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-764-517401	IMRF	\$ 38,459.00	\$ 2,996.56	\$ 32,534.88	\$ 5,924.12	84.60%
100-764-518000	Group Insurance	\$ 80,885.00	\$ 6,064.92	\$ 61,275.24	\$ 19,609.76	75.76%
100-764-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-518300	Workers Comp Insurance	\$ 776.00	\$ -	\$ -	\$ 776.00	0.00%
100-764-554300	Uniforms And Tools	\$ 1,500.00	\$ -	\$ 777.26	\$ 722.74	51.82%
100-764-557200	License & Inspection Fees	\$ -	\$ -	\$ 15.50	\$ (15.50)	0.00%
100-764-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 476,384.00	\$ 36,546.80	\$ 396,686.77	\$ 79,697.23	83.27%
100-764-519000	Training And Education	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Training & Education	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-764-520200	Office Supplies	\$ 2,400.00	\$ 332.53	\$ 966.40	\$ 1,433.60	40.27%
100-764-520400	Postage	\$ 4,008.00	\$ 408.95	\$ 3,908.81	\$ 99.19	97.53%
100-764-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 6,408.00	\$ 741.48	\$ 4,875.21	\$ 1,532.79	76.08%
100-764-518100	Liability Insurance Premiums	\$ 736.00	\$ -	\$ -	\$ 736.00	0.00%
100-764-520500	Rim System Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-524000	Lease/rental Of Equipment	\$ 490.00	\$ 127.71	\$ 1,315.56	\$ (825.56)	268.48%
100-764-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-538000	Maintenance Agreements	\$ 2,496.00	\$ -	\$ 1,879.30	\$ 616.70	75.29%
100-764-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 3,722.00	\$ 127.71	\$ 3,194.86	\$ 527.14	85.84%
100-764-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-551000	Printing And Publications	\$ 1,608.00	\$ -	\$ -	\$ 1,608.00	0.00%
100-764-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,608.00	\$ -	\$ -	\$ 1,608.00	0.00%
100-764-520900	Transfer To Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
764	Police Records	\$ (489,122.00)	\$ (37,415.99)	\$ (404,756.84)	\$ (84,365.16)	82.75%
100-766-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-511600	Salary: All Personnel	\$ 115,000.00	\$ 3,827.20	\$ 35,967.74	\$ 79,032.26	31.28%
100-766-515000	Overtime	\$ -	\$ -	\$ 430.56	\$ (430.56)	0.00%
100-766-515500	Vacation Pay	\$ -	\$ -	\$ 1,714.72	\$ (1,714.72)	0.00%
100-766-515600	Holiday Pay	\$ -	\$ -	\$ 1,527.12	\$ (1,527.12)	0.00%
100-766-515800	Sick Pay	\$ -	\$ -	\$ 1,075.46	\$ (1,075.46)	0.00%
100-766-517000	Oasdi/city Share 6.2%	\$ 7,130.00	\$ 237.28	\$ 2,524.32	\$ 4,605.68	35.40%
100-766-517001	Medicare/city Share 1.45%	\$ 1,668.00	\$ 55.50	\$ 590.39	\$ 1,077.61	35.40%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-766-517401	IMRF	\$ 13,421.00	\$ 448.16	\$ 4,753.07	\$ 8,667.93	35.42%
100-766-518000	Group Insurance	\$ 37,050.00	\$ -	\$ -	\$ 37,050.00	0.00%
100-766-518300	Workers Comp Insurance	\$ 1,117.00	\$ -	\$ 2,376.96	\$ (1,259.96)	212.80%
100-766-554300	Uniforms And Tools	\$ 1,000.00	\$ -	\$ 152.00	\$ 848.00	15.20%
100-766-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 176,386.00	\$ 4,568.14	\$ 51,112.34	\$ 125,273.66	28.98%
100-766-519000	Training And Education	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Training & Education	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-766-520200	Office Supplies	\$ 500.00	\$ -	\$ 212.50	\$ 287.50	42.50%
100-766-520400	Postage	\$ 1,000.00	\$ 22.09	\$ 57.80	\$ 942.20	5.78%
100-766-522400	General Supplies	\$ 1,000.00	\$ -	\$ 49.85	\$ 950.15	4.99%
100-766-529000	Equipment	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-766-556100	Gasoline/diesel Fuel	\$ 1,000.00	\$ -	\$ 131.00	\$ 869.00	13.10%
	Supplies & Materials	\$ 4,500.00	\$ 22.09	\$ 451.15	\$ 4,048.85	10.03%
100-766-518100	Liability Insurance Premiums	\$ 2,119.00	\$ -	\$ 1,969.00	\$ 150.00	92.92%
100-766-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-534000	Automotive Expense	\$ -	\$ -	\$ 552.50	\$ (552.50)	0.00%
100-766-534101	Vehicle Towage	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-536100	Property Cleanup Fees	\$ 50,000.00	\$ -	\$ 17,350.22	\$ 32,649.78	34.70%
100-766-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-569000	Other Contractual Service	\$ -	\$ -	\$ 350.00	\$ (350.00)	0.00%
100-766-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 52,119.00	\$ -	\$ 20,221.72	\$ 31,897.28	38.80%
100-766-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-587001	Lease/Purchase Equipmen	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
766	Parking Enforcem	\$ (235,005.00)	\$ (4,590.23)	\$ (71,785.21)	\$ (163,219.79)	30.55%
100-793-425000	Prelim Plat Review Filing	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-425100	Final Plat Review Filing	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-426500	ZBA Waiver Request Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-427000	Plan Review Services	\$ -	\$ 200.00	\$ 200.00	\$ (200.00)	0.00%
100-793-450700	Rental Proprrty Registr Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-451000	Copy Money/Accidents etc	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-451300	Certification Signatures	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-451400	Electrical Inspection Fee	\$ -	\$ 626.00	\$ 734.00	\$ (734.00)	0.00%
100-793-451700	Property Cleanup Fees	\$ 21,100.00	\$ -	\$ 1,585.69	\$ 19,514.31	7.52%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-793-451900	Sales - Ordinances & Maps	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-458700	Code Inspections	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 21,100.00	\$ 826.00	\$ 2,519.69	\$ 18,580.31	11.94%
100-793-463600	Code Violation Fines	\$ -	\$ -	\$ 20.00	\$ (20.00)	0.00%
100-793-464500	Towing/storage Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ 20.00	\$ (20.00)	0.00%
100-793-420500	Hvac License	\$ 13,400.00	\$ (1,000.00)	\$ 6,000.00	\$ 7,400.00	44.78%
100-793-420800	Electrical Contractors License	\$ 11,967.00	\$ (600.00)	\$ 6,900.00	\$ 5,067.00	57.66%
100-793-423000	Home Occupation License	\$ 1,810.00	\$ -	\$ 1,265.00	\$ 545.00	69.89%
100-793-425500	Hvac Permit	\$ 24,550.00	\$ 410.00	\$ 12,586.00	\$ 11,964.00	51.27%
100-793-425600	House Movers Permit	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-425700	Special Use Permit	\$ 2,250.00	\$ 50.00	\$ 2,950.00	\$ (700.00)	131.11%
100-793-425800	Application Fee	\$ -	\$ 135.00	\$ 1,050.00	\$ (1,050.00)	0.00%
100-793-426000	Electrical Permits	\$ 15,312.00	\$ 1,280.00	\$ 11,961.00	\$ 3,351.00	78.12%
100-793-426100	Enterprise Zone Fee	\$ -	\$ 637.45	\$ 1,849.95	\$ (1,849.95)	0.00%
100-793-426400	Building And Rezoning Permit	\$ 105,752.00	\$ 1,620.00	\$ 37,653.00	\$ 68,099.00	35.61%
100-793-451200	Plumbing Permits	\$ 13,235.00	\$ (108.00)	\$ 13,845.00	\$ (610.00)	104.61%
	Licenses And Permits	\$ 188,276.00	\$ 2,424.45	\$ 96,059.95	\$ 92,216.05	51.02%
100-793-490500	Lien File & Release Fees	\$ -	\$ -	\$ 116.45	\$ (116.45)	0.00%
100-793-498900	Non Sufficient Funds Fee	\$ -	\$ 25.00	\$ 25.00	\$ (25.00)	0.00%
100-793-499800	Miscellaneous Receipts	\$ 3,510.00	\$ -	\$ 64.00	\$ 3,446.00	1.82%
100-793-499802	Cash Over/short	\$ -	\$ -	\$ 1.00	\$ (1.00)	0.00%
	Other Revenue	\$ 3,510.00	\$ 25.00	\$ 206.45	\$ 3,303.55	5.88%
100-793-511600	Salary: All Personnel	\$ -	\$ -	\$ 19,921.28	\$ (19,921.28)	0.00%
100-793-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-515500	Vacation Pay	\$ -	\$ -	\$ 10,425.26	\$ (10,425.26)	0.00%
100-793-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-517000	Oasdi/city Share 6.2%	\$ -	\$ -	\$ 1,871.69	\$ (1,871.69)	0.00%
100-793-517001	Medicare/city Share 1.45%	\$ -	\$ -	\$ 437.76	\$ (437.76)	0.00%
100-793-517401	IMRF	\$ -	\$ -	\$ 2,199.86	\$ (2,199.86)	0.00%
100-793-518000	Group Insurance	\$ 20,952.00	\$ -	\$ 1,302.19	\$ 19,649.81	6.22%
100-793-518200	Unemployment Insurance	\$ -	\$ -	\$ 14,036.00	\$ (14,036.00)	0.00%
100-793-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-554300	Uniforms And Tools	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 20,952.00	\$ -	\$ 50,194.04	\$ (29,242.04)	239.57%
100-793-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-520200	Office Supplies	\$ 500.00	\$ -	\$ 81.35	\$ 418.65	16.27%
100-793-520400	Postage	\$ 2,000.00	\$ 31.91	\$ 548.17	\$ 1,451.83	27.41%
100-793-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-556100	Gasoline/diesel Fuel	\$ -	\$ 35.25	\$ 791.25	\$ (791.25)	0.00%
	Supplies & Materials	\$ 2,500.00	\$ 67.16	\$ 1,420.77	\$ 1,079.23	56.83%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-793-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-534000	Automotive Expense	\$ -	\$ 390.00	\$ 2,795.00	\$ (2,795.00)	0.00%
100-793-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-536100	Property Cleanup Fees	\$ -	\$ 674.12	\$ 674.12	\$ (674.12)	0.00%
100-793-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-560500	Consulting Services	\$ 272,000.00	\$ 15,137.70	\$ 138,099.41	\$ 133,900.59	50.77%
100-793-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-562500	Demolition	\$ -	\$ -	\$ (4,990.00)	\$ 4,990.00	0.00%
100-793-569000	Other Contractual Service	\$ 55,000.00	\$ 3,375.00	\$ 19,513.28	\$ 35,486.72	35.48%
100-793-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 327,000.00	\$ 19,576.82	\$ 156,091.81	\$ 170,908.19	47.73%
100-793-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-551000	Printing And Publications	\$ 5,000.00	\$ -	\$ 958.48	\$ 4,041.52	19.17%
100-793-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-557200	License And Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-593300	Lien Filing Fee	\$ 1,000.00	\$ 94.80	\$ 379.20	\$ 620.80	37.92%
100-793-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 6,000.00	\$ 94.80	\$ 1,337.68	\$ 4,662.32	22.29%
793	Inspections	\$ (143,566.00)	\$ (16,463.33)	\$ (110,238.21)	\$ (33,327.79)	76.79%
100-990-410100	Real Estate Tax	\$ 427,500.00	\$ -	\$ 453,273.13	\$ (25,773.13)	106.03%
100-990-410900	Use Tax	\$ 935,000.00	\$ 143,731.66	\$ 1,222,060.15	\$ (287,060.15)	130.70%
100-990-411000	Municipal Sales Tax	\$ 4,823,750.00	\$ 458,677.95	\$ 4,640,974.78	\$ 182,775.22	96.21%
100-990-411004	Home Rule Sales Tax	\$ 4,908,750.00	\$ 475,466.99	\$ 4,817,370.98	\$ 91,379.02	98.14%
100-990-412000	Replacement P/p Tax - State	\$ 1,375,000.00	\$ -	\$ 787,933.35	\$ 587,066.65	57.30%
100-990-412200	Pull Tab/jar Game Tax	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-412300	Video Gaming Tax	\$ 361,250.00	\$ 26,776.98	\$ 225,074.58	\$ 136,175.42	62.30%
100-990-413000	Illinois Income Tax	\$ 3,349,711.00	\$ 382,180.52	\$ 3,225,063.77	\$ 124,647.23	96.28%
100-990-413001	Illinois Income Tax Surch	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-414100	Food & Beverage Tax	\$ 1,168,750.00	\$ 178,078.63	\$ 997,121.86	\$ 171,628.14	85.32%
100-990-414200	Packaged Liquor Tax	\$ 151,300.00	\$ 20,650.14	\$ 165,756.28	\$ (14,456.28)	109.55%
100-990-455002	Municipal Telecommunicatns	\$ 525,000.00	\$ 30,395.83	\$ 368,328.28	\$ 156,671.72	70.16%
100-990-496100	RE Tax Clearing Acct	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-496200	PPRT Tax Clearing Acct	\$ -	\$ (22,528.69)	\$ 0.01	\$ (0.01)	0.00%
	Taxes	\$ 18,026,011.00	\$ 1,693,430.01	\$ 16,902,957.17	\$ 1,123,053.83	93.77%
100-990-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-442600	State Grants	\$ -	\$ 68,900.00	\$ 2,189,281.00	\$ (2,189,281.00)	0.00%
100-990-442700	County Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ 68,900.00	\$ 2,189,281.00	\$ (2,189,281.00)	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-451900	Sales - Ordinances & Maps	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-455001	Ameren Gas Franchise	\$ 250,000.00	\$ 23,346.67	\$ 232,696.70	\$ 17,303.30	93.08%
100-990-455003	Franchise Fee - Cable Tv	\$ 430,000.00	\$ -	\$ 283,745.85	\$ 146,254.15	65.99%
100-990-455004	Good Energy Revenue	\$ 80,750.00	\$ -	\$ 67,333.62	\$ 13,416.38	83.39%
100-990-458000	TC3 Service Fee	\$ 50,000.00	\$ 4,166.67	\$ 33,333.36	\$ 16,666.64	66.67%
	Fees/Charges For Service	\$ 810,750.00	\$ 27,513.34	\$ 617,109.53	\$ 193,640.47	76.12%
100-990-414002	Impound Fees	\$ 80,000.00	\$ 4,705.95	\$ 50,643.18	\$ 29,356.82	63.30%
100-990-463500	Late Payment Penalty	\$ 2,500.00	\$ 51.69	\$ 1,794.42	\$ 705.58	71.78%
100-990-463600	Interest Charge	\$ -	\$ 10.34	\$ 10.34	\$ (10.34)	0.00%
	Fines And Forfeitures	\$ 82,500.00	\$ 4,767.98	\$ 52,447.94	\$ 30,052.06	63.57%
100-990-490100	Interest Earnings	\$ 100,000.00	\$ 12,421.25	\$ 75,980.71	\$ 24,019.29	75.98%
100-990-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-492300	Bond Credits	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 100,000.00	\$ 12,421.25	\$ 75,980.71	\$ 24,019.29	75.98%
100-990-454500	Other Contractual Revenue	\$ -	\$ 998.78	\$ 6,750.70	\$ (6,750.70)	0.00%
100-990-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-491300	Prorated Re Tax/City Prop	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ 50.00	\$ (50.00)	0.00%
100-990-499150	Suits And Settlements	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499201	Human Rights Contributions	\$ -	\$ -	\$ 20.70	\$ (20.70)	0.00%
100-990-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499520	Unclaimed Grant Money	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499800	Miscellaneous Receipts	\$ 5,000.00	\$ -	\$ 7,684.53	\$ (2,684.53)	153.69%
	Other Revenue	\$ 5,000.00	\$ 998.78	\$ 14,505.93	\$ (9,505.93)	290.12%
100-990-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440223	Transfer From Solid Waste	\$ 350,000.00	\$ -	\$ -	\$ 350,000.00	0.00%
100-990-440231	Transfer From Sewerage	\$ 860,000.00	\$ -	\$ 860,000.00	\$ -	100.00%
100-990-440232	Transfer From Storm Water	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440240	Transfer From Motor Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440270	Transfer from TIF I	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440445	Transfer From Capital Projects	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440501	Transfer From School Bus	\$ 873,000.00	\$ -	\$ 1,213,099.00	\$ (340,099.00)	138.96%
100-990-440525	Transfer from Airport	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440570	Transfer from Econ Development	\$ -	\$ -	\$ 225,000.00	\$ (225,000.00)	0.00%
100-990-440695	Transfer from Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440800	Transfer from Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440900	Transfer From Tpec	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440924	Contribution from Library	\$ 15,000.00	\$ -	\$ 11,250.00	\$ 3,750.00	75.00%
100-990-499850	Allocated Cost Reimbursements	\$ -	\$ 37.80	\$ 348.23	\$ (348.23)	0.00%
	Transfers From Other Funds	\$ 2,098,000.00	\$ 37.80	\$ 2,309,697.23	\$ (211,697.23)	110.09%
100-990-599997	Payroll Increase Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-520200	Office Supplies	\$ 3,500.00	\$ -	\$ 3,802.88	\$ (302.88)	108.65%
100-990-520400	Postage	\$ 1,500.00	\$ (990.98)	\$ (2,404.64)	\$ 3,904.64	-160.31%
100-990-529000	Equipment	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Supplies & Materials	\$ 10,000.00	\$ (990.98)	\$ 1,398.24	\$ 8,601.76	13.98%
100-990-511500	Economic Assistance	\$ -	\$ 70,200.00	\$ 722,800.00	\$ (722,800.00)	0.00%
100-990-524000	Lease/rental Of Equipment	\$ 1,500.00	\$ 127.71	\$ 1,855.56	\$ (355.56)	123.70%
100-990-538000	Maintenance Agreements	\$ 7,750.00	\$ -	\$ 4,500.05	\$ 3,249.95	58.07%
100-990-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-560100	Auditing Fees	\$ 50,000.00	\$ 4,251.71	\$ 39,426.30	\$ 10,573.70	78.85%
100-990-565900	Citylink Contract	\$ 205,000.00	\$ 52,500.00	\$ 139,166.67	\$ 65,833.33	67.89%
100-990-568100	Home Rule Tax Rebate	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-569000	Other Contractual Service	\$ 20,000.00	\$ 279.85	\$ 10,803.90	\$ 9,196.10	54.02%
100-990-590900	Police And Fire Commission	\$ 7,750.00	\$ 600.00	\$ 13,594.18	\$ (5,844.18)	175.41%
	Contractual Services	\$ 292,000.00	\$ 127,959.27	\$ 932,146.66	\$ (640,146.66)	319.23%
100-990-580200	Land Purchase	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-590600	Bank Charges	\$ 2,500.00	\$ 204.40	\$ 2,018.57	\$ 481.43	80.74%
100-990-590905	Human Rights Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-593700	Reconciliation Difference	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599000	Miscellaneous	\$ -	\$ 255.38	\$ 255.38	\$ (255.38)	0.00%
100-990-599002	IMRF Costs-ERI	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599700	Income Credit	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599999	Contingency	\$ 479,000.00	\$ -	\$ 22,771.88	\$ 456,228.12	4.75%
	Other Expenditures	\$ 481,500.00	\$ 459.78	\$ 25,045.83	\$ 456,454.17	5.20%
100-990-590400	Interest Paid	\$ 191,105.00	\$ 1,385.78	\$ 183,119.41	\$ 7,985.59	95.82%
100-990-591000	Bond Principal Retired	\$ 240,000.00	\$ -	\$ 240,000.00	\$ -	100.00%
100-990-591100	Bond Registrar Fees	\$ 1,850.00	\$ -	\$ 750.00	\$ 1,100.00	40.54%
100-990-591101	Bond Issuance Costs	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-591200	Note Principal Paid	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-591400	Loan payments	\$ 300,000.00	\$ 25,566.73	\$ 253,330.69	\$ 46,669.31	84.44%
	Debt Service	\$ 732,955.00	\$ 26,952.51	\$ 677,200.10	\$ 55,754.90	92.39%
100-990-520223	Transfer To Garbage	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520225	Transfer To Yardwaste	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520226	Transfer To Recycling	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520231	Transfer To Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520240	Transfer to MFT	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520261	Transfer To Hud	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520270	Transfer To Tif I	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520445	Transfer To Capital Projects	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00	0.00%
100-990-520500	Transfer To Municipal Bus	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520525	Transfer To Pekin Airport	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520570	Transfer To Economic Devel	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520695	Transfer To Insurance Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520699	Transfer To Vehicle Maint	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 10 - 10

Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-520800	Transfer to Library Debt	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520924	Transfer To Library Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520941	Transfer To Police Pension	\$ 58,322.00	\$ -	\$ -	\$ 58,322.00	0.00%
100-990-520944	Transfer To Fire Pension	\$ 296,992.00	\$ -	\$ -	\$ 296,992.00	0.00%
	Transfers To Other Funds	\$ 367,814.00	\$ -	\$ -	\$ 367,814.00	0.00%
990	General Operations	\$ 19,237,992.00	\$ 1,653,688.58	\$ 20,526,188.68	\$ (1,288,196.68)	106.70%
100	General Fund	\$ 357,289.00	\$ 197,483.13	\$ 4,165,696.03	\$ (3,808,407.03)	1165.92%
Revenue Total		\$ 23,169,116.00	\$ 2,092,647.33	\$ 24,138,752.04	\$ (969,636.04)	104.19%
Expense Total		\$ 22,811,827.00	\$ 1,895,164.20	\$ 19,973,056.01	\$ 2,838,770.99	87.56%
Grand Total		\$ 357,289.00	\$ 197,483.13	\$ 4,165,696.03	\$ (3,808,407.03)	1165.92%

Attachment: GF Rev vs Exp Pd 10 FY'21 (2573 : Financial Reports February FY2021)



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Receive and File Bid High Point Lane Storm Sewer Outfall Repairs

REQUIRED SIGNATURES

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

City Manager:
Date:

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

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222-8600
309.689-8092 – Fax

March 2021

Project No. 20200138

Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)

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

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Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)

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Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)

SECTION 00020 INVITATION TO BID

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as the "High Point Lane Storm Sewer Outfall Repairs" and is further described as follows:
1. Reconstructing storm sewer outfalls at three locations. The project includes slope stabilization, permanent erosion control countermeasures, debris removal, tree clearing, earthwork, manholes, storm sewers, riprap, landscaping, and all collateral work.

1.02 TYPE OF BID

- A. Bids for the Project will be on a unit price basis.

1.03 TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed bids for the Project will be received by City of Pekin, until 10:30 AM (prevailing time) on April 20th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.
- B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

- A. Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

- A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Information to Bidders.

00020-1

Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)

1.06 PERFORMANCE AND PAYMENT BONDS

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

1.07 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.08 RIGHT TO REJECT BIDS

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

1.09 AWARD

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

SECTION 00100 INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 10:30 AM (prevailing time) on April 20, 2021 and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the City of Pekin, 111 S. Capitol Street, Pekin, Illinois 61554. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the "Project", and the envelope shall bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another enveloped addressed to the OWNER at 111 S. Capitol Street, Pekin, Illinois.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No BIDDER may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawing and specifications including addenda. After Bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contractor price, with a corporate surety approved by the OWNER, will be required for the faithful

Performance of the Contract. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

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

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

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

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his Bid.

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

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

The OWNER reserves the right to reject all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible BIDDER after the Bid evaluation has been submitted to, and approved by the OWNER.

Local laws, ordinances, regulations, or procedures which are designed or operate to give local or in-state BIDDERS preference over other BIDDERS shall not be employed in evaluating Bids.

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

- Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

All questions about the meaning or intent of the Contract Documents shall be submitted Midwest Engineering Associates, Inc. (MWEA), 140 E. Washington Street, East Peoria, Illinois, 61611, in writing. Questions received less than five days prior to the date for opening of the Bids will not be answered.

Replies will be issued by Addenda mailed or delivered to all parties recorded by CBT, as having received the Bidding Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The CONTRACTOR (or any of his Subcontractors) shall permit representatives of the ENGINEER or OWNER access to any of the work prior or during construction. The CONTRACTOR (or any of his Subcontractors) shall also permit such representatives access to any books, documents, papers, and records of the CONTRACTOR (or any of his Subcontractors) which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

By submission of the Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other

BIDDER or to any competitor; and

3. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

Each person signing the Bid shall certify that:

- He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or
- He is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to items 1 through 3 in the paragraph above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to items 1 through 3 above.

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

The following procedures shall be followed when complaints arise:

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

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

- D. **Deferral of Procurement Action.** Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.
- E. **BIDDER Requirements.** Each BIDDER is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her Bid.

SECTION 00300**BID FORM**

PROJECT IDENTIFICATION (Project): High Point Lane Storm Sewer Outfall Repairs

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
4/16/21	1
4/20/21	2
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.



April 16th, 2021

RE: City of Pekin
 High Point Lane Storm Sewer Outfall Repairs
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20200138

ADDENDUM NO. 01

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. The bid opening date and time has been revised in accordance with the following:

Sealed bids for the Project will be received by City of Pekin, until 3:00 PM (prevailing time) on April 21st, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

Drawings

None

The following are answers to questions and/or clarifications that have been submitted through April 16th, 2021:

None

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager

Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)



April 20th, 2021

RE: City of Pekin
 High Point Lane Storm Sewer Outfall Repairs
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20200138

ADDENDUM NO. 02

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. Bid Form – Pages 00300 – 2 through 00300 – 3 have been revised per the following:

Page 00300 – 2; Revised STORM SEWER, CLASS A, TYPE 5, 15" quantity to 32 feet
 Page 00300 – 3; Revised TOPSOIL FURNISH AND PLACE, 4" quantity to 1,173 square feet
 Page 00300 – 3; Revised MULCH, METHOD 2 (PROCEDURE 3) quantity to 0.36 acre

Drawings

None

The following are answers to questions and/or clarifications that have been submitted through April 20th, 2021:

None

A COMPLETE SET OF UPDATED CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager

- d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	0.30	28,000.00	8,400.00
2	STORM SEWER REMOVAL	FOOT	51	0.01	0.51 ^{hrs}
3	EARTHWORK, COMPLETE	L. SUM	1	35,900.00	35,900.00
4	CLEARING, SPECIAL	L. SUM	1	12,000.00	12,000.00
5	CONCRETE COLLAR, SPECIAL	EACH	1	4,000.00	4,000.00
6	STORM SEWER, CLASS A, TYPE 2, 15"	FOOT	32	102.50	3,280.00
7	STORM SEWER, CLASS A, TYPE 5, 15"	FOOT	32	104.50	3,344.00
8	STORM SEWER, CLASS A, TYPE 3, 24"	EACH	22	158.50	3,487.00
9	STORM SEWER, CLASS A, TYPE 5, 24"	FOOT	38	131.00	4,978.00
10	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	2	13,500.00	27,000.00
11	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND GRATE, SPECIAL	EACH	1	13,500.00	13,500.00
12	PRECAST REINFORCED CONCRETE FLARED END SECTION, 15"	EACH	1	1,400.00	1,400.00
13	PRECAST REINFORCED CONCRETE FLARED END SECTION, 24"	EACH	2	1,700.00	3,400.00
14	FILTER FABRIC	SQ. YD.	191	2.50	477.50
15	STONE RIPRAP, CLASS A5	TON	228	97.00	22,116.00

Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)

16	TOPSOIL FURNISH AND PLACE, 4"	SQ. YD.	1,173	<u>7.00</u>	<u>8,211.00</u>
17	SEEDING, CLASS 1B	ACRE	0.36	<u>2,650.00</u>	<u>954.00</u>
18	SEEDING, CLASS 3	ACRE	0.19	<u>3,000.00</u>	<u>570.00</u>
19	NITROGEN FERTILIZER NUTRIENTS	POUND	50	<u>1.00</u>	<u>50.00</u>
20	PHOSPHOROUS FERTILIZER NUTRIENTS	POUND	50	<u>1.00</u>	<u>50.00</u>
21	POTASSIUM FERTILIZER NUTRIENTS	POUND	50	<u>1.00</u>	<u>50.00</u>
22	MULCH, METHOD 2 (PROCEDURE 3)	ACRE	0.36	<u>1,550.00</u>	<u>558.00</u>
23	EROSION CONTROL BLANKET (SPECIAL)	SQ. YD.	889	<u>2.72</u>	<u>2,418.08</u>
24	AGGREGATE DITCH CHECK	EACH	1	<u>2,500.00</u>	<u>2,500.00</u>
25	TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE	MONTH	3	<u>1,250.00</u>	<u>3,750.00</u>
26	CONSTRUCTION LAYOUT AND STAKING	L. SUM	1	<u>3,400.00</u>	<u>3,400.00</u>
27	EROSION CONTROL, COMPLETE	L. SUM	1	<u>3,900.00</u>	<u>3,900.00</u>
28	MATERIALS TESTING	L. SUM	1	<u>2,500.00</u>	<u>2,500.00</u>
29	MOBILIZATION	L. SUM	1	<u>12,000.00</u>	<u>12,000.00</u>

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

\$ 184,194.09

(DOLLARS AND CENTS)

One hundred eighty-four thousand one hundred ninety-four and 09/100

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

5. All Work with respect to the Base Bid shall be substantially completed within 90 calendar days of the Notice To Proceeds commencement date.
6. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.
7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

If BIDDER is:

An Individual:

By N/A (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By N/A (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:

By Stark Excavating, Inc.
(Corporation Name)

Illinois
(State of Incorporation)

By *DM*
(Name of Person Authorized to Sign)

Vice President
(Title)

(Corporate Seal)

Attest *Sha Stager*
(Secretary)

Business address: 1805 W. Washington St.
Bloomington, IL 61701

Phone No.: 309-828-5034

A Joint Venture:

By *N/A*
(Name)

(Address)

By
(Name)

(Address)

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

Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)

BID BOND

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

BIDDER (Name and Address):

Stark Excavating, Inc.
1805 W. Washington St.

Bloomington, IL 61701

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

Berkley Insurance Company
475 Steamboat Rd.

Greenwich, CT 06830-7144

OWNER (Name and Address):

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

BID

Bid Due Date: April 20, 2021

Description (Project Name and Include Location): High Point Lane Storm Sewer Outfall Repairs

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): April 20, 2021

Penal sum Five Percent of Base Bid

(Words)

\$ 5% of Base Bid

(Figures)

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

BIDDER

Stark Excavating, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

David K. Stark, Jr.

Print Name

Vice President

Title

Attest:

Signature Ila J. Slagell

Secretary

Title

SURETY

Berkley Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Lucas Sherman

Print Name

Attorney-in-Fact

Title

Attest:

See attached Jurat

Signature

Title

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

DAMAGES FORM

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lucas Sherman of CoraMae, Inc. dba Insurance Risk Managers of Champaign, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of DECEMBER, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of DECEMBER, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. 20th day of April, 2021

Given under my hand and seal of the Company, this _____ day of _____, 2021

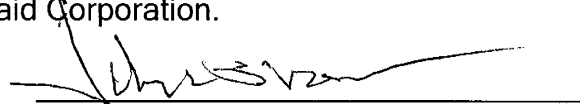
(Seal)

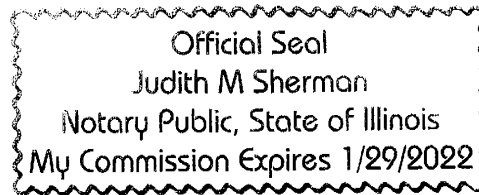
Vincent P. Forte

STATE OF: Illinois

COUNTY OF: Champaign

On this 20th day of April, 2021 personally appeared before me Judith M. Sherman, who being duly sworn did depose and say that Lucas Sherman is the attorney-in-fact of the **Berkley Insurance Company**, Wilmington, Delaware that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Judith M. Sherman acknowledged that Lucas Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.


Notary Public





Local Public Agency	County	Street Name/Road Name	Section Number

All contractors are required to complete the following certification

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

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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

SEE ATTACHED

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
Stark Excavating, Inc.		4-20-21
Title		
Vice President		
Address	City	State
1805 W. Washington St.	Bloomington	IL
		Zip Code
		61701

Instructions for BLR 12325 - Page 1 of 1

Instructions should not be included when the form is submitted.

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

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

Distribution:

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

Attachment: STARK EXCAVATING, INC. (2579 : Receive and File Bid High Point Lane Storm Sewer Outfall Repairs)



TAZEWELL County

K. Apprenticeship and Training Certification

1. Operators:
Operating Engineers Local 649
2. Laborers:
International Laborers Local 231
3. Carpenters:
Carpenters Local Union No. 193
4. Steel Work:
International Ass'n of Bridge, Structural, Ornamental & Reinforcement
Ironworker, Local 112
5. Finishers:
Operative Plasterers & Cement Mason Local 18
6. Teamsters
Teamsters Local No. 26
7. Plumbers
Plumbers Local No. 99



Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

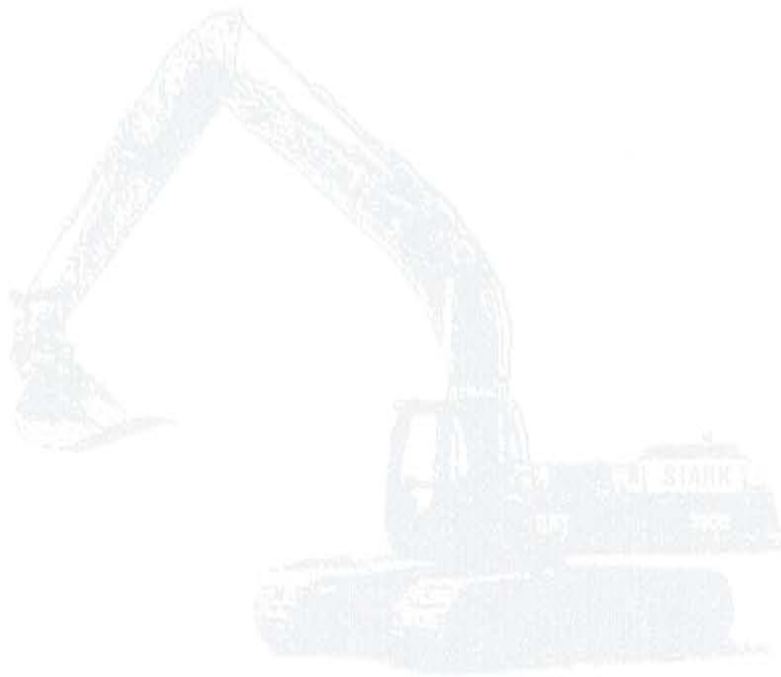
 President

 Secretary



SUBCONTRACTORS/ SUPPLIERS

- CENTRAL LANDSCAPING – SEEDING / EROSION BLANKET
- HOMER TREE SERVICE – TREE REMOVAL
- MIDWEST ENGINEERING – TESTING / LAYOUT
- COUNTY MATERIALS – CONCRETE PIPE / MANHOLES
- CASTINGS – CORE & MAIN





REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2964-20/21 Special Use Wilson Auto Sales 805-611 Derby Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: This is a special use petition submitted by Wilson Auto Sales for the sale of new or used automobiles in the B-3 General Business District at property located at 805-811 Derby Street. Ron Wilson, owner of Wilson Auto Sales currently located at 1525 S 2nd Street, is looking to purchase 805-811 Derby Street and relocate his existing used auto sales business there. The site is zoned B-3 which allows for used automobile sales but requires a special use. Surrounding zoning is B-3 but the land use to the north of this property is residential and therefore screening is required. There is an existing fence on the site that does provide some screening for the residence to the north. The applicant is proposing to have up to 22 parking spots for cars and/or up to 9 parking spots for trucks and 11 spots for cars. Access to the site is existing as is a building that will be used as a sales office and for minor automobile maintenance to for-sale vehicles. There will be no automobile repair or auto body work conducted on site. Hours of operation are proposed to be M-F 9:00 to 5:00 and 9:00 to 3:00 on Saturday. This site is the location of a former automobile related business and located in an area that is conducive to this type use. The petitioner has run a reputable business in a different location for a number of years so there is no reason to believe this site won't be operated in a similar fashion. The residential property owner who lives north of this site did appear at the Planning Commission hearing and stated that the previous owner had damaged the retaining wall that he constructed and wanted to make sure the new owner was careful not to do the same. The petitioner acknowledged this and indicated he would be the one moving the vehicles around and that it would be in his best interest as well for the wall to remain intact. Both parties agreed to work together and communicate and be "good neighbors" moving forward.

The Planning Commission voted 6-0 to recommend approval. Staff also recommends approval.

FINANCIAL IMPACT:

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

IMPACT IF APPROVED: Site is used as a used automobile sales lot

IMPACT IF DENIED: Site remains unoccupied.

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

4/21/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/22/2021

Date:

WHEREAS, Ron Wilson, owner of Wilson Auto Sales (“Petitioner”), is purchasing the property located at 805-811 Derby Street in the City of Pekin (the “Property”); and

WHEREAS, Petitioner currently operates Wilson’s Auto Sales at 1525 S. 2nd Street and would like to locate the business to the Property; and

WHEREAS, the Property is located in the B-3 General Business District, which allows sale of new and used automobiles as a special use. A copy of Petitioners’ Petition for Special Use is attached hereto as Exhibit A; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Planning Commission has recommended approval of the requested Special Use.

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

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

Section 2. The Special Use requested by Petitioner to allow the sale of new and used automobiles on the Property, as described and depicted in Exhibit A, is hereby approved.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



Matt Fick
Economic Development
Manager
111 S. Capitol Street
Pekin, Illinois 61554
mfick@ci.pekin.il.us
(309) 478-5355

To: Planning Commission Members

From: Matt Fick 

Re: April Planning Cases

Date: March 24, 2021

CASE SU 2021-02: A special use petition submitted by Wilson Auto Sales for the sale of new or used automobiles in the B-3 General Business District at property located at 805-811 Derby Street.

SUMMARY: Ron Wilson, owner of Wilson Auto Sales currently located at 1525 S 2nd Street, is looking to purchase 805-811 Derby Street and relocate his existing used auto sales business there. The site is zoned B-3 which allows for used automobile sales but requires a special use.

Surrounding zoning is B-3 but the land use to the north of this property is residential and therefore screening is required. There is an existing fence on the site that does provide some screening for the residence to the north. The applicant is proposing to have up to 22 parking spots for cars and/or up to 9 parking spots for trucks and 11 spots for cars. Access to the site is existing as is a building that will be used as a sales office and for minor automobile maintenance to for-sale vehicles. There will be no automobile repair or auto body work conducted on site. Hours of operation are proposed to be M-F 9:00 to 5:00 and 9:00 to 3:00 on Saturday.

RECOMMENDATION:

This site is the location of a former automobile related business and located in an area that is conducive to this type use. The petitioner has run a reputable business in a different location for a number of years so there is no reason to believe this site won't be operated in a similar fashion. Staff recommends approval.

OTHER ITEMS FOR CONSIDERATION:

1. Implementation of a Comprehensive Landscaping Ordinance: Please review and be prepared to discuss aspects of the various landscaping codes that were provided by Attorney Swise that you feel would be a good fit for Pekin.
2. Zoning of Storage Facilities: Currently mini-storage is considered an allowed use in B-3 zoning based on a legal interpretation of the existing Code, which does not even address mini-storage as a land use. Please put some thought into how you think this use should be addressed in the City Code. One option would be to allow them in Industrial Districts and allowed by Special Use in the B-3 District. Another option would be to allow it only in Industrial Districts and require a Special Use if there are any residences within a certain distance.
3. Handicap Ramp Approval and Permitting Process: The City frequently receives permit requests for handicap ramps. Often these ramps are attached to the front of the home and extend into the required front yard setback, which causes the applicant to apply for a variance. Other communities grant administrative variances for handicap ramps that exit onto the driveway and not onto to a public sidewalk. This approach eliminates the \$85 variance application fee and the 6 – 8 week process it takes to apply for and obtain a variance from the ZBA and City Council.

Pekin Planning Commission Meeting
111. S. Capitol Street
City Council Chambers 2nd Floor
April 14, 2021
5:30 PM

A public hearing held at a regular Meeting of the Pekin Planning Commission at Pekin City Hall, 111 South Capitol Street, City of Pekin, Illinois, on the 14th day of April 2021, at the hour of 5:30 P.M.

The public may attend with proper social distancing. Persons having an interest in this meeting can also attend remotely via Zoom by going to <https://us02web.zoom.us/j/83764295068> or by calling 1 (312) 626-6799 or 1 (833) 548-0276.

Pledge of Allegiance

- I. Roll Call
- II. Agenda Approval
- III. Minutes Approval from February 10, 2021 Meeting
- IV. City Council Action Report
- V. Applications and Hearings
- VI. Informal
- VII. Public Input
- VIII. Adjourn

CASE SU 2021-02

A Special Use Petition submitted by Wilson Auto Sales for the sale of new or used automobiles in the B-3 General Business District at certain property located at 805-811 Derby Street with a legal description of SEC 2 T24N R5W TUDOR VILLAGE 2ND ADDN SUBLOT 3 OF LOT 8 & SUBLOT 4 OF LOT 9 SW ¼ in Tazewell County, Illinois with the following P.I.N. # 04-10-02-316-017.

OTHER ITEMS FOR CONSIDERATION

- Implementation of a comprehensive landscaping ordinance
- Zoning of storage facilities
- Handicap ramp approval and permitting process

Public Input:

Adjourn:

Matt Fick, Secretary
Pekin Planning Commission

Pekin Planning Commission Meeting

Council Chambers

111 South Capitol Street, 2nd Level

February 10, 2021

5:30pm

Present:

Bill Craig, Chair
Donald Hild
Daryl Dagit
Tim Bonnette

Chris Deverman
James Ruth
Amy Wilson

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared. Staff present: Matt Fick, Economic Development Director. Also present Katherine Swise, Miller Hall and Triggs.

MOTION by Commissioner Dagit to approve the February 10, 2021 agenda seconded by Commissioner Deverman. On roll call vote, Craig, Dagit, Bonnette, Deverman, Ruth and Wilson.

MOTION by Commissioner Deverman to approve the minutes for November 18, 2020. Seconded by Commissioner Dagit. On roll call vote, Craig, Dagit, Bonnette, Deverman, Ruth and Wilson.

Council Action Report:

NuMed, East Peoria, special use permit for an adult cannabis dispensary was approved.

Storage Five Pekin's site plan for climate controlled and mini storage was denied.

The public hearing was started at 5:41pm.

CASE SU 2021-02

Review and consideration of a site plan submitted by Dustin Maquet representing CDO Investments, LLC, for property zoned B-3, General Business District, to be developed for the use of a public/private storage facility. The property is located at the intersection of 14th and Koch Street.

Mr. Dustin Maquet appeared before the Commission via zoom and described his request to construct a 60' x 144' Morton-type building on a 2-acre parcel of vacant ground to be used for public/private storage. He indicated he would be building on the southern portion of the property and leaving the northern half open for future development.

Commissioner Wilson asked about the setback requirements in the B-3 district and if moving the building closer to the lot line would require a variance. It was stated that side yard setbacks were 10' and Mr. Maquet's building was currently 20' from the side yard, so he still had room to move it closer if needed.

Commissioners Dagit and Deverman stated that they felt this was a good fit for the area. Commissioner Deverman also asked if the retention area was sized for the entire parcel or just the developed area. Chairman Craig stated that this was just a preliminary site plan and that final engineered plans would need to be submitted and approved by the City Engineer.

There was no one from the public who asked to speak on this case.

Motion by Commissioner Wilson, seconded by Commissioner Dagit, to approve the request site plan as presented. Motion carried unanimously.

CASE RZ 2021-01

Review and consideration of a rezoning request submitted by Anthony LaHood for properties zoned R-1 Low Density Residential, located outside the boundaries of the City of Pekin and proposed for annexation, to be zoned B-3 General Business District. Said properties being located at 1704 and 1706 Karo Street, Tazewell County.

Community Development Director Fick stated that 1704 and 1706 Karo Street, which are not currently in the City of Pekin municipal boundaries, were owned and used by the previous owners of Cranwell's Drive Inn for the storage of items related to the operation of their business. Mr. LaHood, the new owner of Cranwell's and the Karo Street properties, is looking to connect the structures, continue using them for storage and private office space, and have them annexed into the City. The restaurant is located directly east of these properties at 1713 S. 2nd Street and currently zoned B-3, General Business.

Commissioner Ruth asked if the neighbors had been notified of the proposed annexation. Community Development Director Fick responded that they had. Commissioner Ruth stated that he'd been contacted by a few of them who expressed concerns over the property being zoned commercial and that it opened the door for other potential uses that might not be compatible with the residential character of the neighborhood.

Mr. LaHood stated that nothing would be changed, the building would remain the same and the use(s) would also remain the same.

Commissioner Wilson asked if the breezeway proposed to connect the structures could be given a special use so that the zoning would remain residential.

Attorney Swise explained that due to the annexation a City zoning classification would need to be recommended by the Commission, but they could recommend something less intense than commercial if so desired. Mr. LaHood would still be allowed to use the building for storage and an office as it would be considered grandfathered but he would not be able to expand it or use it for anything other than residential if the use were ever to change.

Commissioner Dagit questioned whether or not the properties being annexed were on septic and if not, would they be required to connect. Attorney Swise indicated that was a decision for the Council to make and not the Planning Commission.

Commissioner Bonnette asked if the building would need to be brought up to City building code once annexed. It was determined that the building could remain as-is unless Mr. LaHood tried to add on or change the use.

There was no one from the public who asked to speak on this case.

Motion by Commissioner Wilson, seconded by Commissioner Dagit, to approve the requested annexation and have the property brought into the City as Single Family Residential. Motion carried.

Public hearing concluded at 6:10 pm.

Attorney Swise mentioned that Council wanted her to look at the City code and make any modifications necessary to address mini storage and list it as a special use as opposed to being an allowed use. It was also clarified that Ms. Swise would research and bring forward a few landscaping ordinances from other communities for the Commission to review at a future meeting.

There were no other comments.

Meeting adjourned at 6:58.



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 -- (309) 477-2315



SPECIAL USE APPLICATION

Address of Requested Special Use: 805 DERBY ST. PEKIN IL 61554

Applicant Name: RONALD W. WILSON - Wilson Auto Sales

Address: 12859 STATE RT. 29 PEKIN IL 61554

Phone #: ³⁰⁹840-9055 Cell Phone #: 309-613-6283 E-Mail: WILSON510776@YAHOO.COM

Owner Name: TCF INDUSTRIES INC.

Address: 107W CASS ST. PO BOX 1564 PEORIA IL 61602

Phone #: ³⁰⁹674-0945 Cell Phone #: ³⁰⁹208-0617 E-Mail: _____

Attorney / Representative: _____

Address: _____

Phone #: _____ Cell Phone #: _____

Phone #: _____ Cell Phone #: _____ E-Mail: _____

Property Information:

Lot Area: _____ Zoning District: B-3 Present Use: vacant

Use of Adjacent Property & Zoning:

North: B-3 residential South: B-3 commercial

East: B-3 commercial West: B-3 commercial

Property Identification Number: 04-10-02-36-017

Legal Description: (Attach Separate Page)



City of Pekin- Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Brief Summary and Reason for Request: special use for automobiles
CAR LOT

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment. Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

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

3-15-21

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.

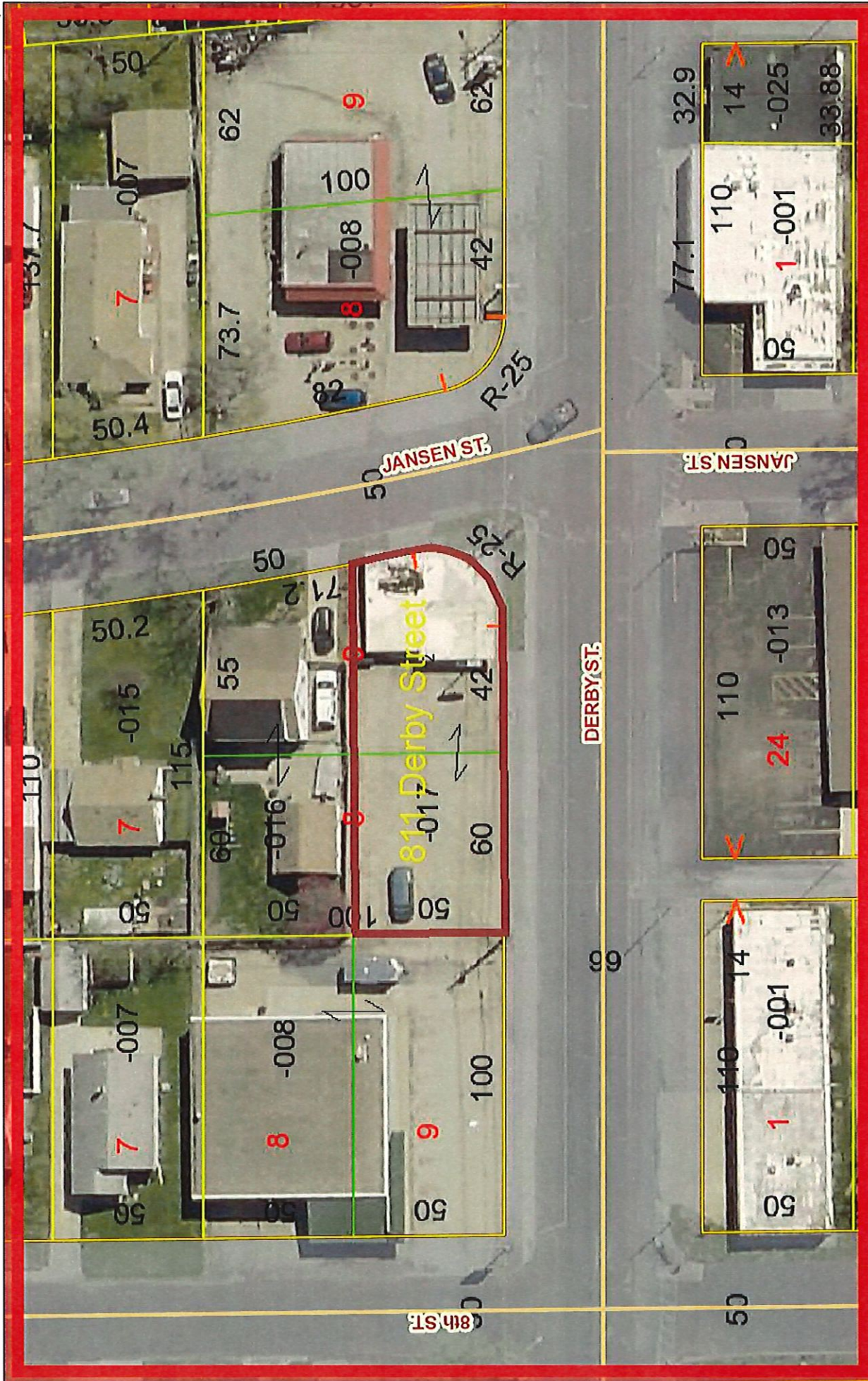
[Signature]

Owner Signature

3-18-21

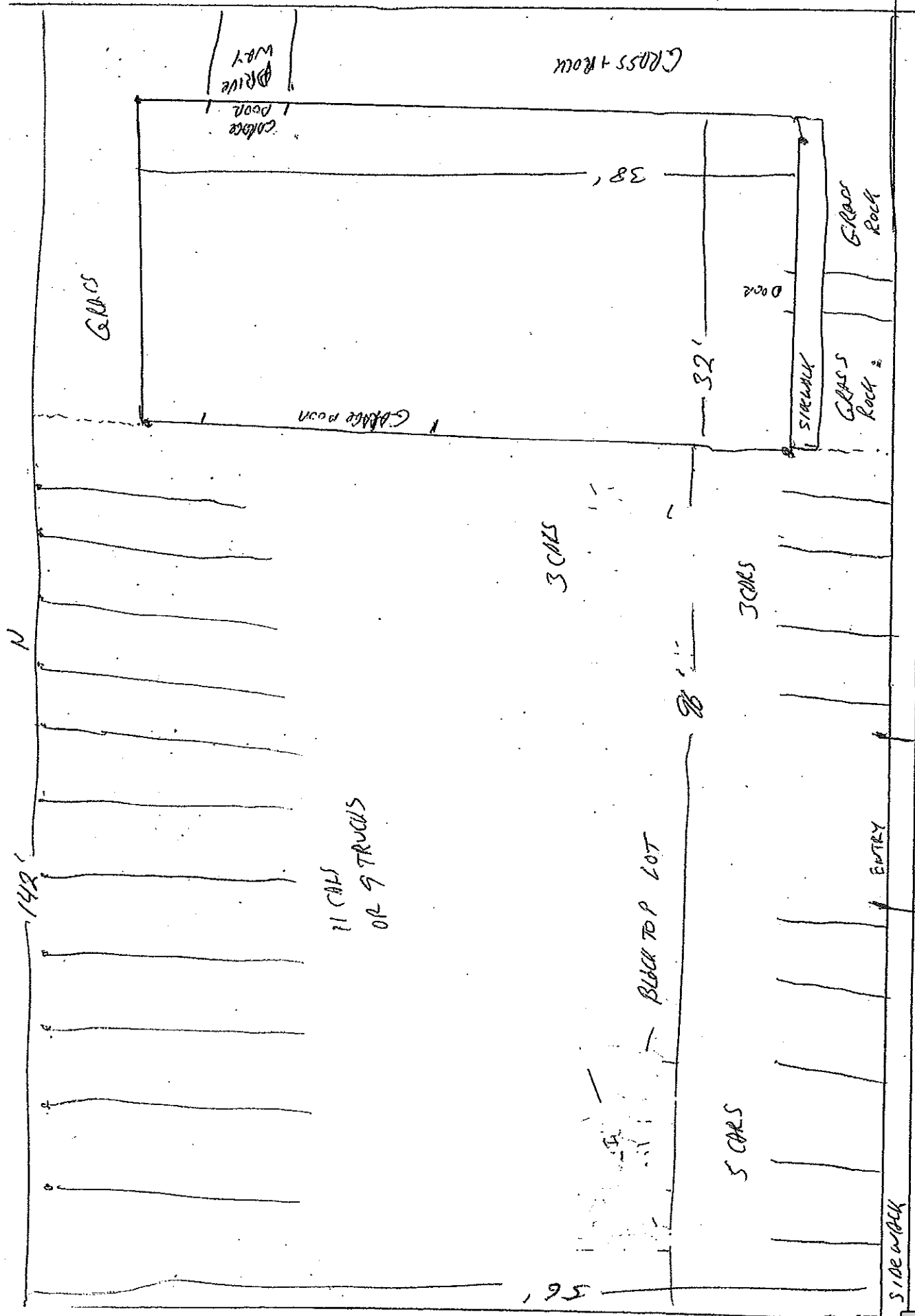
Date

811 Derby Street



Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate data available from the public records of the Tazewell County GIS. The information is provided for informational purposes only and should not be used as a substitute for a title search. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein 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.

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



Derby



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

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



SPECIAL USE APPLICATION

Address of Requested Special Use: 805 DERBY ST. PEKIN IL 61554

Applicant Name: RONALD W. WILSON - Wilson Auto Sales

Address: 12859 STATE RT. 29 PEKIN IL 61554

Phone #: 309-840-9055 **Cell Phone #:** 309-613-6283 **E-Mail:** WILSON510776@YAHOO.COM

Owner Name: TCF INDUSTRIES INC.

Address: 107W CASS ST. PO BOX 1564 PEORIA IL 61602

Phone #: 309-674-0945 **Cell Phone #:** 309-208-0617 **E-Mail:** _____

Attorney / Representative: _____

Address: _____

Phone #: _____ **Cell Phone #:** _____

Phone #: _____ **Cell Phone #:** _____ **E-Mail:** _____

Property Information:

Lot Area: _____ **Zoning District:** B-3 **Present Use:** vacant

Use of Adjacent Property & Zoning:

North: B-3 residential **South:** B-3 commercial

East: B-3 commercial **West:** B-3 commercial

Property Identification Number: 04-10-02-316-017

Legal Description: (Attach Separate Page)



City of Pekin- Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Brief Summary and Reason for Request: special use for automobiles
CAR LOT

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- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
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CERTIFICATION BY THE APPLICANT

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[Signature]

Applicant Signature

3-15-21

Date

CERTIFICATION BY PROPERTY OWNER

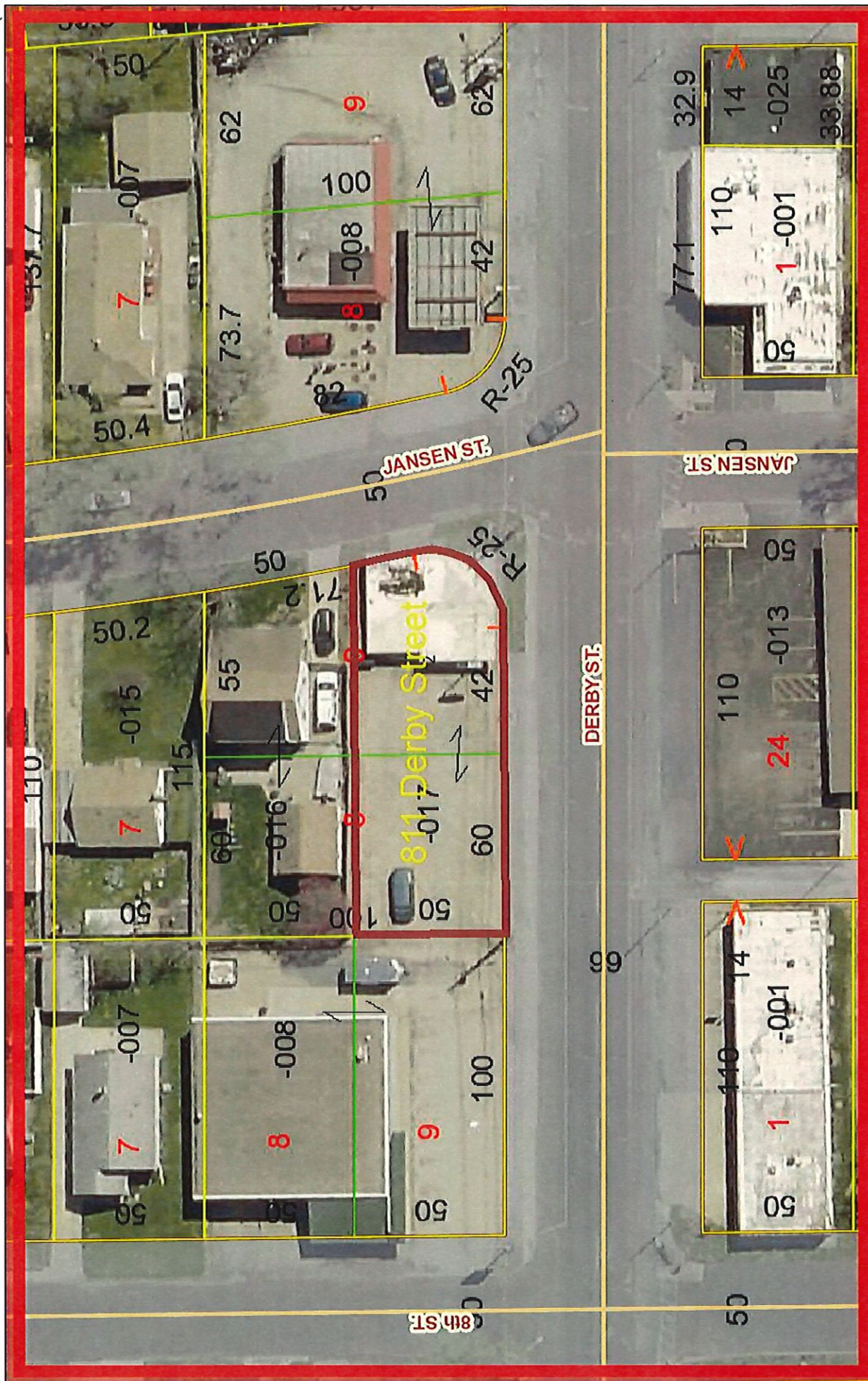
I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

[Signature]

Owner Signature

3-18-21

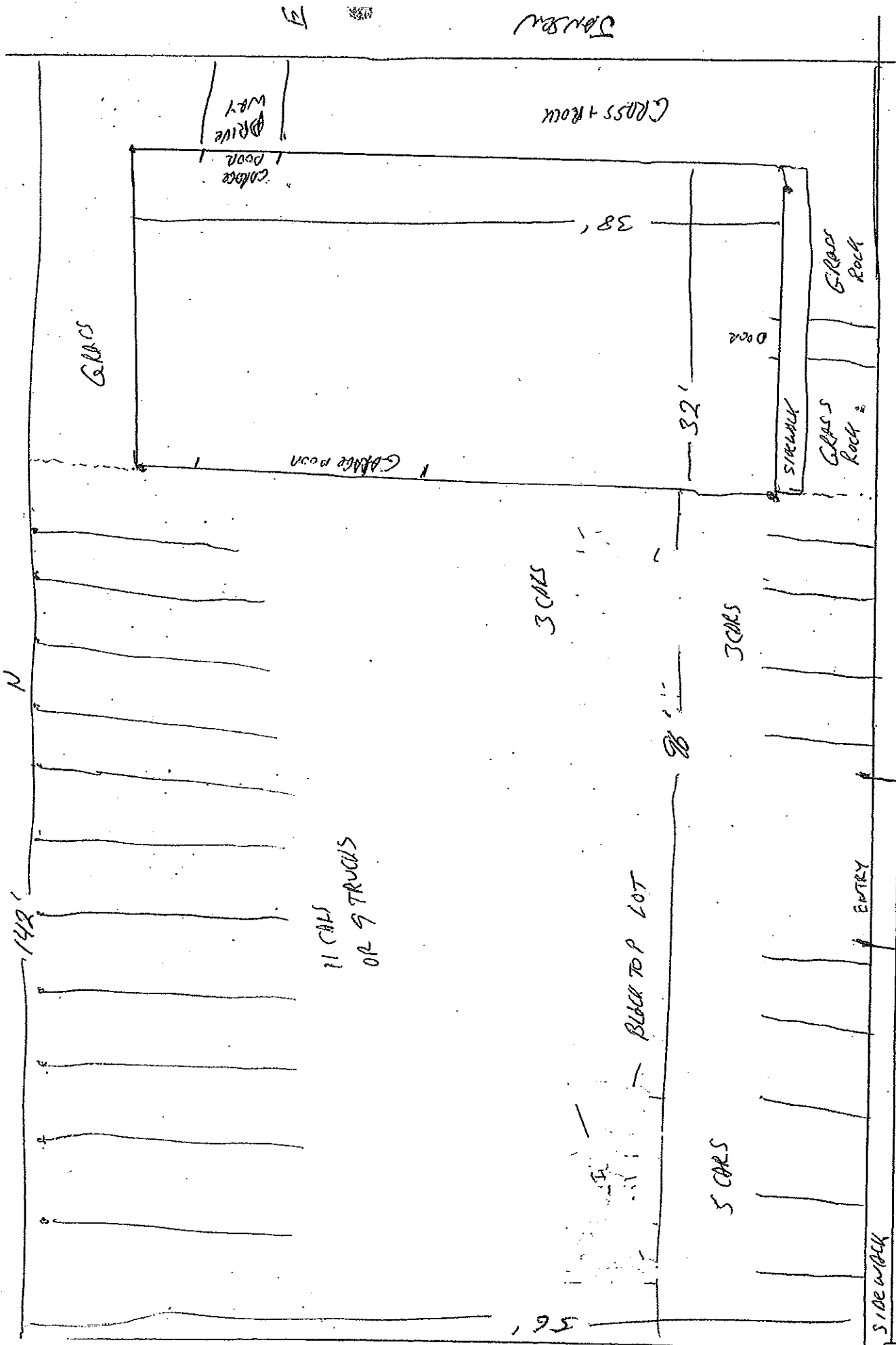
Date



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1:540

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1.340			



DERBY



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2965-20/21 Variance Request 2323 Lakeshore Drive

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A variance request was submitted by Ronald A Givens and Richard J Scovil to allow for 4' side yard setback, which is 6' closer than what is allowed in the I-1 Light Industrial District, the property being located at 2323 Lakeshore Drive. The petitioners, who own both 2321 and 2323 Lakeshore Drive, contacted the City with a request to adjust the shared property line between the parcels in order to give 2321 Lakeshore Drive more parking on the north side of the building, which they feel will make it more attractive for sale or for leasing. The side yard setback on the I-1 district is 10', in order to achieve the desired parking the petitioner is asking for a variance of 6' to create a 4' side yard setback on the south side of 2323 Lakeshore Drive. This does not seem to have a negative impact on the surrounding properties and 2323 Lakeshore Drive has adequate onsite parking already. It appears that other industrial buildings in the area are already located closer than 10' from the property line, including 2321 Lakeshore Drive, so approval of the request would not be setting a precedent.

There was no one present at the Zoning Board of Appeals to speak for or against this request and the ZBA voted 6-0 to recommend approval. Staff also recommends approval.

FINANCIAL IMPACT: N/A

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

4/22/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/22/2021

Date:

WHEREAS, Ronald A. Givens and Richard J. Scovil (“Petitioners”) are the owners of the property located at 2321 and 2323 Lakeshore Drive, Pekin, Illinois, more particularly described on the attached Exhibit A (the “Property”); and

WHEREAS, Petitioners have 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 4-foot side-yard setback at 2323 Lakeshore Drive, so that they can move the lot line between the Properties to allow for more parking area on the north side of 2321 Lakeshore Drive; 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 Petitioners to allow for a 4-foot set back on the side yard of 2323 Lakeshore Drive, 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

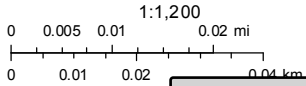
ATTEST:

CITY CLERK



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

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Lakeshore Drive

6.6.a

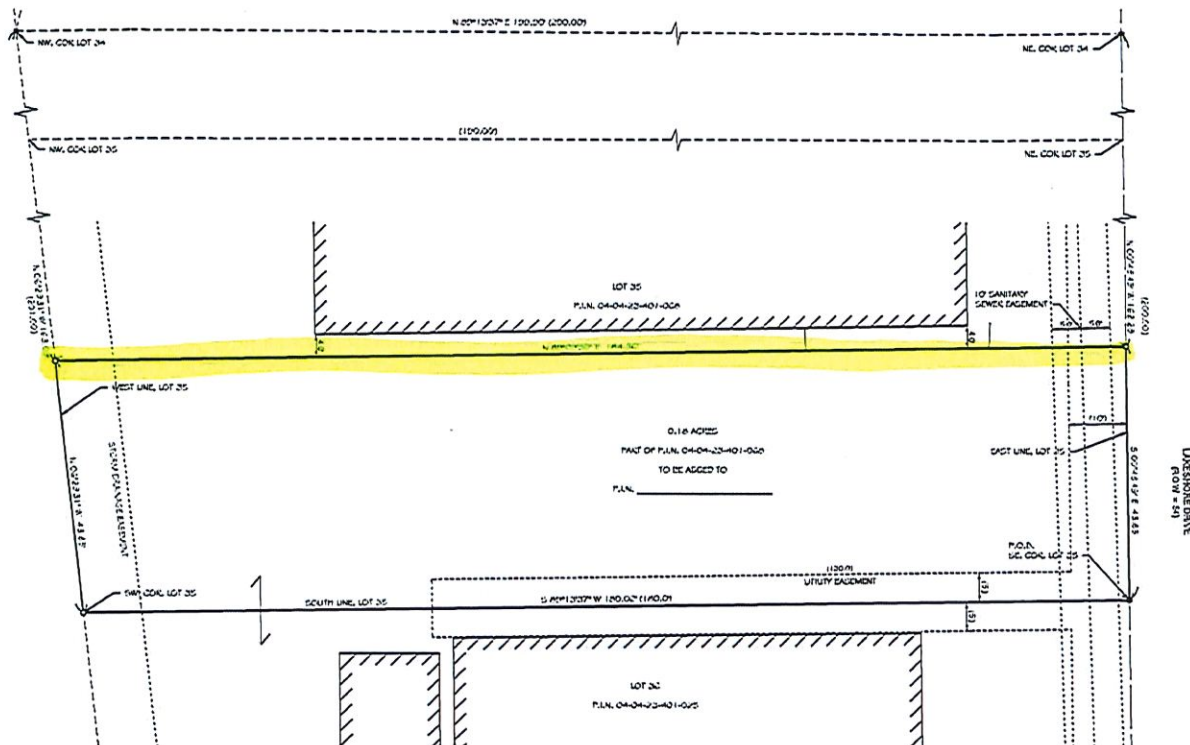
Legend

☐ J



Attachment: Lakeshore Variance (2571 : Ordinance No. 2965-20/21 Variance Request 2323 Lakeshore

A PART OF LOT 35 OF POINTE D'EGWATER PARK SECTION THREE A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 29, AND PART OF THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 22 NORTH, RANGE 2 WEST, OF THE THIRD PRINCIPAL MERIDIAN FARMER COUNTY, ILLINOIS.



7) IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY, BUILDING SETBACK LINES AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

2) A PART OF THE WEST PART OF THIS PROPERTY SHOWN MAYBE LOCATED IN FLOOD ZONE A1, A FLOOD SURVEY WOULD BE NEEDED TO DETERMINE WHAT PART IF ANY IS IN FLOOD ZONE A2. THE REMAINDER OF THIS PROPERTY IS ZONE 99 (AREA OF MINIMAL FLOOD HAZARD) PER FLOOD INSURANCE RATE MAP NO. 17175C0102E WITH AN EFFECTIVE DATE OF FEBRUARY 17, 2012.

3) READINGS ARE ASSUMED AND FOR DESCRIPTION PURPOSES ONLY.

4) FIELD WORK COMPLETED MARCH, 2021.

=====	DEED LINE
-----	ADJACENT PROPERTY LINE
- - - - -	RIGHT-OF-WAY
=====	EASEMENT LINE
Q 001.375' W	MEASURED BEARING
100.00'	MEASURED DISTANCE
(100.00)	RECORDED DISTANCE
●	FOUND IRON NAIL / PIPE / MONUMENT
T.C.O.D.	SET FROM ROAD 12'00" x 24"
P.O.B.N.	TACOMA/COUNTY RECORDERS OFFICE
	POINT OF BEGINNING
	NOT TO SCALE



A PART OF LOT 35 OF PEUN EDgewater PARK SECTION THREE A
SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 23, AND PART OF
THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 25 NORTH, RANGE 5
WEST, OF THE THIRD PRINCIPAL MERIDIAN TAZEWELL COUNTY, ILLINOIS, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 35, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 35, A DISTANCE OF 140.02 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 35; THENCE NORTH 08 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 35, A DISTANCE OF 140.02 FEET, TO THE POINT OF BEGINNING OF SAID LOT 35; OR MINUTES 20 SECONDS EAST, A DISTANCE OF 140.02 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 35; THENCE SOUTH 08 DEGREES 40 MINUTES 40 SECONDS EAST, ALONG SAID EAST LINE OF LOT 35, A DISTANCE OF 40.32 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS, SUBJECT TO ANY ENCUMBRANCES, RIGHT-OF-WAYS AND EASES.

STATE OF ILLINOIS)
COUNTY OF JADWELL) SS.

WE, _____, OWNER(S) OF THE PROPERTY SHOWN ON THE ATTACHED PLAT,
DO HEREBY CERTIFY THAT: 1. WE HAVE CAUSED THIS SURVEY TO BE MADE AS SHOWN ON THIS PLAT. SAID SURVEY IS

WE, _____ OWNERS OF THE PROPERTY SHOWN ON THE ATTACHED MAP, DO HEREBY CERTIFY THAT IF WE HAVE CAUSED THIS SURVEY TO BE MADE AS SHOWN ON THIS MAP, SAID SURVEY IS CONDUCTED TO MY/OUR BEST KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT TO MY/OUR BEST KNOWLEDGE AND BELIEF THIS PROPERTY IS LOCATED WITHIN SCHOOL DISTRICT _____, PERSON (S), 104 AND PERSON (S), 303 IN WITNESS WHEREOF, _____ HAS CAUSED THIS CERTIFICATE TO BE SUBSCRIBED.

THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC CERTIFICATE
STATE OF KANSAS)
COUNTY OF TAYLOR)

4. THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (NAME PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAMES) AND ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY _____ IN PERSON AND ADOPTED THE SAME FREELY, SIGNED, SEALED AND DELIVERED THE SAME AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2021.

STATE OF ILLINOIS)
COUNTY OF TAYLOR) ss.

4. _____, COUNTY CLERK OF THE AFORESAID COUNTY, DO HEREBY CERTIFY THAT I HAVE THIS DAY EXAMINED THE TAX RECORDS OF THE PROPERTY SHOWN ON THE ATTACHED PLAT, AND FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, NOR DELINQUENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND SHOWN ON SAID PLAT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2021.

COUNTY CLERK

STATE OF MINNESOTA

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss.

I, PLAT APPROVING OFFICER FOR THE CITY OF PEÑA AND STATE OF ILLINOIS, DO HEREBY ACCEPT THE ABOVE SURVEY AS COMPLYING TO THE REQUIREMENTS OF 765 ILCS SECTION 205.01.

GIVEN UNDER MY HAND AND SEAL DATED THE _____ DAY OF _____, 2021.

FLAT AFFILIATING OFFICIAL

STATE OF ILLINOIS)
COUNTY OF PEORIA) ss.

WE, MCMR & KEMP ENGINEERING AND LAND SURVEYING, P.L.C. DO HEREBY CERTIFY THAT WE HAVE SURVEYED A PART OF LOT 35 OF THE NORTH PLAZA SECTION THREE A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 23, AND PART OF THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 35 NORTH, RANGE 5 WEST, OF THE THIRD PRINCIPAL MERIDIAN TARRANT COUNTY TEXAS. ALSO THAT THE LAND SHOWN ON THIS PLAN LIES WITHIN THE CITY LIMITS OF THE CITY OF MEKEN WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100'.

DATED THIS _____ DAY OF _____, 2021.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

DAVID L. JUNCTION
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 030-2744

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



LICENCE DPMFISH NOVEMBER, 30, 2022

	100
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PLAT OF SURVEY

A PART OF LOT 35 OF PEKIN EDGEMERE PARK, SECTION THREE A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 23, AND PART OF THE NORTH HALF OF SECTION 20, ALL IN TOWNSHIP 22 NORTH, RANGE 5 WEST, OF THE THIRD PRINCIPAL MERIDIAN TAZEWELL COUNTY, ILLINOIS.

	FRANKLIN NWA
	29-076
	TYPE 1 T 1 ON 1
	WATKINS NWA
	1

M

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5001 N. Prospect Road, Suite 68
Peoria, Illinois 61614
www.mohrlandkerr.com
Office: (309) 682-8500
Fax: (309) 682-8501
Professional Design Firm #184-005001

Office: (303) 692-8500
Fax: (303) 692-8501
Professional Design Firm #184-005007

			DRAWN BY	W.C.	CLIENT:
			CHECKED BY	CEJ	
			SAMPLE NO.	107-98021	
			DATE		

RICHARD SCOVIL



ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 - (309) 477-2315

NON-RESIDENTIAL VARIANCE APPLICATION

Address of Requested Variance: 2321 2323 LAKE SHORE DR

Applicant Name: RONALD A GIVENS + RICHARD J SCOVIL

Address: 2616 N LEHMAN RD PEORIA IL 61604

BUSINESS

Phone #: 309 346 5796 Cell Phone #: 309 453 3660 E-Mail: rgivens@givscsco.com

Property Interest of Applicant: CO-OWNER

Owner Name: RICHARD J SCOVIL

Address: 4237 PALACIO DR SARASOTA FL 34238

OFFICE

Phone #: 309 346 5796 Cell Phone #: 309 264 0027 E-Mail: rscovil@givscsco.com

Property Information: 2323 LAKE SHORE

Lot Area: 38,000 Sq' Zoning District: I-1 Present Use: OFFICE -

LIGHT INDUSTRIAL

WAREHOUSE

Use of Adjacent Property & Zoning:

North: I-1 WAREHOUSE OFFICE

South: I-1 WAREHOUSE OFFICE

East: I-1 " "

West: WETLANDS + CREEK

Property Identification Number: 04-04-23-401-068

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)

ADD ADDITIONAL SIDE PARKING + ACCESS TO 2321 LAKE SHORE,
CURRENTLY PART OF 2323 LAKE SHORE LOT.

Attachment: Lakeshore Variance (2571 : Ordinance No. 2965-20/21 Variance Request 2323 Lakeshore Drive)



ILLINOIS
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: THERE WILL BE NO STRUCTURAL CHANGES
TO THE TWO PROPERTIES

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: BOTH LOTS OWNED BY PETITIONERS
REQUESTING A CHANGE

3. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by bulk, sign, or off-street and loading regulations of the zoning classification of the property in question.

Explain: THE VALUE OF BLDG 2321 WILL BE ENHANCED
AS WILL ITS FUNCTION. SOME SORT OF EASEMENT
WOULD BE NEEDED TO ALLOW ACCESS TO 2321 DOORS &
STORAGE AREAS TO FUNCTION PROPERLY AS A BUSINESS.

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.

Richard Seal
Applicant Signature

02/15/2021
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.

Richard Seal
Owner Signature

02/15/2021
Date

Attachment: Lakeshore Variance (2571 : Ordinance No. 2965-20/21 Variance Request 2323 Lakeshore Drive)

Definitions and Descriptions

Subject Property Identification

Property Type: Office/Warehouse & Vacant Land

Address: 2321 & 2323 Lakeshore Drive & the Adjacent Vacant Lot (Lot 34) on Lakeshore Drive, Pekin, Illinois 61554

Owner: 2321 Lakeshore Dr. is owned by Ronald Givens & Richard Scovil; 2323 Lakeshore Dr. & the vacant lot (Lot 34) are owned by Ronald A. Givens

Use and Occupancy: 2321 & 2323 Lakeshore Drive are currently owner occupied (d.b.a. JM Industrial Supply, Inc.) and used as office/warehouse. Lot 34 is currently vacant and unimproved.

Legal Description (brief):

Vacant Parcel No. 04-04-23-401-023: Lot 34 of Pekin Edgewater Park, Section 3, a part of the Southeast ¼ of Section 23, Township 25 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois

2323 Parcel No. 04-04-23-401-024: Lot 35 of Pekin Edgewater Park, Section 3, a part of the Southeast ¼ of Section 23, Township 25 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois

2321 Parcel No. 04-04-23-401-025: Lot 36 of Pekin Edgewater Park, Section 3, a part of the Southeast ¼ of Section 23, Township 25 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois

Now PARCEL # 04-04-23-401-068

Market History

Ronald Givens purchased Parcels 023 and 024 from Richard J. Scovil (his partner in JM Industrial Supply, Inc.) in 2005 for \$81,500. These parcels have no other, recent, market history according to the county assessor.

Parcel 025 last sold in December 2006 for \$180,000. Please see attached Multiple Listing Service (MLS) sheet and history summary. Although the property was listed in the MLS from August 2003 to June 2004, the sale does not appear to have involved a real estate agent.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Public Hearing - CDBG 2021 Annual Action Plan

REQUIRED SIGNATURES

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

City Manager:
Date:



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Ordinance No. 2966-20/21 Amending Solid Waste Collection Provisions of the City Code

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION:

Attached is an ordinance amendment to revise the solid waste collection section of the City Code. Amendments are needed to:

1. Clarify services provided, standards for solid waste collection, and the appropriate usage of carts;
2. Clarify the definition of “bulk items” in Sec 3-1-2-4(c)(2);
3. Redirect bulk pickup services to annual clean up events via Sec 3-1-2-6;
4. Reduce the fee for solid waste collection that was set to increase to \$23.00/month down to \$21.00/month (Sec 3-1-2-2);
5. Allow residents, 65 years of age or older and those with disabilities, to request walk-up collection of solid waste, recycling or yard waste at an additional fee of \$8.00 per month. (Sec 3-1-2-2(c));
6. Provide for pick-up of bulk items at least two weeks in advance of the desired pick up date for an additional fee of \$10.00 for each bulk item. (Sec 3-1-2-3(b)(1) & (2)); and
7. Clarify standards for yard waste collection. Sec 3-1-2-3(c)(2).

As these amendments will help the City to further clarify expectations of solid waste collection, staff recommends approval.

FINANCIAL IMPACT: N/A

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

IMPACT IF APPROVED: Solid Waste Code will be amended

IMPACT IF DENIED: Solid Waste Code will not be amended

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

4/22/2021

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. 2960-20/21 As Amended
Amending Solid Waste Collection Provisions of the City Code

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 of Pekin provides residential solid waste collection service to City residents; and

WHEREAS, the Solid Waste Department has recommended revisions to the City Code to increase the efficiency of solid waste collection and bring the Code up to date with current market conditions and practices; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to amend the City Code as set forth below.

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

Section 1. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 3-1-2-1. City to collect.

(a) The City shall be the sole provider of residential ~~garbage~~solid waste collection ~~and maintain a collection service~~ for the collecting of garbage, yard waste, recyclables, and refuse matter. Solid waste collection ~~which~~ shall be under the supervision of the Superintendent of Streets and Solid Waste. For purposes of this Division, "residential" shall refer to all single-family residences, and multi-family residences consisting of 4 units or less.

(b) All garbage shall be placed at the curb by ~~5:00~~6:00 a.m. the day of collection. Days of collection are established and available from the Street Department Office or on the City website. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

(1) New Year's Day.

~~(2) Presidents Day.~~

~~(32)~~ Memorial Day.

~~(43)~~ 4th of July.

~~(54)~~ Labor Day.

~~(65)~~ Veterans Day.

(~~76~~) Thanksgiving ~~Day~~(Thursday and Friday).

(~~87~~) Christmas Day.

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.

(c) Receptacles placed for pick-up shall be placed at or near the alley lot line (if permitted by the City) or curblane where the pick-up occurs. Receptacles placed at the curblane may be so placed for a period not to exceed 24 hours.

Sec. 3-1-2-2. Garbage collection fee schedule.

(a) A monthly fee for solid waste collection services shall be charged according to the following schedule:~~May 1, 2020: monthly fee of \$20.00.~~

~~(b) May 1, 2021: monthly fee of \$23.00.~~

(1) May 1, 2021: \$21.00

~~(e)(b)~~ A monthly fee equaling 150 percent of the fee charged residents shall be charged to extra territorial customers, who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

(c) Residents 65 years of age or older and residents with disabilities may request walk-up collection of solid waste, recycling or yard waste. An additional fee of \$8.00 per month will be charged for this service.

Sec. 3-1-2-3. Receptacles required.

(a) *Owner responsible for garbage, waste storage on property.* It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

(b) Collection of ~~oversized bulk~~ items. ~~Oversized Bulk~~ items will be collected in accordance with the following procedures~~and users are encouraged to notify the Department of such items to allow for assistance to be provided to the driver for the pickup.~~

(1) Residents must schedule pick-up of bulk items at least two weeks in advance of the desired pick up date by contacting the City Solid Waste Department.

(2) An additional fee of \$10.00 will be charged for each bulk item collected, which will be added to the resident's monthly invoice.

(c) *Approved containers.* Approved containers shall include:

(1) *Carts.* Wheeled carts which have been specifically approved by the City for use with the collection vehicles. ~~Sizes available range from 35 to 95 gallon capacity~~Acceptable sizes are 96-gallon for garbage and 64-gallon for recycling. Carts must have a lid and a lift-bar.

(2) ~~*Bundles.*~~ Any yard waste. Yard waste may be disposed of in paper yard waste bags, or in carts not exceeding 35 gallons, except that yard waste may be disposed of in a cart up to 96-gallons so long as such cart has a lift bar and is properly marked as containing yard waste. Yard waste material such as limbs, branches or wood, which cannot be properly placed in a container for collection, must be tied securely in bundles not to exceed four feet in length ~~or over 50 pounds in weight~~; provided that fresh Christmas trees will be collected regardless of size.

Yard waste collection shall be from April 1st through December 15th of each year. Christmas trees may be collected at any time with regular household waste.

~~(3) *Plastic bags.* Commercial plastic bags sold as trash or garbage bags including biodegradable plastic bags as defined by State statutes, shall be collected if the cart is full. Should this become a regular occurrence, then an additional cart will be required.~~

~~(4)(3) *Weight.* No bag yard waste bag or bundle, except those items defined as bulky waste, shall exceed 50 pounds in weight. Carts shall not exceed the weight limit stated on the cart. This limitation shall not apply to carts.~~

~~(d) *Prices for the purchase of wheeled carts.* The City shall offer for purchase by residents wheeled carts compatible with the City's waste collection vehicles for the following prices:~~

~~(1) 96-gallon cart: \$60.00~~

~~(2) 64-gallon cart: \$40.00~~

Such prices include assembly of the cart and delivery to the purchaser's residence, as well as a 10-year warranty.

Sec. 3-1-2-4. Prohibited acts.

(a) *Deposits.* Solid waste shall be disposed of only as set forth in this section.

(1) No garbage, refuse, or waste material of any kind shall be deposited in any street, alley or public way, except as is provided in this Division.

(2) It shall be unlawful to deposit or leave any refuse or material in such a place or condition that it can be blown by the wind so as to be scattered or cause clouds of dust or particles, and it shall be unlawful to permit the escape of soot, ashes or other solid products or results of combustion so as to be wind-blown or scattered.

(3) It shall be unlawful for any person to dump or deposit, or cause to be dumped or deposited any grass, leaves, branches or any other things in the roadway or gutter of any public street in the City.

(4) Garbage, refuse, waste material, and recyclable materials shall be deposited only in approved containers. Containers shall not be overfilled such that the lid cannot fully close. No waste may be placed on top of the closed lid.

(b) *Storing combustible refuse.* It shall be unlawful to permit or store any combustible refuse in such a way as to create a fire hazard or to store or throw away any refuse of any kind in any alley, street or other public way in the City.

(c) *Prohibited materials.* The following materials will not be accepted for collection pursuant to this Division:

- (1) Building or construction materials, provided that carpet will be accepted if it is rolled up in bundles of not more than 4 feet in length and not more than 50 pounds in weight.
- (2) Bulk items, which shall be defined as ~~items~~any item too large to fit inside a 96-gallon cart or any item exceeding 50 pounds in weight, including, but not limited to, furniture ~~and~~, mattresses, and appliances.
- (3) Household appliances and electronics.
- (4) Animal remains, and animal waste unless placed within a separate bag or container prior to being placed in the disposal cart.
- (5) Hazardous waste, batteries, motor oil, and other materials that cannot be disposed of at the disposal facility.
- (6) Paint cans, unless the paint is completely dried out prior to being placed for disposal.
- (d) The City reserves the right to refuse collection of any materials placed for disposal in violation of this Section.

Sec. 3-1-2-5. Penalty.

~~Except as otherwise provided in this Division, any person violating any of the provisions of this Division shall be subject to penalty as provided in Section 1-1-15. Any person found to be in violation of any provision of this Division shall be subject to a fine of not less than \$100.00 and not more than \$750.00 for each offense. Each day that a violation continues shall constitute a separate offense.~~

Section 2. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended by the addition of a new Section 3-1-2-6 as follows:

Sec. 3-1-2-6. Semi-Annual Clean-up. The City shall hold two clean-up days per calendar year, one in the spring and one in the fall, in which residents may dispose of bulk items and other items and materials not eligible for general collection under this Division. The Superintendent of Streets and Solid Waste shall have the authority and power to schedule these semi-annual clean-up days, and to make rules and regulations regarding items that may be collected on semi-annual clean-up days. The scheduled dates and rules and regulations shall be made public at least one month in advance of the event.

Section 3. Chapter 5, Article 6, Division 2, Section 2-3 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strike through~~):

Sec. 5-6-2-2-3. Litter containers.

(a) *Number and capacity of litter containers.* Every dwelling and building, residential or otherwise, must have litter containers of sufficient number and capacity to accommodate and contain all litter generated and accumulated by occupants of the dwelling or business building.

(b) *Responsibility for maintenance of litter containers.*

(1) The occupant or occupants of any single-family dwelling unit must supply and maintain, at all times, a ratproof and watertight container for all litter, ~~except rubbish. Rubbish, if not stored in a ratproof and watertight container, must be stored separately in plastic bags, except those items too large to be stored therein.~~

(2) In multiple family dwellings of less than five such units, the owner must supply and maintain, at all times, a ratproof and watertight container for all litter, ~~except rubbish. Rubbish, if not stored in a ratproof and watertight container, must be stored separately in plastic bags, except those items too large to be stored therein.~~

(3) In multiple family dwellings consisting of five or more individual dwellings units and in nonresidential buildings, the owner must provide a dumpster for all litter that is ratproof and watertight. However, if this requirement cannot be met because the nature or size of the property does not permit the placement or removal of a dumpster, the owner may petition the Code Enforcement Officer or his designee for an exception; provided, that such exception can be granted without substantial detriment to the public good and without impairing the general purpose and intent of this Subdivision.

(c) Use of litter containers.

(1) It shall be the responsibility of every occupant of a single-family dwelling to keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed, except when momentarily opened to receive or remove litter.

(2) In multifamily dwellings and commercial establishments, the owner or his agent must keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed at all times, except when momentarily opened to receive or remove litter.

(d) Type and placement of litter containers.

(1) This Subsection applies solely to single-family dwellings and multiple family dwellings of less than five units.

(2) All litter containers must be stored:

- a. Inside an enclosed structure;
- b. In the rear yard; or
- c. In the side yard.

(3) All litter containers placed for pick up must be compatible with the City's waste collection vehicles and their lifter systems, and must meet the specification set forth in Chapter 3, Article I, Division 2 of this Code ~~promulgated by the Director of Public Works from time to time.~~

~~(4) When placed for pick-up, litter containers must be placed at or near the alley lot line (if permitted by the City) or curblin where the pick-up occurs. Litter containers placed at the curblin for pickup may be so placed for a period not to exceed 24 hours.~~

(e) *Disturbing containers.* It shall be unlawful for any person, other than the owner, occupant, tenant or members of their families, or any container for garbage, rubbish, refuse, ashes or wastes, or to remove, displace, injure, deface, destroy, uncover or in any scavenger employed or licensed by the City, or the owner's agent, employees or servants to deposit any article, substance or thing in manner disturb such container or any litter that is placed on curblin or alley lot line for collection.

~~(f) *Prices for the purchase and rental of litter containers.* The City shall offer for purchase by the citizens of Pekin litter containers compatible with the City's waste collection vehicles for the following prices:~~

~~(1) 95-gallon container: \$60.00.~~

~~(2) 35-gallon container: \$40.00.~~

~~Such prices shall include assembly of the litter containers and delivery of the same to the citizen's residence.~~

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

Ordinance No. 2960-20/21 As Amended
Amending Solid Waste Collection Provisions of the City Code

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 of Pekin provides residential solid waste collection service to City residents; and

WHEREAS, the Solid Waste Department has recommended revisions to the City Code to increase the efficiency of solid waste collection and bring the Code up to date with current market conditions and practices; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to amend the City Code as set forth below.

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

Section 1. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 3-1-2-1. City to collect.

(a) The City shall be the sole provider of residential solid waste collection for the collecting of garbage, yard waste, recyclables, and refuse matter. Solid waste collection shall be under the supervision of the Superintendent of Streets and Solid Waste. For purposes of this Division, “residential” shall refer to all single-family residences, and multi-family residences consisting of 4 units or less.

(b) All garbage shall be placed at the curb by 6:00 a.m. the day of collection. Days of collection are established and available from the Street Department Office or on the City website. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

- (1) New Year's Day.
- (2) Memorial Day.
- (3) 4th of July.
- (4) Labor Day.
- (5) Veterans Day.
- (6) Thanksgiving Day.

(7) Christmas Day.

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.

(c) Receptacles placed for pick-up shall be placed at or near the alley lot line (if permitted by the City) or curblane where the pick-up occurs. Receptacles placed at the curblane may be so placed for a period not to exceed 24 hours.

Sec. 3-1-2-2. Garbage collection fee schedule.

(a) A monthly fee for solid waste collection services shall be charged according to the following schedule:

(1) May 1, 2021: \$21.00

(b) A monthly fee equaling 150 percent of the fee charged residents shall be charged to extra territorial customers who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

(c) Residents 65 years of age or older and residents with disabilities may request walk-up collection of solid waste, recycling or yard waste. An additional fee of \$8.00 per month will be charged for this service.

Sec. 3-1-2-3. Receptacles required.

(a) *Owner responsible for garbage, waste storage on property.* It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

(b) *Collection of bulk items.* Bulk items will be collected in accordance with the following procedures:

(1) Residents must schedule pick-up of bulk items at least two weeks in advance of the desired pick up date by contacting the City Solid Waste Department.

(2) An additional fee of \$10.00 will be charged for each bulk item collected, which will be added to the resident's monthly invoice.

(c) *Approved containers.* Approved containers shall include:

(1) *Carts.* Wheeled carts which have been specifically approved by the City for use with the collection vehicles. Acceptable sizes are 96-gallon for garbage and 64-gallon for recycling. Carts must have a lid and a lift-bar.

(2) *Yard waste.* Yard waste may be disposed of in paper yard waste bags, or in carts not exceeding 35 gallons, except that yard waste may be disposed of in a cart up to 96-gallons so long as such cart has a lift bar and is properly marked as containing yard waste. Yard waste material such as limbs, branches or wood which cannot be properly placed in a container for collection must be tied securely in bundles not to exceed four feet in length; provided that fresh Christmas trees will be collected regardless of size.

Yard waste collection shall be from April 1st through December 15th of each year. Christmas trees may be collected at any time with regular household waste.

(3) *Weight.* No yard waste bag or bundle shall exceed 50 pounds in weight. Carts shall not exceed the weight limit stated on the cart.

(d) *Prices for the purchase of wheeled carts.* The City shall offer for purchase by residents wheeled carts compatible with the City's waste collection vehicles for the following prices:

(1) 96-gallon cart: \$60.00

(2) 64-gallon cart: \$40.00

Such prices include assembly of the cart and delivery to the purchaser's residence, as well as a 10-year warranty.

Sec. 3-1-2-4. Prohibited acts.

(a) *Deposits.* Solid waste shall be disposed of only as set forth in this section.

(1) No garbage, refuse, or waste material of any kind shall be deposited in any street, alley or public way, except as is provided in this Division.

(2) It shall be unlawful to deposit or leave any refuse or material in such a place or condition that it can be blown by the wind so as to be scattered or cause clouds of dust or particles, and it shall be unlawful to permit the escape of soot, ashes or other solid products or results of combustion so as to be wind-blown or scattered.

(3) It shall be unlawful for any person to dump or deposit, or cause to be dumped or deposited any grass, leaves, branches or any other things in the roadway or gutter of any public street in the City.

(4) Garbage, refuse, waste material, and recyclable materials shall be deposited only in approved containers. Containers shall not be overfilled such that the lid cannot fully close. No waste may be placed on top of the closed lid.

(b) *Storing combustible refuse.* It shall be unlawful to permit or store any combustible refuse in such a way as to create a fire hazard or to store or throw away any refuse of any kind in any alley, street or other public way in the City.

(c) *Prohibited materials.* The following materials will not be accepted for collection pursuant to this Division:

(1) Building or construction materials, provided that carpet will be accepted if it is rolled up in bundles of not more than 4 feet in length and not more than 50 pounds in weight.

(2) Bulk items, which shall be defined as any item too large to fit inside a 96-gallon cart or any item exceeding 50 pounds in weight, including, but not limited to, furniture, mattresses, and appliances.

(3) Household appliances and electronics.

(4) Animal remains, and animal waste unless placed within a separate bag or container prior to being placed in the disposal cart.

(5) Hazardous waste, batteries, motor oil, and other materials that cannot be disposed of at the disposal facility.

(6) Paint cans, unless the paint is completely dried out prior to being placed for disposal.

(d) The City reserves the right to refuse collection of any materials placed for disposal in violation of this Section.

Sec. 3-1-2-5. Penalty.

Any person found to be in violation of any provision of this Division shall be subject to a fine of not less than \$100.00 and not more than \$750.00 for each offense. Each day that a violation continues shall constitute a separate offense.

Section 2. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended by the addition of a new Section 3-1-2-6 as follows:

Sec. 3-1-2-6. Semi-Annual Clean-up. The City shall hold two clean-up days per calendar year, one in the spring and one in the fall, in which residents may dispose of bulk items and other items and materials not eligible for general collection under this Division. The Superintendent of Streets and Solid Waste shall have the authority and power to schedule these semi-annual clean-up days, and to make rules and regulations regarding items that may be collected on semi-annual clean-up days. The scheduled dates and rules and regulations shall be made public at least one month in advance of the event.

Section 3. Chapter 5, Article 6, Division 2, Section 2-3 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 5-6-2-2-3. Litter containers.

(a) *Number and capacity of litter containers.* Every dwelling and building, residential or otherwise, must have litter containers of sufficient number and capacity to accommodate and contain all litter generated and accumulated by occupants of the dwelling or business building.

(b) *Responsibility for maintenance of litter containers.*

(1) The occupant or occupants of any single-family dwelling unit must supply and maintain, at all times, a ratproof and watertight container for all litter.

(2) In multiple family dwellings of less than five such units, the owner must supply and maintain, at all times, a ratproof and watertight container for all litter.

(3) In multiple family dwellings consisting of five or more individual dwellings units and in nonresidential buildings, the owner must provide a dumpster for all litter that is ratproof and watertight. However, if this requirement cannot be met because the nature or size of the property does not permit the placement or removal of a dumpster, the owner may petition the Code Enforcement Officer or his designee for an exception; provided, that such exception can be granted without substantial detriment to the public good and without impairing the general purpose and intent of this Subdivision.

(c) *Use of litter containers.*

(1) It shall be the responsibility of every occupant of a single-family dwelling to keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed, except when momentarily opened to receive or remove litter.

(2) In multifamily dwellings and commercial establishments, the owner or his agent must keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed at all times, except when momentarily opened to receive or remove litter.

(d) *Type and placement of litter containers.*

(1) This Subsection applies solely to single-family dwellings and multiple family dwellings of less than five units.

(2) All litter containers must be stored:

- a. Inside an enclosed structure;
- b. In the rear yard; or
- c. In the side yard.

(3) All litter containers placed for pick up must be compatible with the City's waste collection vehicles and their lifter systems, and must meet the specification set forth in Chapter 3, Article I, Division 2 of this Code.

(e) *Disturbing containers.* It shall be unlawful for any person, other than the owner, occupant, tenant or members of their families, or any container for garbage, rubbish, refuse, ashes or wastes, or to remove, displace, injure, deface, destroy, uncover or in any scavenger employed or licensed by the City, or the owner's agent, employees or servants to deposit any article, substance or thing in manner disturb such container or any litter that is placed on curblane or alley lot line for collection.

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



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to award the High Point Lane Storm Sewer Repair project to Stark Excavating. This project is to repair storm sewer outfalls, where significant erosion has occurred, by installing drop manhole structures and replacing damaged storm sewer pipe. This project is off of High Point Lane near the property of the Pekin Housing Authority. This area is a hazard to children playing at the playground, and the erosion damage must be repaired before it causes damage to the playground itself.

The City received 1 bid for this project of \$184,194.90. The Midwest Engineering's estimate was \$259,300.00, and city staff estimated \$200,000.00. Staff recommends this bid be awarded to Stark Excavating.

FINANCIAL IMPACT:

Requested Amount: \$184,194.09
 Line Item: 231-000-150700
 Budgeted Amount: \$9,350,654.00 (FY22)
 Remaining Funds: \$9,350,654.00

IMPACT IF APPROVED: The contract will be awarded.

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

4/22/2021

Date:

WHEREAS, the City solicited bids for the High Point Lane Storm Sewer Repair project; and

WHEREAS, a public bid opening was held on April 21, 2021, at which time the City opened and received one bid for the project; and

WHEREAS, Stark Excavating was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Stark Excavating, 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 Stark Excavating attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into a Contract, substantially as presented in Exhibit B, with Stark Excavating with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK

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

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222-8600
309.689-8092 – Fax

March 2021

Project No. 20200138

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

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SECTION 00020 INVITATION TO BID

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as the "High Point Lane Storm Sewer Outfall Repairs" and is further described as follows:
 - 1. Reconstructing storm sewer outfalls at three locations. The project includes slope stabilization, permanent erosion control countermeasures, debris removal, tree clearing, earthwork, manholes, storm sewers, riprap, landscaping, and all collateral work.

1.02 TYPE OF BID

- A. Bids for the Project will be on a unit price basis.

1.03 TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed bids for the Project will be received by City of Pekin, until 10:30 AM (prevailing time) on April 20th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.
- B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

- A. Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

- A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Information to Bidders.

00020-1

1.06 PERFORMANCE AND PAYMENT BONDS

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

1.07 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.08 RIGHT TO REJECT BIDS

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

1.09 AWARD

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

SECTION 00100 INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 10:30 AM (prevailing time) on April 20, 2021 and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the City of Pekin, 111 S. Capitol Street, Pekin, Illinois 61554. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the "Project", and the envelope shall bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another enveloped addressed to the OWNER at 111 S. Capitol Street, Pekin, Illinois.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No BIDDER may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawing and specifications including addenda. After Bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contractor price, with a corporate surety approved by the OWNER, will be required for the faithful

Performance of the Contract. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

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

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

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

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his Bid.

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

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

The OWNER reserves the right to reject all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible BIDDER after the Bid evaluation has been submitted to, and approved by the OWNER.

Local laws, ordinances, regulations, or procedures which are designed or operate to give local or in-state BIDDERS preference over other BIDDERS shall not be employed in evaluating Bids.

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

- Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

All questions about the meaning of intent of the Contract Documents shall be submitted Midwest Engineering Associates, Inc. (MWEA), 140 E. Washington Street, East Peoria, Illinois, 61611, in writing. Questions received less than five days prior to the date for opening of the Bids will not be answered.

Replies will be issued by Addenda mailed or delivered to all parties recorded by CBT, as having received the Bidding Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The CONTRACTOR (or any of his Subcontractors) shall permit representatives of the ENGINEER or OWNER access to any of the work prior or during construction. The CONTRACTOR (or any of his Subcontractors) shall also permit such representatives access to any books, documents, papers, and records of the CONTRACTOR (or any of his Subcontractors) which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

By submission of the Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other

BIDDER or to any competitor; and

3. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

Each person signing the Bid shall certify that:

- He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or
- He is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will no participate, in any action contrary to items 1 through 3 in the paragraph above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to items 1 through 3 above.

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

The following procedures shall be followed when complaints arise:

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

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

- D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.
- E. BIDDER Requirements. Each BIDDER is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her Bid.

SECTION 00300**BID FORM**

PROJECT IDENTIFICATION (Project): High Point Lane Storm Sewer Outfall Repairs

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
4/16/21	1
4/20/21	2
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

- d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	0.30	\$28,000	\$8,400
2	STORM SEWER REMOVAL	FOOT	51	\$0.01	\$0.51
3	EARTHWORK, COMPLETE	L. SUM	1	\$35,900	\$35,900
4	CLEARING, SPECIAL	L. SUM	1	\$12,000	\$12,000
5	CONCRETE COLLAR, SPECIAL	EACH	1	\$4,000	\$4,000
6	STORM SEWER, CLASS A, TYPE 2, 15"	FOOT	32	\$102.50	\$3,280
7	STORM SEWER, CLASS A, TYPE 5, 15"	FOOT	32	\$104.50	\$3,344
8	STORM SEWER, CLASS A, TYPE 3, 24"	EACH	22	\$158.50	\$3,487
9	STORM SEWER, CLASS A, TYPE 5, 24"	FOOT	38	\$131	\$4,978
10	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	2	\$13,500	\$27,000
11	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND GRATE, SPECIAL	EACH	1	\$13,500	\$13,500
12	PRECAST REINFORCED CONCRETE FLARED END SECTION, 15"	EACH	1	\$1,400	\$1,400
13	PRECAST REINFORCED CONCRETE FLARED END SECTION, 24"	EACH	2	\$1,700	\$3,400
14	FILTER FABRIC	SQ. YD.	191	\$2.50	\$477.50
15	STONE RIPRAP, CLASS A5	TON	228	\$97	\$22,116

16	TOPSOIL FURNISH AND PLACE, 4"	SQ. YD.	1,173	\$7	\$8,211
17	SEEDING, CLASS 1B	ACRE	0.36	\$2,650	\$954
18	SEEDING, CLASS 3	ACRE	0.19	\$3,000	\$570
19	NITROGEN FERTILIZER NUTRIENTS	POUND	50	\$1	\$50
20	PHOSPHOROUS FERTILIZER NUTRIENTS	POUND	50	\$1	\$50
21	POTASSIUM FERTILIZER NUTRIENTS	POUND	50	\$1	\$50
22	MULCH, METHOD 2 (PROCEDURE 3)	ACRE	0.36	\$1,550	\$558
23	EROSION CONTROL BLANKET (SPECIAL)	SQ. YD.	889	\$2.72	\$2,418.08
24	AGGREGATE DITCH CHECK	EACH	1	\$2,500	\$2,500
25	TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE	MONTH	3	\$1,250	\$3,750
26	CONSTRUCTION LAYOUT AND STAKING	L. SUM	1	\$3,400	\$3,400
27	EROSION CONTROL, COMPLETE	L. SUM	1	\$3,900	\$3,900
28	MATERIALS TESTING	L. SUM	1	\$2,500	\$2,500
29	MOBILIZATION	L. SUM	1	\$12,000	\$12,000

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

\$ 184,194.09 (DOLLARS AND CENTS)
One Hundred Eighty-Four Thousand One Hundred Ninety-Four Dollars and Nine Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

5. All Work with respect to the Base Bid shall be substantially completed within 90 calendar days of the Notice To Proceeds commencement date.
6. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.
7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

If BIDDER is:

An Individual:

By _____ N/A _____ (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By _____ N/A _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:

By Stark Excavating, Inc.
(Corporation Name)

Illinois
(State of Incorporation)

By *DM*
(Name of Person Authorized to Sign)

Vice President
(Title)

(Corporate Seal)

Attest *Shirley Stager*
(Secretary)

Business address: 1805 W. Washington St.

Bloomington, IL 61701

Phone No.: 309-828-5034

A Joint Venture:

By *N/A*
(Name)

(Address)

By
(Name)

(Address)

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



Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

 President

 Secretary

BID BOND

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

BIDDER (Name and Address):

Stark Excavating, Inc.
1805 W. Washington St.
Bloomington, IL 61701

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

Berkley Insurance Company
475 Steamboat Rd.
Greenwich, CT 06830-7144

OWNER (Name and Address):

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

BID

Bid Due Date: April 20, 2021

Description (Project Name and Include Location): High Point Lane Storm Sewer Outfall Repairs

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): April 20, 2021

Penal sum	<u>Five Percent of Base Bid</u>	\$	<u>5% of Base Bid</u>
	(Words)		(Figures)

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

BIDDER

Stark Excavating, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

David K. Stark, Jr.

Print Name

Vice President

Title

Attest:

Signature Ila J. Slagell

Secretary

Title

SURETY

Berkley Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Lucas Sherman

Print Name

Attorney-in-Fact

Title

Attest:

See attached Jurat

Signature

Title

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

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lucas Sherman of CoraMae, Inc. dba Insurance Risk Managers of Champaign, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of December, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of December, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. 20th day of April, 2021

Given under my hand and seal of the Company, this 20th day of April, 2021

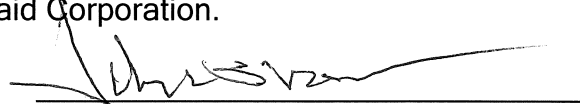
(Seal)

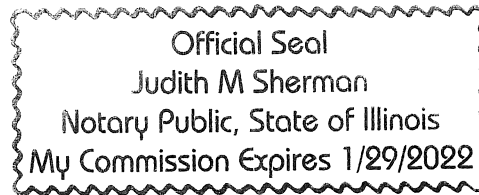
Vincent P. Forte

STATE OF: Illinois

COUNTY OF: Champaign

On this 20th day of April, 2021 personally appeared before me Judith M. Sherman, who being duly sworn did depose and say that Lucas Sherman is the attorney-in-fact of the **Berkley Insurance Company**, Wilmington, Delaware that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Judith M. Sherman acknowledged that Lucas Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.


Notary Public



SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

- A. The Contract, bonds, and certificates shall be those assembled by the ENGINEER and shall consist of the following:

Agreement
Performance Bond
Payment Bond
Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion
Contractor's Application for Payment
General Conditions
Supplementary Conditions

- B. Copies of the Agreement, bonds, and certificates follow for reference.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 27th day of April in the year 2021 by and between the City of Pekin; 111 S. Capitol Street; Pekin, IL 61554 (hereinafter called OWNER) and Stark Excavating, Inc.; 1805 W. Washington Street, Bloomington, IL 61701 (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

High Point Lane Storm Sewer Outfall Repairs

ARTICLE 2. ENGINEER

The Project has been designed by: Midwest Engineering Associates, Inc.
140 E. Washington Street;
East Peoria, Illinois 61611

00500-1

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 All Work with respect to the Base Bid shall be substantially completed within 90 calendar days of the Notice To Proceeds commencement date.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Eight Hundred Dollars (\$800.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on

recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 98 percent of the Work completed.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the

performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

- 8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.2 Exhibits to this Agreement (pages ____ to ____, inclusive).
- 8.3 Performance, Payment, and other Bonds, identified as listed in the Table of Contents.
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.
- 8.6 General Conditions (pages GC-1 to GC-57, inclusive).
- 8.7 Supplementary Conditions (pages SC-1 to SC-4, inclusive).
- 8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for HIGH POINT LANE STORM SEWER OUTFALL REPAIRS dated March 2021 and included in the plans bearing the title CITY OF PEKIN High Point Lane Storm Sewer Outfall Repairs Pekin, Illinois dated "April 27, 2021 Issued for Construction" as listed on the "Cover Sheet".
- 8.9 Plans bearing the title CITY OF PEKIN High Point Lane Storm Sewer Outfall Repairs Pekin, Illinois dated "April 27, 2021 Issued for Construction" as listed on the "Cover Sheet".
- 8.10 Addenda numbers 1 to 2, inclusive.
- 8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-6, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Contractor's Bid Submittal April 21, 2021 and Bid Bond, inclusive).

8.13 Appendix(ces) A, B, C and D, inclusive.

8.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to section 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplementary as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assign or from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on April 27, 2021.

OWNER City of Pekin

CONTRACTOR

By: _____

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

City of Pekin; 111 S. Capitol Street

Pekin, IL 61554

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. _____

Agent for service of process:

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

PERFORMANCE BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any

amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

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

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

7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

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

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Notice of AwardDate: April 27, 2021

Project: High Point Lane Storm Sewer Outfall Repairs

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

Owner's Contract No.:

Contract: High Point Lane Storm Sewer Outfall Repairs

Engineer's Project No.: 20200138

Bidder: Stark Excavating, Inc.

Bidder's Address: 1805 W. Washington Street, Bloomington, IL 61701

You are notified that your Bid dated April 21st, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid for the City of Pekin's High Point Lane Storm Sewer Outfall Repairs project.

The Contract Price of your Contract is One Hundred Eighty-Four Thousand One Hundred Ninety-Four Dollars and Nine Cents (\$184,194.09).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin

Owner

By:

Authorized Signature – Josie Esker

City Engineer

Title

Copy to Engineer

Notice to ProceedDate: April 27, 2021Project: High Point Lane Storm Sewer Outfall RepairsOwner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554Owner's Contract No.:Contract: High Point Lane Storm Sewer Outfall RepairsEngineer's Project No.: 20200138Contractor: Stark Excavating, Inc.Contractor's Address: 1805 W. Washington Street, Bloomington, IL 61701

You are notified that the Contract Times under the above Contract will commence to run on April 27th, 2021 (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the High Point Lane Storm Sewer Outfall Repairs project shall be substantially completed within 90 calendar days of the Notice to Proceeds commencement date. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, Performance Bond, and Payment Bond.

City of PekinOwnerGiven by:Authorized Signature – Josie EskerTitle – City EngineerDate

Copy to Engineer

EJCDC C-550 Notice to Proceed

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

NP - 1

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: High Point Lane Storm Sewer Outfall Repairs	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Storm Sewer Outfall Repairs	Date of Contract: April 27, 2021	
Contractor: Stark Excavating, Inc.; 1805 W. Washington Street, Bloomington, IL 61701	Engineer's Project No.: 20200138	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

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

Change Order Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

Certificate of Substantial Completion

Project: High Point Lane Storm Sewer Outfall Repairs

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

Owner's Contract No.:

Contract: High Point Lane Storm Sewer Outfall Repairs

Engineer's Project No.: 20200138

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Attachment: Exhibit B - Contract Document (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)



Contractor's Application for Payment No. _____

Application Period:		Application Date:	
To City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 (Owner): Attn: Josie Esker	From (Contractor): Stark Excavating, Inc. 1805 W. Washington Street, Bloomington, IL 61701	Via (Engineer): Midwest Engineering Associates, Inc.	
Project: High Point Lane Storm Sewer Outfall Repairs	Contract: High Point Lane Storm Sewer Outfall Repairs		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20200138	

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ _____
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ _____
			3. Current Contract Price (Line 1 ± 2).....	\$ _____
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate).....	\$ _____
			5. RETAINAGE:	
			a. X _____ Work Completed.....	\$ _____
			b. X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5a + Line 5b).....	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)....	\$ _____
			8. AMOUNT DUE THIS APPLICATION.....	\$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ _____
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____

Date: _____

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

is recommended by: _____
(Engineer) - Midwest Engineering Associates (Date)

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

is approved by: _____
(Owner) - City of Pekin (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

EJCDC C-700 Standard General Conditions of the Construction Contract
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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

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

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

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or

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

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

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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

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

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

4.01 Availability of Lands

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

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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

4.04 *Underground Facilities*

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

4.05 *Reference Points*

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

destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide

primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

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

6.05 *Substitutes and "Or-Equals"*

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

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

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the

information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

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

6.19 Contractor's General Warranty and Guarantee

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

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other

submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

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

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

7.03 *Legal Relationships*

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

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

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance

established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

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

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

11.02 Allowances

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

B. Cash Allowances:

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

C. Contingency Allowance:

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

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide

them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

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

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially

complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment**A. Application for Payment:*

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

B. Engineer's Review of Application and Acceptance:

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

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

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

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

3. complete the Work as Owner may deem expedient.

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

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time,

terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

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

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

- | | | |
|-----|-----------------|--------------------|
| (1) | Each Occurrence | <u>\$1,000,000</u> |
| (2) | Aggregate | <u>\$1,000,000</u> |

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

- (A.) Blanket Contractual Liability to include all oral and written agreements
- (B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be \$1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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

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

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

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

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

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

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

SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) General Aggregate \$ 2,000,000
- (2) Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, Housing Authority of the City of Pekin, and Park Court Limited shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of \$50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

SC-17. NO CHANGES

Attachment: Exhibit B - Contract Document (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)

**SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
HIGH POINT LANE STORM SEWER OUTFALL REPAIRS
Pekin, Illinois**

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed within 90 calendar days of the Notice to Proceeds commencement date.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of \$ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

COORDINATION, PROGRESS, & PAYMENT MEETINGS

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

CONSTRUCTION SCHEDULE

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

- Mobilization
- Erosion Control / Temporary Construction Fence
- Tree Clearing
- Storm Sewer / Earthwork
- Landscaping
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970, including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

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

ILLINOIS PREVAILING WAGE ACT:

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

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

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

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.
- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineer at the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.
- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.
- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.
- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.
- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.
- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.
- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the "substantially complete" Punch List items in accordance with the provision stated thereon.

APPROVED EQUALS

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

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

CORRECTIVE WORK PERIOD:

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

REFER TO SHEETS C110, C111, AND C112 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

APPENDIX A
TAZEWELL COUNTY PREVAILING WAGES

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

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

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

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

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

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

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

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

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

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

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) or Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunnelug; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tornadoizer; Tournapulls - all and similar type Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

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

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pump (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4 1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

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

LANDSCAPING

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

APPENDIX B
APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

Attachment: Exhibit B - Contract Document (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)



Local Public Agency	County	Street Name/Road Name	Section Number

All contractors are required to complete the following certification

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

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

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

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

SEE ATTACHED

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
Stark Excavating, Inc.		4-20-21
Title		
Vice President		
Address	City	State
1805 W. Washington St.	Bloomington	IL
		Zip Code
		61701



TAZEWELL County

K. Apprenticeship and Training Certification

1. Operators:
Operating Engineers Local 649
2. Laborers:
International Laborers Local 231
3. Carpenters:
Carpenters Local Union No. 193
4. Steel Work:
International Ass'n of Bridge, Structural, Ornamental & Reinforcement
Ironworker, Local 112
5. Finishers:
Operative Plasterers & Cement Mason Local 18
6. Teamsters
Teamsters Local No. 26
7. Plumbers
Plumbers Local No. 99

APPENDIX C
ADDENDUMS



April 16th, 2021

RE: City of Pekin
High Point Lane Storm Sewer Outfall Repairs
Pekin, Illinois
Midwest Engineering Associates, Inc. Job Number 20200138

ADDENDUM NO. 01

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. The bid opening date and time has been revised in accordance with the following:

Sealed bids for the Project will be received by City of Pekin, until 3:00 PM (prevailing time) on April 21st, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

Drawings

None

The following are answers to questions and/or clarifications that have been submitted through April 16th, 2021:

None

Sincerely,

Robert D. Culp, P.E., C.F.M.
Sr. Project Manager



April 20th, 2021

RE: City of Pekin
 High Point Lane Storm Sewer Outfall Repairs
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20200138

ADDENDUM NO. 02

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. Bid Form – Pages 00300 – 2 through 00300 – 3 have been revised per the following:

Page 00300 – 2; Revised STORM SEWER, CLASS A, TYPE 5, 15" quantity to 32 feet
 Page 00300 – 3; Revised TOPSOIL FURNISH AND PLACE, 4" quantity to 1,173 square feet
 Page 00300 – 3; Revised MULCH, METHOD 2 (PROCEDURE 3) quantity to 0.36 acre

Drawings

None

The following are answers to questions and/or clarifications that have been submitted through April 20th, 2021:

None

A COMPLETE SET OF UPDATED CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager

APPENDIX D
ACORD CERTIFICATE OF LIABILITY INSURANCE

Insurance certificates to be provided by contractor

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

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222-8600
309.689-8092 – Fax

March 2021

Project No. 20200138

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

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Attachment: Exhibit A - STARK EXCAVATING, INC. BID (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark

SECTION 00020 INVITATION TO BID

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as the "High Point Lane Storm Sewer Outfall Repairs" and is further described as follows:
 - 1. Reconstructing storm sewer outfalls at three locations. The project includes slope stabilization, permanent erosion control countermeasures, debris removal, tree clearing, earthwork, manholes, storm sewers, riprap, landscaping, and all collateral work.

1.02 TYPE OF BID

- A. Bids for the Project will be on a unit price basis.

1.03 TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed bids for the Project will be received by City of Pekin, until 10:30 AM (prevailing time) on April 20th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.
- B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

- A. Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

- A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Information to Bidders.

00020-1

1.06 PERFORMANCE AND PAYMENT BONDS

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

1.07 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.08 RIGHT TO REJECT BIDS

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

1.09 AWARD

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

SECTION 00100 INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 10:30 AM (prevailing time) on April 20, 2021 and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the City of Pekin, 111 S. Capitol Street, Pekin, Illinois 61554. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the "Project", and the envelope shall bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another enveloped addressed to the OWNER at 111 S. Capitol Street, Pekin, Illinois.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No BIDDER may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawing and specifications including addenda. After Bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contractor price, with a corporate surety approved by the OWNER, will be required for the faithful

Performance of the Contract. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

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

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

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

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his Bid.

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

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

The OWNER reserves the right to reject all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible BIDDER after the Bid evaluation has been submitted to, and approved by the OWNER.

Local laws, ordinances, regulations, or procedures which are designed or operate to give local or in-state BIDDERS preference over other BIDDERS shall not be employed in evaluating Bids.

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

- Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

All questions about the meaning or intent of the Contract Documents shall be submitted Midwest Engineering Associates, Inc. (MWEA), 140 E. Washington Street, East Peoria, Illinois, 61611, in writing. Questions received less than five days prior to the date for opening of the Bids will not be answered.

Replies will be issued by Addenda mailed or delivered to all parties recorded by CBT, as having received the Bidding Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The CONTRACTOR (or any of his Subcontractors) shall permit representatives of the ENGINEER or OWNER access to any of the work prior or during construction. The CONTRACTOR (or any of his Subcontractors) shall also permit such representatives access to any books, documents, papers, and records of the CONTRACTOR (or any of his Subcontractors) which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

By submission of the Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other

BIDDER or to any competitor; and

3. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

Each person signing the Bid shall certify that:

- He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or
- He is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to items 1 through 3 in the paragraph above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to items 1 through 3 above.

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

The following procedures shall be followed when complaints arise:

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

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

- D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.
- E. BIDDER Requirements. Each BIDDER is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her Bid.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): High Point Lane Storm Sewer Outfall Repairs

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
4/16/21	1
4/20/21	2

- b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.



April 16th, 2021

RE: City of Pekin
 High Point Lane Storm Sewer Outfall Repairs
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20200138

ADDENDUM NO. 01

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. The bid opening date and time has been revised in accordance with the following:

Sealed bids for the Project will be received by City of Pekin, until 3:00 PM (prevailing time) on April 21st, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

Drawings

None

The following are answers to questions and/or clarifications that have been submitted through April 16th, 2021:

None

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager



April 20th, 2021

RE: City of Pekin
 High Point Lane Storm Sewer Outfall Repairs
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20200138

ADDENDUM NO. 02

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. Bid Form – Pages 00300 – 2 through 00300 – 3 have been revised per the following:

Page 00300 – 2; Revised STORM SEWER, CLASS A, TYPE 5, 15" quantity to 32 feet
 Page 00300 – 3; Revised TOPSOIL FURNISH AND PLACE, 4" quantity to 1,173 square feet
 Page 00300 – 3; Revised MULCH, METHOD 2 (PROCEDURE 3) quantity to 0.36 acre

Drawings

None

The following are answers to questions and/or clarifications that have been submitted through April 20th, 2021:

None

A COMPLETE SET OF UPDATED CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager

- d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	0.30	28,000.00	8,400.00
2	STORM SEWER REMOVAL	FOOT	51	0.01	0.51 ^{hrs}
3	EARTHWORK, COMPLETE	L. SUM	1	35,900.00	35,900.00
4	CLEARING, SPECIAL	L. SUM	1	12,000.00	12,000.00
5	CONCRETE COLLAR, SPECIAL	EACH	1	4,000.00	4,000.00
6	STORM SEWER, CLASS A, TYPE 2, 15"	FOOT	32	102.50	3,280.00
7	STORM SEWER, CLASS A, TYPE 5, 15"	FOOT	32	104.50	3,344.00
8	STORM SEWER, CLASS A, TYPE 3, 24"	EACH	22	158.50	3,487.00
9	STORM SEWER, CLASS A, TYPE 5, 24"	FOOT	38	131.00	4,978.00
10	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	2	13,500.00	27,000.00
11	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND GRATE, SPECIAL	EACH	1	13,500.00	13,500.00
12	PRECAST REINFORCED CONCRETE FLARED END SECTION, 15"	EACH	1	1,400.00	1,400.00
13	PRECAST REINFORCED CONCRETE FLARED END SECTION, 24"	EACH	2	1,700.00	3,400.00
14	FILTER FABRIC	SQ. YD.	191	2.50	477.50
15	STONE RIPRAP, CLASS A5	TON	228	97.00	22,116.00

16	TOPSOIL FURNISH AND PLACE, 4"	SQ. YD.	1,173	<u>7.00</u>	<u>8,211.00</u>
17	SEEDING, CLASS 1B	ACRE	0.36	<u>2,650.00</u>	<u>954.00</u>
18	SEEDING, CLASS 3	ACRE	0.19	<u>3,000.00</u>	<u>570.00</u>
19	NITROGEN FERTILIZER NUTRIENTS	POUND	50	<u>1.00</u>	<u>50.00</u>
20	PHOSPHOROUS FERTILIZER NUTRIENTS	POUND	50	<u>1.00</u>	<u>50.00</u>
21	POTASSIUM FERTILIZER NUTRIENTS	POUND	50	<u>1.00</u>	<u>50.00</u>
22	MULCH, METHOD 2 (PROCEDURE 3)	ACRE	0.36	<u>1,550.00</u>	<u>558.00</u>
23	EROSION CONTROL BLANKET (SPECIAL)	SQ. YD.	889	<u>2.72</u>	<u>2,418.08</u>
24	AGGREGATE DITCH CHECK	EACH	1	<u>2,500.00</u>	<u>2,500.00</u>
25	TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE	MONTH	3	<u>1,250.00</u>	<u>3,750.00</u>
26	CONSTRUCTION LAYOUT AND STAKING	L. SUM	1	<u>3,400.00</u>	<u>3,400.00</u>
27	EROSION CONTROL, COMPLETE	L. SUM	1	<u>3,900.00</u>	<u>3,900.00</u>
28	MATERIALS TESTING	L. SUM	1	<u>2,500.00</u>	<u>2,500.00</u>
29	MOBILIZATION	L. SUM	1	<u>12,000.00</u>	<u>12,000.00</u>

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

\$ 184,194.09

(DOLLARS AND CENTS)

One hundred eighty-four thousand one hundred ninety-four and 09/100

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

5. All Work with respect to the Base Bid shall be substantially completed within 90 calendar days of the Notice To Proceeds commencement date.
6. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.
7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

If BIDDER is:

An Individual:

By N/A (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By N/A (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:

By Stark Excavating, Inc.
(Corporation Name)

Illinois
(State of Incorporation)

By *DM*
(Name of Person Authorized to Sign)

Vice President
(Title)

(Corporate Seal)

Attest *Sha Stager*
(Secretary)

Business address: 1805 W. Washington St.

Bloomington, IL 61701

Phone No.: 309-828-5034

A Joint Venture:

By *N/A*
(Name)

(Address)

By
(Name)

(Address)

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

BID BOND

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

BIDDER (Name and Address):

Stark Excavating, Inc.
1805 W. Washington St.
Bloomington, IL 61701

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

Berkley Insurance Company
475 Steamboat Rd.
Greenwich, CT 06830-7144

OWNER (Name and Address):

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

BID

Bid Due Date: April 20, 2021

Description (Project Name and Include Location): High Point Lane Storm Sewer Outfall Repairs

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): April 20, 2021

Penal sum Five Percent of Base Bid

(Words)

\$ 5% of Base Bid

(Figures)

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

BIDDER

Stark Excavating, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

David K. Stark, Jr.

Print Name

Vice President

Title

Attest:

Signature Ila J. Slagell

Secretary

Title

SURETY

Berkley Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Lucas Sherman

Print Name

Attorney-in-Fact

Title

Attest:

See attached Jurat

Signature

Title

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

DAMAGES FORM

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lucas Sherman of CoraMae, Inc. dba Insurance Risk Managers of Champaign, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of DECEMBER, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of DECEMBER, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. 20th day of April, 2021

Given under my hand and seal of the Company, this _____ day of _____, 2021

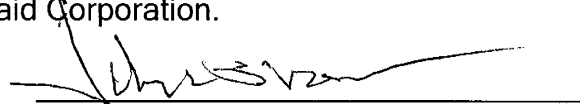
(Seal)

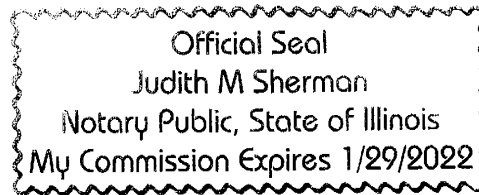
Vincent P. Forte

STATE OF: Illinois

COUNTY OF: Champaign

On this 20th day of April, 2021 personally appeared before me Judith M. Sherman, who being duly sworn did depose and say that Lucas Sherman is the attorney-in-fact of the **Berkley Insurance Company**, Wilmington, Delaware that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Judith M. Sherman acknowledged that Lucas Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.


Notary Public





Local Public Agency	County	Street Name/Road Name	Section Number

All contractors are required to complete the following certification

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

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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

SEE ATTACHED

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
Stark Excavating, Inc.		4-20-21
Title		
Vice President		
Address	City	State
1805 W. Washington St.	Bloomington	IL
		Zip Code
		61701

Instructions for BLR 12325 - Page 1 of 1

Instructions should not be included when the form is submitted.

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

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

Distribution:

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



TAZEWELL County

K. Apprenticeship and Training Certification

1. Operators:
Operating Engineers Local 649
2. Laborers:
International Laborers Local 231
3. Carpenters:
Carpenters Local Union No. 193
4. Steel Work:
International Ass'n of Bridge, Structural, Ornamental & Reinforcement
Ironworker, Local 112
5. Finishers:
Operative Plasterers & Cement Mason Local 18
6. Teamsters
Teamsters Local No. 26
7. Plumbers
Plumbers Local No. 99



Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

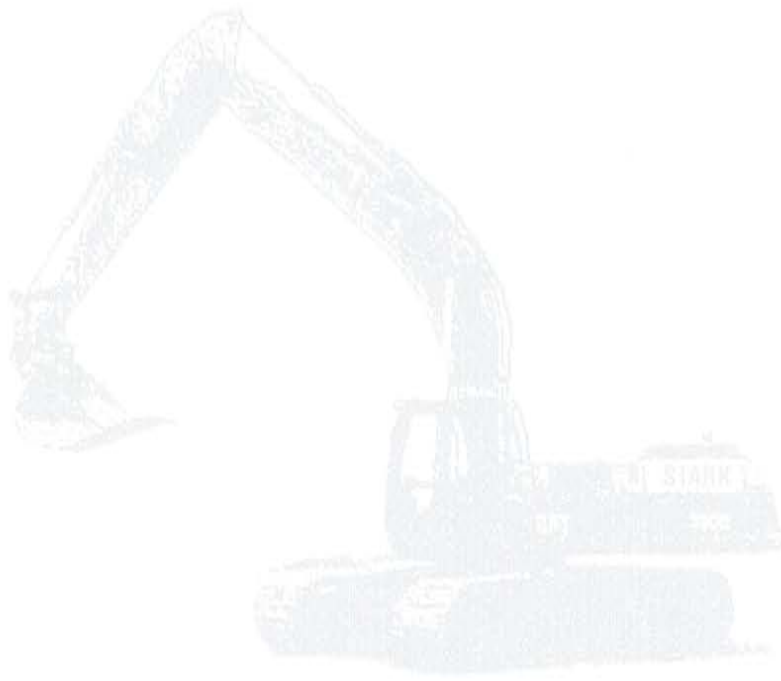
 President

 Secretary



SUBCONTRACTORS/ SUPPLIERS

- CENTRAL LANDSCAPING – SEEDING / EROSION BLANKET
- HOMER TREE SERVICE – TREE REMOVAL
- MIDWEST ENGINEERING – TESTING / LAYOUT
- COUNTY MATERIALS – CONCRETE PIPE / MANHOLES
- CASTINGS – CORE & MAIN



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

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222-8600
309.689-8092 – Fax

March 2021

Project No. 20200138

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

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SECTION 00020 INVITATION TO BID

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as the "High Point Lane Storm Sewer Outfall Repairs" and is further described as follows:
 - 1. Reconstructing storm sewer outfalls at three locations. The project includes slope stabilization, permanent erosion control countermeasures, debris removal, tree clearing, earthwork, manholes, storm sewers, riprap, landscaping, and all collateral work.

1.02 TYPE OF BID

- A. Bids for the Project will be on a unit price basis.

1.03 TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed bids for the Project will be received by City of Pekin, until 10:30 AM (prevailing time) on April 20th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.
- B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

- A. Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

- A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Information to Bidders.

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1.06 PERFORMANCE AND PAYMENT BONDS

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

1.07 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.08 RIGHT TO REJECT BIDS

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

1.09 AWARD

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

SECTION 00100 INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 10:30 AM (prevailing time) on April 20, 2021 and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the City of Pekin, 111 S. Capitol Street, Pekin, Illinois 61554. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the "Project", and the envelope shall bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another enveloped addressed to the OWNER at 111 S. Capitol Street, Pekin, Illinois.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No BIDDER may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawing and specifications including addenda. After Bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contractor price, with a corporate surety approved by the OWNER, will be required for the faithful

Performance of the Contract. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

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

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

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

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his Bid.

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

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

The OWNER reserves the right to reject all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible BIDDER after the Bid evaluation has been submitted to, and approved by the OWNER.

Local laws, ordinances, regulations, or procedures which are designed or operate to give local or in-state BIDDERS preference over other BIDDERS shall not be employed in evaluating Bids.

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

- Request access to an electronic copy of the **High Point Lane Storm Sewer Outfall Repairs** bid documents from Robert Culp at rculp@mweainc.com.
- Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.
- Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.
- The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

All questions about the meaning of intent of the Contract Documents shall be submitted Midwest Engineering Associates, Inc. (MWEA), 140 E. Washington Street, East Peoria, Illinois, 61611, in writing. Questions received less than five days prior to the date for opening of the Bids will not be answered.

Replies will be issued by Addenda mailed or delivered to all parties recorded by CBT, as having received the Bidding Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The CONTRACTOR (or any of his Subcontractors) shall permit representatives of the ENGINEER or OWNER access to any of the work prior or during construction. The CONTRACTOR (or any of his Subcontractors) shall also permit such representatives access to any books, documents, papers, and records of the CONTRACTOR (or any of his Subcontractors) which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

By submission of the Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other

BIDDER or to any competitor; and

3. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

Each person signing the Bid shall certify that:

- He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or
- He is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will no participate, in any action contrary to items 1 through 3 in the paragraph above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to items 1 through 3 above.

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

The following procedures shall be followed when complaints arise:

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

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

- D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.
- E. BIDDER Requirements. Each BIDDER is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her Bid.

SECTION 00300**BID FORM**

PROJECT IDENTIFICATION (Project): High Point Lane Storm Sewer Outfall Repairs

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
4/16/21	1
4/20/21	2
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

- d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	0.30	\$28,000	\$8,400
2	STORM SEWER REMOVAL	FOOT	51	\$0.01	\$0.51
3	EARTHWORK, COMPLETE	L. SUM	1	\$35,900	\$35,900
4	CLEARING, SPECIAL	L. SUM	1	\$12,000	\$12,000
5	CONCRETE COLLAR, SPECIAL	EACH	1	\$4,000	\$4,000
6	STORM SEWER, CLASS A, TYPE 2, 15"	FOOT	32	\$102.50	\$3,280
7	STORM SEWER, CLASS A, TYPE 5, 15"	FOOT	32	\$104.50	\$3,344
8	STORM SEWER, CLASS A, TYPE 3, 24"	EACH	22	\$158.50	\$3,487
9	STORM SEWER, CLASS A, TYPE 5, 24"	FOOT	38	\$131	\$4,978
10	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	2	\$13,500	\$27,000
11	MANHOLE, TYPE A, 5'-DIA. WITH TYPE 1 FRAME AND GRATE, SPECIAL	EACH	1	\$13,500	\$13,500
12	PRECAST REINFORCED CONCRETE FLARED END SECTION, 15"	EACH	1	\$1,400	\$1,400
13	PRECAST REINFORCED CONCRETE FLARED END SECTION, 24"	EACH	2	\$1,700	\$3,400
14	FILTER FABRIC	SQ. YD.	191	\$2.50	\$477.50
15	STONE RIPRAP, CLASS A5	TON	228	\$97	\$22,116

16	TOPSOIL FURNISH AND PLACE, 4"	SQ. YD.	1,173	\$7	\$8,211
17	SEEDING, CLASS 1B	ACRE	0.36	\$2,650	\$954
18	SEEDING, CLASS 3	ACRE	0.19	\$3,000	\$570
19	NITROGEN FERTILIZER NUTRIENTS	POUND	50	\$1	\$50
20	PHOSPHOROUS FERTILIZER NUTRIENTS	POUND	50	\$1	\$50
21	POTASSIUM FERTILIZER NUTRIENTS	POUND	50	\$1	\$50
22	MULCH, METHOD 2 (PROCEDURE 3)	ACRE	0.36	\$1,550	\$558
23	EROSION CONTROL BLANKET (SPECIAL)	SQ. YD.	889	\$2.72	\$2,418.08
24	AGGREGATE DITCH CHECK	EACH	1	\$2,500	\$2,500
25	TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE	MONTH	3	\$1,250	\$3,750
26	CONSTRUCTION LAYOUT AND STAKING	L. SUM	1	\$3,400	\$3,400
27	EROSION CONTROL, COMPLETE	L. SUM	1	\$3,900	\$3,900
28	MATERIALS TESTING	L. SUM	1	\$2,500	\$2,500
29	MOBILIZATION	L. SUM	1	\$12,000	\$12,000

BASE BID: HIGH POINT LANE STORM SEWER OUTFALL REPAIRS

\$ 184,194.09 (DOLLARS AND CENTS)
One Hundred Eighty-Four Thousand One Hundred Ninety-Four Dollars and Nine Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

5. All Work with respect to the Base Bid shall be substantially completed within 90 calendar days of the Notice To Proceeds commencement date.
6. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.
7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

If BIDDER is:

An Individual:

By _____ N/A _____ (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By _____ N/A _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:

By Stark Excavating, Inc.
(Corporation Name)

Illinois
(State of Incorporation)

By *DM*
(Name of Person Authorized to Sign)

Vice President
(Title)

(Corporate Seal)

Attest *Sha Stager*
(Secretary)

Business address: 1805 W. Washington St.

Bloomington, IL 61701

Phone No.: 309-828-5034

A Joint Venture:

By *N/A*
(Name)

(Address)

By
(Name)

(Address)

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



Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

 President

 Secretary

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lucas Sherman of CoraMae, Inc. dba Insurance Risk Managers of Champaign, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of December, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of December, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. 20th day of April, 2021

Given under my hand and seal of the Company, this 20th day of April, 2021

(Seal)

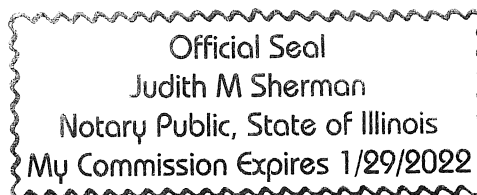
Vincent P. Forte

STATE OF: Illinois

COUNTY OF: Champaign

On this 20th day of April, 2021 personally appeared before me Judith M. Sherman, who being duly sworn did depose and say that Lucas Sherman is the attorney-in-fact of the **Berkley Insurance Company**, Wilmington, Delaware that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Judith M. Sherman acknowledged that Lucas Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.


Notary Public



SECTION 00500 CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

- A. The Contract, bonds, and certificates shall be those assembled by the ENGINEER and shall consist of the following:

Agreement
Performance Bond
Payment Bond
Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion
Contractor's Application for Payment
General Conditions
Supplementary Conditions

- B. Copies of the Agreement, bonds, and certificates follow for reference.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 27th day of April in the year 2021 by and between the City of Pekin; 111 S. Capitol Street; Pekin, IL 61554 (hereinafter called OWNER) and Stark Excavating, Inc.; 1805 W. Washington Street, Bloomington, IL 61701 (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

High Point Lane Storm Sewer Outfall Repairs

ARTICLE 2. ENGINEER

The Project has been designed by: Midwest Engineering Associates, Inc.
140 E. Washington Street;
East Peoria, Illinois 61611

00500-1

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 All Work with respect to the Base Bid shall be substantially completed within 90 calendar days of the Notice To Proceeds commencement date.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Eight Hundred Dollars (\$800.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on

recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 98 percent of the Work completed.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the

performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

- 8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.2 Exhibits to this Agreement (pages ____ to ____, inclusive).
- 8.3 Performance, Payment, and other Bonds, identified as listed in the Table of Contents.
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.
- 8.6 General Conditions (pages GC-1 to GC-57, inclusive).
- 8.7 Supplementary Conditions (pages SC-1 to SC-4, inclusive).
- 8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for HIGH POINT LANE STORM SEWER OUTFALL REPAIRS dated March 2021 and included in the plans bearing the title CITY OF PEKIN High Point Lane Storm Sewer Outfall Repairs Pekin, Illinois dated "April 27, 2021 Issued for Construction" as listed on the "Cover Sheet".
- 8.9 Plans bearing the title CITY OF PEKIN High Point Lane Storm Sewer Outfall Repairs Pekin, Illinois dated "April 27, 2021 Issued for Construction" as listed on the "Cover Sheet".
- 8.10 Addenda numbers 1 to 2, inclusive.
- 8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-6, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Contractor's Bid Submittal April 21, 2021 and Bid Bond, inclusive).

8.13 Appendix(ces) A and B, inclusive.

8.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to section 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplementary as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assign or from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on April 27, 2021.

OWNER City of Pekin

CONTRACTOR

By: _____

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

City of Pekin; 111 S. Capitol Street

Pekin, IL 61554

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. _____

Agent for service of process:

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

PERFORMANCE BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any

amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

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

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

7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

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

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Notice of AwardDate: April 27, 2021

Project: High Point Lane Storm Sewer Outfall Repairs

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

Owner's Contract No.:

Contract: High Point Lane Storm Sewer Outfall Repairs

Engineer's Project No.: 20200138

Bidder: Stark Excavating, Inc.

Bidder's Address: 1805 W. Washington Street, Bloomington, IL 61701

You are notified that your Bid dated April 21st, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid for the City of Pekin's High Point Lane Storm Sewer Outfall Repairs project.

The Contract Price of your Contract is One Hundred Eighty-Four Thousand One Hundred Ninety-Four Dollars and Nine Cents (\$184,194.09).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin

Owner

By:

Authorized Signature – Josie Esker

City Engineer

Title

Copy to Engineer

Notice to ProceedDate: April 27, 2021Project: High Point Lane Storm Sewer Outfall RepairsOwner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554Owner's Contract No.:Contract: High Point Lane Storm Sewer Outfall RepairsEngineer's Project No.: 20200138Contractor: Stark Excavating, Inc.Contractor's Address: 1805 W. Washington Street, Bloomington, IL 61701

You are notified that the Contract Times under the above Contract will commence to run on April 27th, 2021 (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the High Point Lane Storm Sewer Outfall Repairs project shall be substantially completed within 90 calendar days of the Notice to Proceeds commencement date. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, Performance Bond, and Payment Bond.

City of PekinOwnerGiven by:Authorized Signature – Josie EskerTitle – City EngineerDate

Copy to Engineer

EJCDC C-550 Notice to Proceed

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

NP - 1

Attachment: Exhibit B - Contract Documents (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: High Point Lane Storm Sewer Outfall Repairs	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Storm Sewer Outfall Repairs	Date of Contract: April 27, 2021	
Contractor: Stark Excavating, Inc.; 1805 W. Washington Street, Bloomington, IL 61701	Engineer's Project No.: 20200138	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

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

Change Order Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

Certificate of Substantial Completion

Project: High Point Lane Storm Sewer Outfall Repairs

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

Owner's Contract No.:

Contract: High Point Lane Storm Sewer Outfall Repairs

Engineer's Project No.: 20200138

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Attachment: Exhibit B - Contract Documents (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)



Contractor's Application for Payment No. _____

Application Period:		Application Date:
To City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 (Owner): Attn: Josie Esker	From (Contractor): Stark Excavating, Inc. 1805 W. Washington Street, Bloomington, IL 61701	Via (Engineer): Midwest Engineering Associates, Inc.
Project: High Point Lane Storm Sewer Outfall Repairs	Contract: High Point Lane Storm Sewer Outfall Repairs	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20200138

Application For Payment
Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$
Number	Additions	Deductions	2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate)..... \$
			5. RETAINAGE:
			a. X _____ Work Completed..... \$
			b. X _____ Stored Material..... \$
			c. Total Retainage (Line 5a + Line 5b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).... \$
			8. AMOUNT DUE THIS APPLICATION..... \$
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above)..... \$
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____

Date: _____

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

is recommended by: _____
(Engineer) - Midwest Engineering Associates (Date)

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

is approved by: _____
(Owner) - City of Pekin (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

EJCDC C-700 Standard General Conditions of the Construction Contract
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GC - 1

Attachment: Exhibit B - Contract Documents (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)

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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

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

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

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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

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

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

4.01 Availability of Lands

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

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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

4.04 *Underground Facilities*

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

4.05 *Reference Points*

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

destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide

primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

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

6.05 *Substitutes and "Or-Equals"*

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

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

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

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

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the

information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

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

6.19 Contractor's General Warranty and Guarantee

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

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other

submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

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

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

7.03 *Legal Relationships*

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

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

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

9.02 *Visits to Site*

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

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

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

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

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance

established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

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

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

11.02 Allowances

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

B. *Cash Allowances:*

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

C. *Contingency Allowance:*

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

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide

them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

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

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

- and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. Reduction in Payment:

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

14.03 Contractor's Warranty of Title

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

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially

complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment**A. Application for Payment:*

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

B. Engineer's Review of Application and Acceptance:

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

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

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

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

3. complete the Work as Owner may deem expedient.

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

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time,

terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

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

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

- | | | |
|-----|-----------------|--------------------|
| (1) | Each Occurrence | <u>\$1,000,000</u> |
| (2) | Aggregate | <u>\$1,000,000</u> |

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

- (A.) Blanket Contractual Liability to include all oral and written agreements
- (B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be \$1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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

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

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

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

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

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

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

SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) General Aggregate \$ 2,000,000
- (2) Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, Housing Authority of the City of Pekin, and Park Court Limited shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of \$50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

SC-17. NO CHANGES

SC-4

**SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
HIGH POINT LANE STORM SEWER OUTFALL REPAIRS
Pekin, Illinois**

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed within 90 calendar days of the Notice to Proceeds commencement date.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of \$ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

COORDINATION, PROGRESS, & PAYMENT MEETINGS

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

CONSTRUCTION SCHEDULE

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

- Mobilization
- Erosion Control / Temporary Construction Fence
- Tree Clearing
- Storm Sewer / Earthwork
- Landscaping
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970, including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

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

ILLINOIS PREVAILING WAGE ACT:

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

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

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

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.
- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineer at the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.
- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.
- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.
- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.
- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.
- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.
- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the "substantially complete" Punch List items in accordance with the provision stated thereon.

APPROVED EQUALS

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

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

CORRECTIVE WORK PERIOD:

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

REFER TO SHEETS C110, C111, AND C112 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

APPENDIX A
TAZEWELL COUNTY PREVAILING WAGES

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

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

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

Attachment: Exhibit B - Contract Documents (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)

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

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

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

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

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

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

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

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) or Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunnelugger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tornadoizer; Tournapulls - all and similar type Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

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

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pump (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4 1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

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

LANDSCAPING

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

APPENDIX B
APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

Attachment: Exhibit B - Contract Documents (2566 : Resolution No. 242-20/21 to Award the High Point Lane Contract to Stark Excavating)



Local Public Agency	County	Street Name/Road Name	Section Number

All contractors are required to complete the following certification

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

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

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

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

SEE ATTACHED

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
Stark Excavating, Inc.		4-20-21
Title		
Vice President		
Address	City	State
1805 W. Washington St.	Bloomington	IL
		Zip Code
		61701



TAZEWELL County

K. Apprenticeship and Training Certification

1. Operators:
Operating Engineers Local 649
2. Laborers:
International Laborers Local 231
3. Carpenters:
Carpenters Local Union No. 193
4. Steel Work:
International Ass'n of Bridge, Structural, Ornamental & Reinforcement
Ironworker, Local 112
5. Finishers:
Operative Plasterers & Cement Mason Local 18
6. Teamsters
Teamsters Local No. 26
7. Plumbers
Plumbers Local No. 99



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 243-20/21 Approve Joint Agreement with IDOT

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to approve a Joint Agreement with the State of Illinois, acting through the Illinois Department of Transportation (IDOT) to install a new traffic signal controller at the intersection of Court Street and 14th Street. Per this agreement, IDOT would pay 80% of the cost of the project, and the City would be responsible for 20%.

As there have been continual issues with the controller at this intersection, it is staff's recommendation that this agreement be approved so that the improvement can be installed at a reduced cost to the City.

FINANCIAL IMPACT:

Requested Amount: \$863
 Line Item: 445-041-532000 (FY22)
 Budgeted Amount: \$20,000
 Remaining Funds: \$20,000

IMPACT IF APPROVED: The agreement will be signed, and a new traffic signal controller will be installed at Court & 14th.

IMPACT IF DENIED: The agreement will not be signed, and IDOT will not install a new traffic signal controller.

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

4/22/2021

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 an agreement with the State of Illinois for modernizing existing traffic signal installations by installing a new traffic signal controller at the intersection of Court Street and 14th Street;

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 A, 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

Various Routes
 State Section: D4 ITS System 2021-1
 Peoria & Tazewell Counties
 Location: Installation of traffic signal cabinets,
 Controllers, communication equipment, and
 Video detection systems
 Job No. C-94-038-21
 Contract No. 68G21
 Catalog No.: 036153-00D
 Agreement No.: JN-421-017

AGREEMENT

This Agreement, entered into this _____ day of _____ A.D., 2021, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF PEKIN, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of modernizing existing signal installations by installing a new traffic controller, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS the CITY is desirous of said improvement in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications, and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

TYPE OF WORK	STATE COST (%)	CITY COST (%)	TOTAL COST
Modernize TS at Court St. @ 14 th Street.	3,000 (80)	750 (20)	3,750
Prelim. Eng. (5%)	150 (80)	38 (20)	188
Const. Eng. (10%)	300 (80)	75 (20)	375
Remaining Const.	515,000 (100)	0	515,000
Prelim. Eng. (5%)	25,750 (100)	0	25,750
Const. Eng. (10%)	51,500 (100)	0	51,500
TOTALS	\$595,700	\$863	\$596,563

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Costs shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals items shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2021 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plan's specifications, by resolution or letter.

6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance responsibilities for the traffic signal controller, installed herein in accordance with the existing Master Agreement executed on July 1, 2011 or in accordance with any such Master Agreement that may be executed in the future.
9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
10. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002169 and the CITY is doing business as a municipality whose mailing address is 111 South Capitol Street, Pekin, Illinois 61554.

Various Routes

State Section: D4 ITS System 2021-1
 Peoria & Tazewell Counties
 Location: Installation of traffic signal cabinets,
 Controllers, communication equipment, and
 Video detection systems
 Job No. C-94-038-21
 Contract No. 68G21
 Catalog No.: 036153-00D
 Agreement No.: JN-421-017

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors
 and assigns.

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
 Kensil A. Garnett, P.E.
 Region Three Engineer

By: _____
 Mark Luft, Mayor

Date: _____

Date: _____

Attest: _____
 Sue McMillan, City Clerk

RH:pjl\ls:\mgr1\winword\progdev\agreements\joint\jn421017.docx

Attachment: Exhibit A - Joint Agreement with IDOT (2555 : Resolution No. 243-20/21 Approve Joint Agreement with IDOT)

Various Routes
Section: D4 ITS System 2021-1
Peoria & Tazewell Counties
Location: Installation of traffic signal cabinets, controllers,
Communication equipment, and video detection systems.
Agreement No. JN-421-017
Contract No. 68G21
Catalog No.: 036153-00D

I approve the portions of the final plans for the above-captioned project that pertain to the maintenance obligations of the city of Pekin.

Mark Luft, Mayor

Date



Illinois Department of Transportation

Agreement Funding Method Payment

Route: Various

Agreement No.: JN-421-017

Section: D4 ITS System 2021-1

Catalog No.: 036153-00D

Counties: Peoria & Tazewell

Resolution No.: _____

EXHIBIT "A" FUNDING RESOLUTION

WHEREAS, the CITY OF PEKIN (CITY) has entered into an AGREEMENT with the State of Illinois for the modernization of the existing signals at the intersection of Court Street & 14th Street; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of eight hundred sixty-three Dollars (\$863), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS)
) ss
COUNTY OF TAZEWELL)

I, _____, City Clerk in and for the CITY OF PEKIN, State of Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the CITY at its meeting on _____, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD., 2021.

(SEAL)

Sue McMillan, City Clerk

Attachment: Exhibit A - Joint Agreement with IDOT (2555 : Resolution No. 243-20/21 Approve Joint Agreement with IDOT)

ATTACHMENT 1
TIN CERTIFICATION

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 37-6002169

Legal Status

- | | |
|---|---|
| ☐ Individual | ☒ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |

LOCATION MAP

VARIOUS ROUTES SECTION D4 ITS SYSTEM 2021-1

PEORIA & TAZEWELL COUNTIES

C-94-038-21





REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 244-20/21 Renewal of Professional Services Agreement with City Solutions, LLC

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Attached to this Request for Council Action is a professional service agreement with City Solutions, LLC (Matt Fick) to provide the City with Planning, Zoning and Economic Development advisory services for FY 2021-2022. The agreement mirrors the current contract that is in place but has been slightly modified to reduce some of the administrative duties, such as typing minutes, sending out notification letters, posting agendas etc. so he can focus more on larger issues as they related to planning and zoning.

This reallocation of time will also allow him to focus more on economic development activities as outlined in the attached contract as the new tax increment finance district and business development district start to gain momentum with business activity. Mr. Fick will still be responsible for staffing the Planning Commission, Zoning Board of Appeals, the Economic Development Advisory Committee and serve as the City liaison/board member for Pekin Main Street. The hourly rate for this contract is \$80/hour, which is the current rate so no increase is being requested. The maximum number of hours worked in the contract are 1,200, which is the same total in the existing contract.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: Up to \$96,000

Line Item:	560500 (Consulting Services) in funds	208	270	273	275	277
Budgeted Amount:		\$25,000	\$5,000	\$5,000	\$5,000	\$60,000
Remaining Funds:		\$25,000	\$5,000	\$5,000	\$5,000	\$60,000

IMPACT IF APPROVED: City of Pekin continues its existing contractual agreement and working relationship with Mr. Fick.

IMPACT IF DENIED: City of Pekin seeks alternative solutions to their planning, zoning and economic development needs.

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

4/21/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/22/2021

Date:

WHEREAS, the City previously entered into a professional service agreement with City Solutions, LLC (Matt Fick) to provide the City with Planning, Zoning and Economic Development advisory services; and

WHEREAS, the City desires to renew said professional agreement for Fiscal Year 2021-2022, with such modifications as set forth in Exhibit A attached hereto.

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

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

Section 2. The professional services agreement with City Solutions, LLC, attached hereto as Exhibit A is approved. The Mayor is authorized and directed to execute, and the City Clerk is directed to attest, said agreement.

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

MAYOR

ATTEST:

CITY CLERK

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) is made between the City of Pekin, an Illinois municipal corporation located at 111 South Capitol Street, Pekin, IL 61554 (the “City”) and City Solutions, LLC located at 59 Hickory Ridge Drive, Morton, IL 61550 (the “Contractor”).

WHEREAS, the City requests Contractor to perform services for it; and

WHEREAS, the City and Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. The City shall retain Contractor and Contractor shall provide City with the following services:
 - a. **Planning & Zoning Administration Services.** The City shall retain Contractor to provide the City with planning and zoning administration services that may include but are not limited to the following:
 - Responding to zoning related issues, questions and applications, as well as, advising on zoning requests and alternative options.
 - Staffing the Planning Commission and Zoning Board of Appeals. Writing reports and recommendations as needed.
 - b. **Economic Development Services.** The City shall retain Contractor to provide the City with economic development services that may include but are not limited to the following:
 - **BUSINESS ATTRACTION**
 - Business attraction prospect lead generation
 - Sales and Marketing of the City and prospective development sites
 - Incentive packaging/deal structuring
 - Deal closure
 - **BUSINESS EXPANSION AND RETENTION (BRE)**
 - BRE visits and business check-in’s to Pekin businesses
 - Providing technical assistance, information or resources to Pekin businesses
 - **BUSINESS DEVELOPMENT**
 - Recruitment startups or entrepreneurs to Pekin
 - Assistance with site location and financial packaging for business growth
 - **MISCELLANEOUS**
 - Tourism development
 - Coordination of economic development assets (sites, infrastructure, TIF Districts, Enterprise Zone, Opportunity Zone, Downtown, riverfront, commercial corridors, etc.)
 - Federal and State grant procurement

- Identification of workforce development opportunities, trainings or partnerships
- Participation in regional economic development efforts
- Coordinated communications with other city staff
- Monthly reporting of activities and projects.

2. Term and Work Hours.

- a. Term of Agreement. The term of this Agreement shall commence May 1, 2021 and end April 30, 2022, unless otherwise terminated sooner via Section 11 of this Agreement. At any time, the parties may choose to extend this Agreement for any desired time period, upon mutual written agreement.
- b. Work Hours. Unless otherwise amended and approved by the City through its City Manager, Contractor shall set his own work schedule and generally work a total of up to 24 hours per week or a maximum total of 1,200 during the term of the agreement.

3. Compensation.

- a. Hourly Compensation. In consideration for the services to be performed by the Contractor listed in Section 1, City agrees to pay to Contractor the sum of \$80 per hour for work performed. Invoices shall be issued to City by Contractor bi-weekly after performance of any work performed. City shall reimburse Contractor within fifteen (15) days upon receipt of a request for reimbursement from the Contractor. The Contractor shall provide City with documentation supporting all expenses related to hourly compensation and at City's request, provide such information within 5 days.

4. Related Expenses and Access to City Property.

- a. Related Expenses. The City shall reimburse Contractor for all pre-approved, reasonable and necessary expenses incurred in connection with the services provided, such as mileage.
- b. Use of City Offices and Equipment. If needed to conduct business on behalf of the City, City may provide Contractor the use of the following:
 - Office space
 - Computer or laptop
 - Telephone
 - Fax machine
 - Copier
 - Office supplies
 - Mailing system
 - The Contractor shall also have access to a City email account and the City's network.

5. Taxes.

- a. City shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor. Contractor shall be exclusively responsible for the payment of all taxes, withholding payments, contributions to insurance (including Illinois unemployment insurance should such payments be applicable), contributions to pensions or other deferred compensation

plans, Workers' Compensation obligations and FICA (Social Security and Medicare related taxes) obligations and the filing of all necessary documents, forms and returns pertinent to the foregoing.

- b. Contractor and City agree to promptly notify each other and mutually cooperate in any investigation or proceeding regarding Contractor's independent contractor status. Contractor shall defend and hold harmless the City against any and all claims that the City is responsible for the payment or filing of the foregoing payments, withholdings, contributions, taxes and documents and returns, including, but not limited to FICA taxes, FUTA taxes, state employment security obligations, and Federal and state employer income tax withholding obligations, interest and penalties.
- c. It is expressly understood that the City will issue the required Internal Revenue Service Form 1099 to Contractor. Contractor will be responsible for his own tax obligations. Contractor specifically acknowledges that he is not entitled to unemployment insurance benefits at the end of this agreement. Any effort by Contractor to involve the City in benefit disputes beyond the scope of this Agreement will entitle the City to recover its attorneys' fees when defending itself from damages caused by Contractor's improper conduct.

6. Changes.

- a. Change Orders. The City, without invalidating this Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions.
- b. Change Order Requirements. All change orders shall be a written order signed by the City and shall specify the elements of the Services to be changed, and the impact, if any, that the requested change will have on (A) the compensation, (B) time for performance or (C) any other terms or conditions of this Agreement.
- c. Adjustments to Compensation. In the event that any such changes materially impact the cost to the Contractor of performing the Services or the time required for such performance, the parties shall negotiate in good faith a reasonable and equitable adjustment in the fees and schedule, as applicable.

7. Independent Contractor Status.

- a. Status. Contractor is an independent contractor of City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- b. No Authority. Contractor shall have no authority to act as agent for, or on behalf of, City, or to represent City, or bind City in any manner.
- c. No Employee Benefits. Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of City.

- 8. Representations and Warranties.** The City and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into the

Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the City or the Contractor respectively and any other person, firm or organization or any law or governmental regulation.

- 9. Confidential Information.** Contractor and its employees shall not, during the time of rendering services to the City or thereafter, disclose to anyone other than authorized employees of the City (or persons designated by such duly authorized employees of the City) or use for the benefit of Contractor and its employees or for any entity other than the City, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the City projects or programs; the technical, commercial or any other affairs of the City; or, any confidential information which the City has received from a third party.

10. Intellectual Property.

- a. Work Product. During the course of performing Economic development services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with City, develop information, produce work product, or achieve other results for City in connection with the Economic development services it performs for City.
- b. Ownership. Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/ or City in connection with such Economic development services (hereinafter referred to collectively as the "Work Product") shall, to the extent by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S. C. 101), and shall remain the sole and exclusive property of City.
- c. Assignment of Interest. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to City all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.
- d. Moral Rights. Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
- e. Assistance. Contractor further agrees to provide all assistance reasonably requested by City, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of City's rights in the Work Product.

11. Termination.

- a. Notice of Termination. This Agreement may be terminated by either the City or the Contractor at any time for any reason, with or without cause, by giving fourteen (14) days from written notice of termination. The City may terminate this agreement immediately upon written notice in the event Contractor engages in gross or willful misconduct which causes material damage to the City.
- b. Payment Upon Termination. The City will pay Contractor for all Services performed by

Contractor through the date of termination.

12. General Provisions.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- b. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- c. Amendment. This Agreement may be amended only by written agreement of the parties.
- d. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- e. Assignment. This Agreement shall not be assigned by either party without the consent of the other party.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules.
- g. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the City and the Contractor have each executed and delivered this Agreement as of the Effective Date.

CITY OF PEKIN, ILLINOIS

MATT FICK

By: _____
Mark A. Luft, Mayor

By: _____
Matt Fick, Owner/Manager
City Solutions, LLC

Attest: _____
Sue McMillan, City
Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 245-20/21 Renewal and Amendment of Professional Services Agreement with SAFEbuilt

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: In April 2020, the City outsourced its building inspection operations and entered into a 1-year professional services agreement with SAFEbuilt Illinois LLC. The company was formed in 1992 to provide high quality professional inspection services to communities across Illinois and the United States. The company brings a high level of customer service, technical tools, and a professional culture in providing building inspections and plan review services. The following are highlights of the services provided by SAFEbuilt:

- Performs services in accordance with adopted building codes and ordinances adopted by the City.
- Provides a dedicated building official and permit technician; all plan review; and inspection coverage.
- Qualified professionals are employed with current certifications, certificates, licenses as required for services that are provided to the City.
- Use their own vehicles, tools, hardware and standard computer software package in providing its services.

Since contracting with SAFEbuilt has realized savings in the Building Inspections Department and they provide a valuable service to the public, staff is recommending to continue to use the company to perform its building inspection operations.

Attached is a document that extends SAFEbuilt's contract another twelve (12) months, as well as, incorporates some changes that the parties feel are necessary. These include a) allowing SAFEbuilt to perform plumbing inspections in the future (this was previously outsourced to another third party); and b) allowing SAFEbuilt to perform other building inspection related work, such as contractor licensing and renewals that were not originally anticipated.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount:	Base fee is \$8,145 per month, plus permit revenues that will vary depending on activity	
Line Item:	100-793-560500	(FY22 Budget, not yet adopted)
Budgeted Amount:	\$200,000	(FY22 Budget, not yet adopted)
Remaining Funds:	\$200,000	(FY22 Budget, not yet adopted)

IMPACT IF APPROVED: SAFEbuilt will continue to provide building inspection services

IMPACT IF DENIED: SAFEbuilt will not continue to provide building inspection services

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

4/20/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/22/2021

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 extend and amend a Professional Services Agreement, as substantially set forth in the Exhibit A attached hereto, with SAFEbuilt Illinois, LLC, for the provision of professional building, mechanical, plumbing and electrical inspection services ("Agreement"); and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to enter in the Agreement.

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 or the City Manager is authorized and directed to negotiate and enter into the Amendment Agreement, in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor or City Manager deems appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Agreement as negotiated and approved by the Mayor 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF PEKIN, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Pekin, Illinois, ("Municipality") and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall use its own vehicles, tools, hardware and standard computer software package in providing the Services. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable efforts to comply with the requirements of Exhibit B, and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to the Services shall be made in writing and shall specify the changes in the Scope of Service, any adjustment in compensation for Services, the timeframe for implementing such changes, and any other terms as the Parties may agree. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Consultant may suspend Services until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultant's invoice date. If any portion of an invoice is disputed, Municipality will submit payment within thirty (30) days after resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, provided that this Agreement may be renewed for successive twelve (12) month terms upon written agreement of the Parties. In the absence of written agreement to renew, this Agreement will terminate upon the expiration of the then-current twelve (12) month term.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement, upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

At the Municipality's option, the Consultant shall complete the final inspection of any property for which a permit was issued prior to the termination date, and which permit has not expired or final inspection pursuant to which has not been completed as of the termination date. In such case, Consultant's obligation under this Agreement is met upon (i) completion of final inspection, (ii) permit expiration, or (iii) the passage of ninety (90) days beyond the termination date, whichever occurs first. Alternatively, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected by Municipality and paid to Consultant, but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any of Consultant's personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of or material breach of any obligation under this Agreement by Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign or statutory immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT,

INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
 2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
 3. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
 4. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
 5. Municipality shall be named as an additional insured on Consultant's insurance coverage.
 6. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth

herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form with all individually identifiable information redacted, for purposes of (i) sales and marketing of existing and future Consultant services; (ii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality's data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant-provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to certain records of Municipality in order for Consultant to perform its obligations under this Agreement. Consultant will provide a detailed list of requested records to Municipality for written consent. Municipal consent shall not be unreasonably withheld. Accordingly, Municipality will either provide to Consultant such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its records and record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when an assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices required by any state or federal agency, setting forth the provisions of state or federal Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING UNDOCUMENTED IMMIGRANT

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an undocumented immigrant to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an undocumented immigrant to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the annual salary, including bonus, paid to such employee by the Consultant.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or deposited for mailing, pre-paid, first class United States Mail, or sent by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Mark Rothert, City Manager City of Pekin 111 South Capitol Street Pekin, Illinois 61554 Email: marothert@ci.pekin.il.us	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Illinois and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

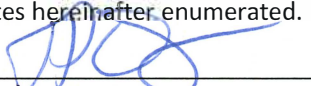
31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

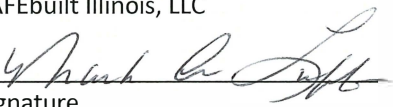
This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Thomas P. Wilkas, CFO
SAFEbuilt Illinois, LLC

May 14, 2020
Date



Signature

April 13, 2020
Date

Mark A. Luft Mayor
Name and Title
City of Pekin, Illinois

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Consultant will provide a dedicated building official, all plan review and inspection coverage (excluding plumbing inspections) and any applicable permit technician functions when requested.

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
 - Plumbing inspections are excluded from this Agreement
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
 - Available upon request by Municipality
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image

- ✓ Determine permit fees based on Municipal fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees, unless Permit Technician services are requested
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Permit Technician will be available to work remotely or on-site upon Municipality request
- ✓ Inspectors will be dispatched daily
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family	5 business days	5 business days or less
	✓ Multi-family	10 business days	5 business days or less
	✓ Small commercial (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial	20 business days	10 business days or less

4. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Beginning January 01, 2021 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule: (Permits issued after service start date)	
Building Department Service Fee	\$8,145.00 per month
Inspection Services	100% of Municipal Permit Fee as established by ordinance or resolution
• Building, Mechanical, Electrical and Plumbing	
Plan Review Services	100% of Municipal Plan Check Fee as established by ordinance or resolution
• Excludes engineer review fees	
Building Official Services	Included in above fees
Permit Technician Service	Included in above fees
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Service Fee Schedule: (Permits issued prior to service start date)	
Inspection Services	\$90.00 per hour – one (1) hour minimum
• Building, Mechanical, Electrical	
Plan Review Services	\$125.00 per hour – one (1) hour minimum
• Excludes engineer review fees	
Building Official Services	\$105.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Inspection time tracked will start when Consultant checks in at Municipality or first inspection site.	
Additional Fees:	
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Non-Permitted Activity (by request only)	\$100.00 per hour – one (1) hour minimum
When travel time is needed for short term staff, applicable travel time and per diem will be charged and agreed to prior to service.	

EXHIBIT B – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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AMENDMENT ONE

PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF PEKIN, ILLINOIS AND SAFEbuilt ILLINOIS, LLC

This Amendment is entered into to amend the Professional Services Agreement previously entered into on April 14, 2020, by and between City of Pekin, Illinois, (Municipality) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on April 14, 2020; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below; and

1. Agreement, Section 5. Term shall be extended for an additional and approximate twelve (12) month term of April 14, 2021 through April 30, 2022, to coincide with the Municipality's fiscal year.

2. Agreement, Exhibit A, 1. List of Services is hereby amended to include the following:

Building, Electrical, Plumbing and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections Return calls and emails from permit holders in reference to code and inspection concerns Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

2. Agreement, Exhibit A, 4. Fee Schedule shall be amended to include the following:

Service Fee Schedule: (Permits issued after service start date)	
Building Department Service Fee	\$8,145.00 per month
Inspection Services	100% of Municipal Permit Fee as established by ordinance or resolution
• Building, Mechanical, Electrical and Plumbing	
Plan Review Services	100% of Municipal Plan Check Fee as established by ordinance or resolution
• Excludes engineer review fees	
Building Official Services	Included in above fees
Permit Technician Service	Included in above fees
Structural Engineering Plan Review	\$150.00 per hour - one (1) hour minimum
Service Fee Schedule: (Permits issued prior to service start date)	
Inspection Services	\$90.00 per hour - one (1) hour minimum
• Building, Mechanical, Electrical	
Plan Review Services	\$125.00 per hour - one (1) hour minimum
• Excludes engineer review fees	
Building Official Services	\$105.00 per hour - one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour - one (1) hour minimum

Inspection time tracked will start when Consultant checks in at Municipality or first inspection site.	
Additional Fees:	
After Hours/Emergency Inspection Services	\$100.00 per hour - two (2) hour minimum
Non-Permitted Activity (by request only)	\$100.00 per hour - one (1) hour minimum
As directed by the City, any substantial work performed to process contractor licensing and renewals	85% of related Municipal Fee as established by ordinance or resolution
When travel time is needed for short term staff, applicable travel time and per diem will be charged and agreed to prior to service.	

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

 Thomas P. Wilkas, CFO
 SAFEbuilt Illinois, LLC

 Date

 Mark Luft, Mayor
 City of Pekin, Illinois

 Date

Attest:

 Sue McMillan, City Clerk
 City of Pekin, Illinois



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 246-20/21 Contract Renewal Tyler Technologies for Versatrans Bus Routing Software

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION:

Tyler Technologies is a provider of services and software for the public sector. Tyler's Versatrans Routing and Planning software has been the system used by the Pekin Bus Department and Pekin school districts since 2014. This system is the core of the Tyler products and used to manage and plan school bus and student data. Information such as vehicles, student data, bus routes, school boundaries are all used to efficiently coordinate information with schools and parents. The system is also used to plan all busing routes for the beginning of the school year and used all year long to manage changes. School administrators access this information via the web and are able to easily communicate up to date and accurate information to parents.

Each school bus is equipped with hardware that provides live telematics for each vehicle that reports back through the Versatrans system. It also reports engine diagnostics and other useful information from the vehicle. This hardware enables the Bus Department to monitor vehicles and also use recorded data to ensure that routes are being done as planned. City staff are also able to quickly answer any concerns from parents, administrators and the general public. Parents are able to use this information to track buses for their own students.

Tyler software is also used in the planning of athletic and field trips for all of the school districts served by the bus department. Schools are able to request trips via the web and the bus department approves and plans vehicles and drivers for these requests. This software is also used by the bus department and the VMF department to manage and track all maintenance for the school buses. (And all city vehicles.)

The Versatrans software has proved vital to the more efficient operation of the Bus Department; staff therefore recommends approval of a renewal with Tyler for the Versatrans software, per Section 9 of the attached agreement originally entered into.

FINANCIAL IMPACT:

Requested Amount:	\$71,000	(FY22 Budget)
Line Item:	501-501-599801	(FY22 Budget)
Budgeted Amount:	\$71,000	(FY22 Budget)
Remaining Funds:	\$71,000	(FY22 Budget)

IMPACT IF APPROVED: Bus Department can continue to operate using Versatrans

IMPACT IF DENIED: Bus Department would have to find an alternative routing system at an unknown cost.

ALTERNATIVES: None identified

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

4/21/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/22/2021

Date:

WHEREAS, the City entered into a contract with Tyler Technologies, Inc., dated December 15, 2011, (“Agreement”) for provision of the Versatrans Routing and Planning software for purposes of managing and planning school bus routes and student data related to the City’s provision of school bus services to various public school district in and around the City; and

WHEREAS, the Versatrans Routing and Planning software is a valuable tool in providing school bus services to the school districts; and

WHEREAS, by its terms, the Agreement may be renewed on an annual basis at the option of the City; and

WHEREAS, the City Council finds it is in the best interests of the City to renew the Agreement for another one-year period to have the Versatrans Routing and Planning Software available for the 2021 – 2022 school year.

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 renewal of the Agreement with Tyler Technologies, Inc., attached hereto as Exhibit A for a one-year term is approved. The Mayor or City Manager is authorized to execute such document or provide such notices as may be necessary to effectuate said renewal.

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

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

This Agreement ("Agreement") is made this 15th day of December, 2011 ("Effective Date") between Tyler Technologies, Inc., with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and the City of Pekin, with offices at 1130 Koch Street, Pekin, Illinois 61554 ("Client").

Tyler and Client agree as follows:

1. License Grant.

- 1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes at 1130 Koch Street, Pekin, Illinois 61554 for Pekin City Schools only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- 1.2. Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
- 1.3. Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
- 1.4. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products. Client also shall not append, delete, modify or otherwise alter the data in the databases used by the Tyler Software Products, other than by the use of the Tyler Software Products in accordance with the terms of this Agreement.
- 1.5. VersaTrans Onscreen™ ("Onscreen") and VersaTrans Fleetvision™ ("Fleetvision") are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.

2. Limited Warranty. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler user manuals shall control. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Tyler's then current support call process. Should Tyler be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

3. Intellectual Property Infringement Indemnification. Tyler will defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous

version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler, (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall, at its election (i) procure for Client the right to continue using the infringing Tyler Software Products; (ii) modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or (iii) terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

4. **Expenses.** Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
5. **Cancellation of Services.** In the event Client cancels services less than fifteen (15) business days in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel. Training may be rescheduled upon written request of Client and prepayment of Training costs at the rates and upon the terms and conditions provided for in this Agreement.
6. **Work Responsibilities.** Client data necessary to utilize the Tyler Software Products (the "Client Data") shall be developed between the Effective Date and the first day of training. Tyler shall retain ownership of the Client Data. The parties shall have the additional responsibilities for developing and formatting the Client Data as set forth in the "Work Responsibilities" annexed hereto as Exhibit 2 and made a part of this Agreement.
7. **Additional Services.** Services requested by Client in excess of those set forth in the Investment Summary, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.
8. **Operating Environment.** Client hereby acknowledges review of and compliance with operating environment specifications as listed on Tyler's website.
9. **Maintenance Services.** The Maintenance Agreement is effective when Tyler has made the Tyler Software Products available to Client for downloading and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.
 - 9.1. **Maintenance Services Terms, Conditions, Limitations and Exclusions.** For as long as a current Maintenance Agreement is in place, Tyler shall:
 - 9.1.1.1. In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.
 - 9.1.1.2. Provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification, and that Tyler

reserves the right to cease supporting a prior release of the Tyler Software Products one (1) year after Tyler has made a new release of the Tyler Software Products available to Client for downloading.

9.1.2. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

9.2. **Client Responsibilities.** Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products and the servers and workstation that run them; including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

10. **Taxes.** The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.

11. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

12. **Indemnification.** Subject to the limitation of liability set forth herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.

13. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

14. **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

15. **Termination.**

15.1. **Termination for Cause.** In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined through non-binding arbitration.

15.2. **Termination for Non-appropriation.** If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon

thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

16. **No Assignment.** Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law; provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
18. **Shipping.** Delivery shall be F.O.B. shipping point.
19. **Trademark Usage.** When utilizing VersaTrans e-Link®, in a prominent position on each view or page of Client's website displaying data derived from the Tyler Software Products, Client shall (a) provide a "link" or "click through" icon which will send the user to Tyler's web site; and (b) display the name and logo of Tyler together with the following language: "Provided by VersaTrans e-Link®". Client shall use such trademarks and notices ("Marks") in strict conformance with Tyler's trademark guidelines as they may be revised from time to time. Client has no right to sublicense, transfer or assign the use of the Marks or use the Marks for any purpose other than the purposes described herein.
20. **Third Party Products.** Except as explicitly stated otherwise in this Agreement or an applicable End User License Agreement attached to this Agreement, the following terms shall apply to third party products acquired pursuant to this Agreement.
 - 20.1. **Agreement to License or Sell Third Party Products.** For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").
 - 20.2. **License of System Software.**
 - 20.2.1. Upon Client's payment in full of the applicable 3rd party fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
 - 20.2.2. The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
 - 20.2.3. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
 - 20.2.4. Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
 - 20.2.5. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
 - 20.2.6. Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.
 - 20.3. **Delivery.** Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include

costs for shipment while in transit from the Developer or supplier to Client.

20.4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Tyler will notify the client in advance of such charges. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

20.5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

20.6. Warranties.

20.6.1. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

20.6.2. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

20.6.3. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

20.7. Maintenance.

20.7.1. In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

20.7.2. In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

20.7.3. In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

20.8. Expenses. Unless otherwise noted in the Investment Summary, expenses associated with 3rd Party Services will be invoiced in accord with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

21. Hosting. For as long as Client pays annual hosting fees to Tyler, Tyler shall host at Tyler's data center and make available to Client the Tyler Software Products. Hosting Services will provided in accord with Exhibit 6, Service Level Agreement.

22. Payment Terms.

22.1. Tyler will invoice Client \$30,313 when Tyler first gives Client access to the hosted environment, which equals:

22.1.1. 100% of the Application Software License Fees (\$23,348)

22.1.2. 100% of the first annual Application Software Maintenance Fees of \$6,935 for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first gives Client access to the hosted environment.

22.1.3. 100% of the first annual hosting fees of \$5,647 which cover the twelve (12) month period commencing when Tyler first gives Client access to the hosted environment.

22.2. Tyler will invoice Client the fee of \$5,782 for Implementation services as follows:

22.2.1. 40% (\$2,312.80) when Tyler makes the digital map available for initial review; and

22.2.2. 60% (\$3,469.20) when Tyler makes the final digital map available

22.3. Tyler will invoice Client fees for Training/Data Preparation services if and as provided.

22.4. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).

22.5. Subsequent annual Application Software Maintenance Fees and hosting fees will be due on the anniversary of the date when Tyler first gave Client access to the hosted environment.

22.6. Fees for Hardware and other Services shall be due and payable as follows:

22.6.1. Hardware with CDMA communication:

22.6.1.1. Tyler will invoice Client fees for Hardware and other Services when hardware is manufactured.

22.6.1.2. Subsequent annual Support and Maintenance Fees for hardware will be due on the anniversary of the date manufactured.

22.6.2. Hardware with GSM, Wi-Fi or RF communication:

22.6.2.1. Tyler will invoice Client fees for Hardware and other Services when hardware is installed at Client location.

22.6.2.2. If Client is Self installing Hardware, Tyler will invoice Client upon hardware shipment. Tyler will invoice Client for annual Support and Maintenance Fees on the date of installation or 30 days after Client receives hardware, whichever comes first.

22.6.2.3. Subsequent annual Support and Maintenance Fees for hardware will be due on the anniversary of the first annual Support and Maintenance Fees invoice.

22.7. Payment is due within thirty (30) days of the invoice date.

23. **Entire Agreement.** This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

24. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.

City of Pekin

By: Theodore J. ThienName: Theodore J. ThienTitle: Vice President of Sales & MarketingDate: December 15, 2011By: Ty WhitfordName: Ty WhitfordTitle: Superintendent of TransportationDate: December 15th 2011

Exhibit 1:

Investment Summary

prices are valid until March 14, 2012

Client: City of Pekin/Pekin City Schools

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 10000 Students	1	\$14,950	\$14,950	\$4,560	\$10,390	\$0
Versatrans e-Link for up to 8000 Students	1	\$7,620	\$7,620	\$3,810	\$3,810	\$0
Versatrans Triptracker for up to 8000 Students	1	\$6,300	\$6,300	\$3,150	\$3,150	\$0
Versatrans Onscreen for up to 80 Vehicles	1	\$11,995	\$11,995	\$5,997	\$5,998	\$0
Reportwriter	1	\$0	\$0		\$0	\$0
Subtotal: Application Software License Fees			\$40,865	\$17,517	\$23,348	

2. Maintenance	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 10000 Students	1	\$4,300	\$4,300	\$2,150	\$2,150	\$4,300
Versatrans e-Link for up to 8000 Students	1	\$1,470	\$1,470	\$0	\$1,470	\$1,470
Versatrans Triptracker for up to 8000 Students	1	\$1,030	\$1,030	\$0	\$1,030	\$1,030
Versatrans Onscreen for up to 80 Vehicles	1	\$2,315	\$2,315	\$0	\$2,315	\$2,315
Subtotal: Application Software Maintenance Fees			\$9,115	\$2,150	\$6,965	\$9,115

3. Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition Implementation	1	\$5,782	\$5,782	\$0	\$5,782	
Tazwell County Map (Source: NavTEQ)	1	\$0	\$0	\$0	\$0	
Additional Maps: (none are included with this quote)	0	\$2,000			not inc.	
Versatrans RP Training - Online (4)	2	\$1,175	\$2,350	\$0	\$2,350	
Versatrans RP Training - Onsite (1), (4)	3	\$1,175	\$3,525	\$0	\$3,525	
Versatrans Triptracker Training - Online (4)	1	\$1,175	\$1,175	\$0	\$1,175	
Versatrans Onscreen/Checkmate Installation and System Orientation-Online (4)	1	\$2,995	\$2,995	\$0	\$2,995	
Subtotal: Application Services					\$15,827	

4. Hardware and other Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
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Tyler Telematic GPS: Hardware Units

GO4-GSM/MOBUSI: GO4-GSM T-Mobile kit with external roof mount antenna and custom Auxiliary harness

86

\$219

\$18,834

\$0

\$18,834

Tyler Telematic GPS: Installation

TT GPS Self Installation Training (1)

1

\$2,000

\$2,000

\$0

\$2,000

Tyler Telematic GPS: Annual Support and Maintenance

TT GPS Support and Maintenance: TMO-2 Solution: T-Mo, GSM, US, All I/Os or use of telematics

86

\$264

\$22,704

\$0

\$22,704

\$22,704

Tyler Telematic GPS: Accessories

HRN-HDKIT: Heavy duty harness kit (6 / 9 pos + ALDL for J1708 and 9 pos J1939)

5

\$45

\$225

\$0

\$225

GEO-KEYBLUE: Blue KEY - Data transfer key

1

\$24

\$24

\$0

\$24

GEO-KEYGREEN: Green KEY - DRIVER ID Key

80

\$24

\$1,920

\$0

\$1,920

GEO-KEYYELLOW: Yellow KEY - Installer Test Key

3

\$24

\$72

\$0

\$72

GEO-KEYRED: Red KEY - Accident DATA Key

3

\$24

\$72

\$0

\$72

Shipping and Handling

178

\$5

\$890

\$0

\$890

Hosting

Versatrans Routing & Planning Hosting - User(s)

0

\$613

\$0

\$0

\$2,452

\$2,452

Versatrans Routing & Planning Hosting Setup

1

\$995

\$995

\$0

\$995

Versatrans e-Link Hosting

1

\$550

\$550

\$0

\$550

\$550

Versatrans e-Link Setup

1

\$450

\$450

\$0

\$450

Versatrans Triptracker Hosting

1

\$750

\$750

\$0

\$750

\$750

Versatrans Triptracker Setup

1

\$450

\$450

\$0

\$450

Subtotal: Hardware and other Services

\$52,388

\$26,456

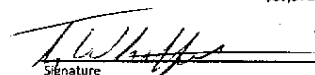
Total One-Time Fees:

\$98,528

Total Recurring Fees **:

\$35,571

** Subject to annual increase


¹ Travel expenses for trainer to visit the user's site are not included and will be billed at actual costs⁴ Training Classes are limited to 5 persons

Ver. 40836

Quote prepared on December 15, 2011

Exhibit 2

Work Responsibilities

1. Mapping

Tyler will (a) provide Client with a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students, and (b) assist Client in setting up links for time and distance to out-of-district schools.

2. Routing Network Data

Tyler will enter routing network data supplied by Client, including bus stops, right-hand side stops, roads to be traveled, one-way streets, and road travel speeds, into a computer file.

3. House Numbering Data

Tyler will enter house numbering data (including numbers at intersections) provided by Client in written or electronic format. Tyler will not perform a district canvass for house numbers, unless expressly contracted by Client in accordance with Section 7 of this Agreement.

4. Client Boundary Data

Tyler will enter such boundaries, including school boundaries, walk and hazard area boundaries, to represent the current operation and policy of Client's district as provided by Client.

5. Walk-to-Stop Information

Tyler will (a) enter walk-to-stop data for program/grade combinations, (b) encode bus stops for the grades/programs which may be picked up at that stop, and (c) enter hazard codes into the electronic base map to indicate streets along which students of various grade levels may not walk to reflect current Client policy and information as provided by Client.

6. Student File Preparation

Tyler will provide Client with an ASCII file layout describing the district data file and will convert Client's ASCII files into the proper format (the "Student Data").

If included in the Investment Summary, Tyler will pass the Student Data through the location process. To the extent feasible as determined in Tyler's sole discretion, Tyler will correct Student Data not matching street/number ranges in the digital map. To the extent such corrections are not feasible, Tyler will furnish Client with a list of students with non-locatable addresses for Client to correct.

7. Information Required

Client will timely supply accurate information, in a format specified by Tyler, required to provide a system which reflects district policies and practices. This will include, but is not limited to, the following:

- a. the best available maps (to scale) of the district (the "Base Map Source") with an indication of the district's boundary.
- b. subdivision plat maps (to scale) for areas not on the Base Map Source.
- c. the best house numbering data available.
- d. an ASCII file or hand-entry of Student Data (sufficient for Tyler requirements).
- e. school names and locations.
- f. the grades at each school, walk-to-stop maximum distances by grade, and arrival and departure times.
- g. the location of one-way streets in the district.

- h. current (or desired) bus stop locations and bus stop classifications.
- i. streets that students may not cross or walk along to reach their bus stop.
- j. mileage limits or described locations of the enrollment and walk boundaries for each school having such boundaries.
- k. any and all other data and information related to students, bus routing, maps and Client's policies and procedures related to this Agreement that may be necessary to compile accurate district data or may be requested by Tyler.

8. Editorial Responsibilities

Tyler may periodically send district data to Client for review. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will indicate in writing when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

9. Training

- a. Tyler will provide training in the use of the Tyler Software Products for the number of days specified in the Investment Summary using its standard training course (the "Training"). Up to five (5) Client employees may attend the Training. Data Preparation Training may be held on-line, or at Client's place of business, on weekdays, unless the parties agree to another location and time. Routing Training will be held at Client's place of business, on weekdays, unless the parties agree to another location and time. Weekend Training is available at premium rates and based on trainer availability. It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers fully equipped to run the Tyler Software Products. Provided that all of Tyler's tasks are complete, failure to schedule Routing Training within four (4) months of the last day of Data Preparation Training will require that additional Training be purchased as a refresher course.
- b. Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of DOS, Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.
- c. In conjunction with the initial purchase of Versatrans Routing and Planning, Tyler will provide up to six (6) hours of transition Training to assist Client during the implementation process of VersaTrans Routing and Planning. Transition Training will consist of telephone and/or on-line Training. On-line Training sessions allow the Tyler trainer to connect to the user's computer and instruct him/her in certain operations and/or answer questions relating to software concepts and operations. Upon Client's request, on-line transition Training sessions will be scheduled at mutually agreeable times and will be used between the initial and Routing Training or within thirty (30) days of the Routing Training session.
- d. All Training dates must be approved by Client in writing.

Exhibit 3

NAVTEQ End-User Terms

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Tyler Technologies, Inc. (LICENSEE) and its licensors (including their licensors and suppliers) on the other hand.

©2002 Navigation Technologies Corporation. All rights reserved.

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Exhibit 3

Third Party Terms and Conditions

NAVTEQ End-User Terms

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Exhibit 4

GEOTAB END USER SOFTWARE LICENSE AGREEMENT

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AFTER INSTALLATION YOU MUST REGISTER AS A REGISTERED USER. THE INFORMATION YOU PROVIDE WILL BE SECURELY STORED BY GEOTAB AND WILL BE PROTECTED FROM DISCLOSURE TO OTHERS WITHOUT YOUR CONSENT, EXCEPT AS PERMITTED BY LAW AND/OR TO ENFORCE PERFORMANCE OF THIS AGREEMENT. FAILURE TO REGISTER OR A REGISTERED USER USING THE SOFTWARE IN ASSOCIATION WITH GEOTAB PRODUCTS WITH OUTSTANDING AMOUNTS OWING THAT HAVE NOT BEEN TIMELY PAID) WILL CAUSE THE SOFTWARE TO SWITCH TO "DEMO MODE". TO CONTINUE TO HAVE ACCESS TO YOUR DATA, YOU MUST RE-REGISTER THROUGH THE INTERNET OR BY CALLING THE GEOTAB SUPPORT LINE.

1. **DEFINITIONS.** Unless the context requires otherwise, the defined terms in this Agreement shall have the meanings set out below or in the sections of the Agreement in which they first appear (and where the context so admits the singular shall include the plural and vice versa):

"Third Party Software" means software applications proprietary to a third party including the mapping software

"Wireless Service" means wide-area wireless network services and any other network services (including wireless local area network, satellite services and Internet services) required for your GEOTAB products.

"Wireless Service Provider" means the service provider of Wireless Services that support your Geotab products

"Wireless Service Carrier" means the underlying wireless carrier to the Wireless Service Provider

"Territory" Canada and the United States

2. GRANT OF LICENSE. GEOTAB hereby grants to you a non-exclusive, non-transferable license to use the Software and any related documentation ("Documentation") subject to the following terms:

- a) You may:
- (i) install and use the Software on any single computer; and
 - (ii) copy the Software for back-up and archival purposes, provided any copy must contain all of the original Software's proprietary notices.

3. LICENSE RESTRICTIONS.

- a) You may not:
- (i) permit other individuals to use the Software except under the terms listed above;
 - (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation as the license is restricted to the machine-readable object code portion of the Software;
 - (iii) copy the Software or Documentation (except for back-up or archival purposes);
 - (iv) sell, rent, lease, bargain, convey, pledge, transfer, or otherwise transfer rights to the Software or Documentation to a third party;
 - (v) remove any proprietary notices or labels on the Software or Documentation; or
 - (vi) distribute the Software by any means, including, but not limited to, Internet or other electronic distribution, direct mail, retail mail or other means to a third party
 - (vii) transmit harassing, abusive, obscene, salacious, libelous, illegal or deceptive messages, content or information
 - (viii) attempt or assist another to access, alter or interfere with the communications of and/or information about another person
 - (ix) tamper with or make an unauthorized connection to a Wireless Service Carrier network or the network of a Wireless Service Provider;
 - (x) use wireless services in such a manner so as to interfere unreasonably with the use of the Wireless Service Provider's services by one or more other customers or users of the wireless services or to interfere unreasonably with the Wireless Service Provider's ability to provide the wireless services
 - (xi) make any unauthorized use of the Wireless Services including through the modification of an authentication method associated with any GEOTAB products;
 - (xii) installing any amplifiers, enhancers, repeaters or other devices that modify the frequencies used to provide the Wireless Services
 - (xiii) use the Wireless Services without permission on a stolen or lost device

Any such forbidden use shall immediately terminate your license to the Software and the restriction and or cancellation of the Wireless Services.

- b) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
- c) You may not use the Software directly, or in conjunction with, any device, program or service designed in an attempt to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.
- d) You acknowledge that this license agreement is assignable by GEOTAB.
- e) You acknowledge and agree that you have no proprietary rights in and to the Software and that Geotab retains all copyrights and other proprietary rights in and to the software.

- f) Where you are using the Software with one of the Geotab Products or other product that require Wireless Services, pursuant to agreements with the Wireless Service Providers:
- (i) A SIM provided by a Wireless Service Provider must only be inserted into equipment approved by the Wireless Service Provider.
 - (ii) You have no contractual relationship with the Wireless Service Carrier and you are not third party beneficiaries of any agreement between Geotab and the Wireless Service Carrier. You understand and agree that the Wireless Service Carrier shall have no legal, equitable or other liability of any kind to customer.
 - (iii) Subject to FCC Number portability rules, you have no property right in any Number assigned to you by Wireless Service Provider or Geotab and you understand that any such Number can be changed from time to time.
 - (iv) You acknowledge that Wireless Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Facilities. You agree that the Wireless Service Carrier and Wireless Service Provider shall not be responsible for such interruptions of service or the inability to use the service outside the Territory. You understand that the Wireless Service Carrier and/or Wireless Service Provider cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the service.
 - (v) You expressly understand and agree that the liability and obligations of the Wireless Service Provider and/or Geotab to you are strictly controlled and limited by the Wireless Service Carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, your 's exclusive remedy and the total liability of Geotab and/or any supplier of services to you arising in any way in connection with the Wireless Services, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by Geotab of damages in an amount equal to the amount charged to end user for Wireless Service. In no event shall Geotab, the Wireless Service Provider and/or the Wireless Service Carrier be liable for any cost, delay, failure or disruption of Wireless Service, lost profits, or incidental, special, punitive or consequential damages
 - (vi) In no event shall Geotab, Wireless Service Provider and/or the Wireless Service Carrier be liable for the failure or incompatibility of equipment utilized by end user in connection with the Wireless Service. You shall use equipment at your own risk.
 - (vii) You shall indemnify, defend and hold GEOTAB, the Wireless Service Provider, the Wireless Service Carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with provision, use of, failure to use or inability to use any product, device, service or software provided by GEOTAB, the Wireless Service Provider or the Wireless Service Carrier, including without limitation the Wireless Service and the Number. This provision shall survive the termination of this license agreement.
 - (ix) Your Wireless Service may be temporarily suspended or permanently terminated upon little or no notice in the event that Geotab's agreement with the Wireless Service Provider or the Wireless Service Provider's agreement with the Wireless Service Carrier is terminated. You waive any and all claims against the Wireless Service Carrier for such suspension or termination.
 - (x) You agree to make good faith efforts to minimize abuse or fraudulent use as set out in subparagraphs 2(vii) to (xii) above, to promptly report to the Wireless Service Provider and Geotab any such abuse or fraudulent use of which you becomes aware, and to fully cooperate in any investigation or prosecution initiated by the Wireless Service Provider and/or Wireless Service Carrier or Geotab. You acknowledges that Wireless Service to a Geotab product or you may be restricted or cancelled if there is in the Wireless Service Provider's sole discretion a

reasonable suspicion of abuse or fraudulent use. Wireless Service Providers shall use commercially reasonable efforts to provide prompt notice of the restriction or termination to you. You further acknowledge that a Wireless Service Carrier may temporarily block automatic roaming in a particular portion of the Territory experiencing fraudulent usage. You shall have sole liability for charges, costs or damages resulting from any abuse or fraud facilitated by you, your employees, agents or persons you authorize to use the Wireless Services.

- (xi) You acknowledge and agree that data may be held by Geotab in our gateway servers or third party servers approved by Geotab before it is forwarded to your database and Geotab is not responsible for any loss of data, security breaches howsoever caused or downtime.
- g) By submitting personal information (which may or may not, depending on applicable law, include, without limitation, a name, email address, telephone number, to GEOTAB, you consent to the collection, use, processing, transmission, and/or disclosure of such information by GEOTAB and/or its affiliated companies for: (a) the internal use of GEOTAB and its affiliated companies, including, without limitation: (i) understanding and meeting the needs of its customers and preferences, (ii) developing new and enhancing existing services and product offerings, and (iii) managing and developing GEOTAB's business and operations; (b) providing you with upgrades or updates of the Software, notice of upgrades or updates, Third Party Software, Third Party Content or Third Party Services and/or related products and/or services; (d) any purposes permitted or required by any applicable law; and/or (e) any of the other purposes which are set out in GEOTAB's then current privacy policy, which may be viewed at <http://www.geotab.com/PrivacyStatement/tabid/141/Default.aspx>. The collection, use, processing, transmission, and/or disclosure of Dealer and its customers personal information for the purposes noted above are in strict accordance with GEOTAB's privacy policy and applicable privacy laws. GEOTAB reserves the right to modify its privacy policy from time-to-time in its sole discretion you agree to regularly review GEOTAB's privacy policy for any updated information.

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- a) The Software may consist of interactive Internet applications which perform a variety of communications over the Internet as part of their normal operation. A number of communications features may be automatic and may be enabled by default. By installing and/or using the Software, you consent to the Software's communications features.
 - b) The Software may automatically communicate with GEOTAB's servers on the Internet to check for updates to the Software, such as bug fixes, patches, enhanced functions, and new versions. GEOTAB will notify you when updates are available. If you decide to update, you agree that GEOTAB may upload updates and install them as part of your Software. All such updates to the Software are governed by this Agreement as modified from time to time by Geotab. GEOTAB is not responsible for a failure of any security measures used in association with the updates.
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10. **TERMINATION.** This License Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from GEOTAB to effect such termination. You may also terminate this License Agreement at any time by notifying GEOTAB in writing of termination. Upon any termination of this License Agreement, you shall immediately discontinue use of the Software and shall within three (3) days return to GEOTAB, or certify destruction of, all full or partial copies of the Software, documentation and related materials provided by GEOTAB.
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12. **MISCELLANEOUS.**
 - a) If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.
 - b) This Agreement shall be governed by the laws of the province of Ontario, Canada, without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the provincial courts of the Province of Ontario and the Federal Court of Canada. Any and all unresolved disputes relating in any way to, or arising out of, the Software, your use of the Software or this License Agreement may be submitted to arbitration in the Province of Ontario; except that, to the extent that you have breached or have indicated your intention to breach this License Agreement in any manner which violates or may violate GEOTAB's intellectual property rights, or may cause continuing or irreparable harm to GEOTAB (including, but not limited to, any breach that may impact GEOTAB's intellectual property rights, or a breach by reverse engineering), GEOTAB may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.
 - d) This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
 - e) If you acquired the Software in Canada you acknowledge that the Software is being released or transferred to you in Canada for use only in Canada, if you acquired the Software in the United States you acknowledge that the Software is being released or transferred to you in the United States for use only in the United States and that any export thereof may be subject to certain export control laws. You further acknowledge that it is your exclusive obligation to ensure that any exports from Canada or the United States are in compliance with all applicable export control laws. You further agree that you do not intend to and will not directly or indirectly export or transmit any of the Software to any country to which such export or transmission is restricted by any applicable regulation or statute without the prior written consent, if required, of such governmental entity or agency as may have jurisdiction over such export or transmission.

Exhibit 5

GEOTAB EQUIPMENT WARRANTY

GEOTAB warrants that the GEOTAB Equipment will be free from defects in material and workmanship for a period of one (1) year from the date of purchase (the "Warranty Period"). GEOTAB agrees to repair or replace, free of charge, any GEOTAB Equipment which fail, through defect in material or workmanship, within the Warranty Period.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

Upon receipt of written notice of any alleged defect, GEOTAB will, at its sole discretion, repair or replace the same free of charge. GEOTAB Equipment repaired or replaced under the warranty set forth herein shall have the same warranty as new equipment, but without extension of the original Warranty Period. No warranty is made with respect to: (a) failure not reported to GEOTAB within the Warranty Period, (b) failures or damage due to misapplication, lack of proper maintenance, abuse, improper installation or abnormal conditions of temperature, moisture, dirt or corrosive matter, (c) failures due to operation, either intentional or otherwise in an improper manner or other than in accordance with the relevant documentation, or (d) any GEOTAB Product which has been altered or supplemented by anyone other than an authorized representative of GEOTAB. GEOTAB shall not be liable for any expenses incurred by a Customer in an attempt to correct any allegedly defective GEOTAB Product.

It is understood that GEOTAB has no special knowledge of the Customer's operation or requirements and Customer confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by the Customer of its suitability for intended use.

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Exhibit 6

SERVICE LEVEL AGREEMENT**I. Service Levels**

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Application shall mean Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 6:00 p.m. (EST) on Business Days.

EST shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

SaaS shall mean Software as a Service of Tyler

ISP shall mean Internet Service Provider.

B. Service to the Client

The following service levels apply to SaaS Operations Support. Application support calls are handled by the Application Support Teams. Application Support Contact information can be found in Appendix A. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations following.

SUMMARY CHART

Service Type	Time	Attainment
Application Availability - Green	6:00 a.m. to 9:00 p.m. EST Mon-Fri	99%
	6:00 a.m. to 3:00 p.m. EST Sat	
Application Availability – Yellow	9:00 p.m. to 6:00 a.m. EST Mon – Fri	No SLA
	3:00 p.m. EST Sat to 6:00 a.m. EST Sun	
	6:00 a.m. EST Sun to 6:00 a.m. EST Mon	
Adding/Changing User Access or Printer	Request by noon: same day before 9:00 p.m.	90%
	Request by noon: by noon next business day	100%
	Request after noon; by noon next business day	90%
	Request by noon: next business day before 9:00 p.m.	100%
Data or File Restoration	Next Business Day	95%
	Second Business Day	100%
Synchronization of “live” and “test” and/or “training”	Next Business Day	95%

databases		
New Release/Update Testing Period	10 Business Days	95%
VPN Appliance Repair	Next Business Day	95%
Support Call Response	By Severity Level Level 1 2 Business Hours Level 2 4 Business Hours Level 3 8 Business Hours Level 4 12 Business Hours	80%
Support Call Response for Escalated Issues	By Severity Level Level 1 1 Business Hours Level 1 2 Business Hours Level 2 4 Business Hours Level 3 8 Business Hours Level 4 12 Business Hours	90% 100% 100% 100% 100%
File Back-up	Nightly	95%

Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled or unscheduled maintenance, repairs that require a longer window of downtime, and scheduled testing. 24-hour advance user notification will be given when possible.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine % of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Yellow time.

Target is 99% attainment.

If actual attainment is 98-97%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment. If actual attainment is less than 94%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the

unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

2. Adding/Changing User Access or Printer:

A request to add or change a user or printer must be made through the corresponding Tyler support department. All requests / issues should be logged with the SaaS team in support at 888.529.8248, option 4. SaaS support hours are 9:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the SaaS team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 90% within guidelines specified above:

If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if in the quarter immediately following the correction Tyler does not attain that service level, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

3. Data or File Restoration:

Data that may be restored include the complete database and files in the user's home directory (if applicable).

A request to restore a database must be made through the corresponding Tyler Support Department and must be made only by the Client's authorized personnel. A list of such will be provided by the Client signed by the Comptroller or Director of Information Technology Department. All requests must be logged with the SaaS Support Department at 888.529.8248, option 4 (9:00 AM – 6:00 PM EST). Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the SaaS team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

4. Data Restoration in the Training and/or Test Database:

Tyler shall maintain three databases containing the Client data: production database, training database, and test database (if applicable). Tyler shall restore a copy of the production database into the training and/or test database(s) upon request of the Client. There shall be no limit to such requests. However, it is understood that all users must be off of the system during such synchronization.

A request to synchronize the training and/or test database(s) must be made through the corresponding Tyler support department. All requests / issues should be logged by calling the SaaS team in support at 888.529.8248, option 4. Support hours are 9:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the SaaS team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

5. New Release/Update Testing Period:

New releases of Tyler applications will be loaded into the training database prior to Production (if applicable). These releases will remain in the training environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

Client agrees to devote time and resources to testing new release to remain no more than two releases behind.

Measurement: A date stamp is created when the program directory for training is updated. This will be compared to the requested date for migration to production.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to production at the Client's request.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

6. VPN Appliance Repair:

Client's data is currently encrypted using a Cisco ASA 5505 (if applicable). This is a piece of hardware that is installed on Client's network to create a virtual private network. If the appliance should fail, and we are notified by 2PM EST, a preconfigured device can be sent via overnight mail.

A hardware failure notice must be made through the Tyler support department. All requests / issues should be logged by calling the SaaS team in support at 888.529.8248 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the SaaS team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

7. Support Call Response:

Definition of Severities:

1 Critical Issue – Tyler is down

- 2 Severe issue, but there is a work around
- 3 Important issue – not severe
- 4 Lowest priority

All requests / issues should be logged by calling the corresponding Tyler Support Department. All requests / issues should also be logged by contacting the SaaS support team at 888.529.8248, option 4. Support hours are 9:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Escalation Procedure:

If you need to escalate a reported problem, please page/call the following people in the order shown:

Name	Title	Business Phone	Cell Phone
	Receptionist	888-529-8248	
On-Call Support:			
Mike Cavel	SaaS Coordinator	ext 7039	903-399-6200
Greg Miller	Technology Supervisor	ext 7012	903-399-6100
David Sawyer	Technology Supervisor	800-779-4494 ext 139	
John Hill	Manager, SaaS Operations	800-772-2260 ext 4467	207-712-3765
Tom Lowrie	Senior OS/DBA Engineer	800-772-2260 ext 4126	207-831-5218
John MacVane	Senior Network Engineer	800-772-2260 ext 4181	207-576-0611
Chris Hepburn	President – School Division	800-772-2260 ext 4138	

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Holiday Schedule:

Tyler will observe the following Holiday schedule. If assistance is required on a published holiday, 30 days advance notice must be given.

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Target is 80% within guidelines specified above.

If actual attainment is 79-78%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 77-75%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 75%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed

to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

8. Support Call Response for Escalated Issues:

After call is placed according to the procedures described in service level 7. Support Call Response, the Client may make an additional call to Tyler' receptionist to have the receptionist page the SaaS department.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment. Where target is 90%:

If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100%:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

9. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

C. Telecommunications

Tyler is constantly measuring the speed of its network to ensure the highest level of data delivery and efficiency. At the time of execution of this Agreement, the levels in this section can not be provided by Tyler because the commitments of the Client's ISP are not known. If the Client were able to receive commitments regarding such levels from an ISP provider, Tyler and the Client will mutually agree upon the service levels in this section which shall be inserted herein and initialed by the parties.

Service	Level	Goal
Latency	Xms or less (Site specific)	90%
Packet Delivery	X% or greater (Site specific)	90%

1. Latency:

Speed is measured from the SaaS network through the encryption equipment to the CLIENT VPN device (if applicable).

Measurement: Data will be collected every 10 minutes during green time. Quarterly statistics will be derived from all readings taken during the quarter.

Goal: Total roundtrip latency readings of Xms or less will be divided by total readings for the quarter.

Exclusions: Delays due to customer network(s) or ISP.

2. Packet Delivery:

Packet delivery statistics will be gathered in the same manner as the latency statistics.

Goal: Packet delivery of X% or greater between the SaaS server and the customer VPN.

Exclusions: Delays due to customer network(s) or ISP.

II. Force Majeure

Failure to meet service levels caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond Tyler' control will be recognized by Client. Tyler may be relieved of responsibility of meeting service levels as stipulated in this SLA upon Tyler' filing with Client just and true statements requesting that such failure to meet the service levels, signed by Tyler and giving in detail all the essential circumstances which, justify such action under the provisions of this section by Client and are reasonably acceptable to the Client.

Appendix A

Application support requests can be made on-line at <http://support-es.tylertech.com/> or by calling one of the following numbers:

For Tyler ADS ProFund Support:

(800) 779-4494 x2 (M-F 8am-5pm EST)

For Tyler EDP Support:

(888) 529-8248 (M-F 8am-5pm CST)

For Tyler SIS (TEMS) Support:

(888) 529-8248 (M-F 8am-5pm CST)

For Tyler Schoolmaster Support:

Eastern and Central Time Zone Customers

(800) 626-3113 (M-F 7am-4pm CST)

Mountain and Pacific Time Zone Customers

(888) 352-4731 (M-F 7am-4pm PST)

For Tyler Versatrans School Transportation Support:

(800) 775-5556 (M-F 8:30am-7pm EST, Saturdays in August 9am-3pm EST)



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Resolution No. 247-20/21 Amendment to DACRA Computer System and Software Agreement

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: In October of 2016 the City of Pekin updated its ordinances pertaining to adjudication. The City of Pekin entered into an agreement with then IT Stability for the purchase of DACRA, which is the adjudication software that handles several processes regarding the issuance of tickets (State, local ordinance, admin tow, tow, etc.) as well as handles all of the adjudication hearing processes.

This system has helped the Police Department and the City to be more efficient in several processes. The agreement that was entered into will be expiring on 4/30/2021. The company that provides this service is now known as DacraTech and they have provided us with an amended agreement. This new agreement is substantially similar to the initial agreement. Previously the City was paying \$28,000 annually for maintenance. This new agreement will have a 4.5% increase or \$1,260 for \$29,120. The new agreement will also renew on the first of May in subsequent years with a 4.5% increase. The City will have the option to discontinue service with a 90 day notice prior to expiration of future agreements.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$29,120.00
 Line Item: 100-009-538000
 Budgeted Amount: \$709,507 (FY22 Budget)
 Remaining Funds: \$709,507

IMPACT IF APPROVED: We will continue to utilize the DACRA Adjudication ticketing and hearing software. This will continue the efficiency that has proven successful.

IMPACT IF DENIED: This will have an impact on several areas if denied. We would need to find another software vendor that has comparable products to address the many tasks that this product performs.

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

4/22/2021

Date:

WHEREAS, in October of 2016, the City of Pekin entered into an agreement with IT Stability for the purchase of DACRA software (the "Agreement") to aid the City in managing the issuance and adjudication of traffic and ordinance violations, as well as the administrative adjudication process; and

WHEREAS, IT Stability has been acquired by DacraTech; and

WHEREAS, the Agreement expires on April 30, 2021; and

WHEREAS, the parties desire to amend the Agreement as set forth in Exhibit A attached hereto to extend the term and modify the provisions thereof; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City to extend the terms of the Agreement as set forth in 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 incorporated herein.

Section 2. The First Amendment to DACRA Computer System and Software Agreement is approved.

Section 3. The Mayor is authorized and directed to execute, and the Clerk is authorized and directed to attest, the First Amendment in substantially the form set forth in Exhibit A, with such changes as the Mayor, 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

**AMENDMENT TO DACRA COMPUTER SYSTEM AND
SOFTWARE AGREEMENT
City of Pekin**

THIS AMENDMENT TO DACRA COMPUTER SYSTEM AND SOFTWARE AGREEMENT (this “**Amendment**”) is dated as of this 25th day of March 2021 (the “**Effective Date**”) by and among DACRA TECH LLC (“**DACRA**”) and the CITY OF PEKIN, (the “**City of Pekin**”).

RECITALS

WHEREAS, IT-Stability Systems, LLC and the City of Pekin did enter into that certain DACRA COMPUTER SYSTEM AND SOFTWARE AGREEMENT dated September 12, 2016 (The “Software Agreement”); and

WHEREAS, DACRA is the successor and assignee of the rights, duties, privileges and responsibilities of IT-Stability Systems, LLC under the terms of the Software Agreement, by virtue of an assignment executed by IT-Stability Systems, LLC to DACRA in May of 2019; and

WHEREAS DACRA and City of Pekin wish to modify certain terms of the Software Agreement to provide for additional software maintenance services as outlined herein, with the understanding that any term or condition of the Software Agreement not addressed or modified herein shall remain in full force and effect.

NOW THEREFORE, in consideration for providing maintenance services as set forth herein and for additional consideration hereby mutually acknowledge to have been received by the Parties, it is hereby agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as if set forth herein in their entirety.
2. **Maintenance Services.**
Maintenance services to be provided by DACRA to City of Pekin as of the Effective Date will be limited to the Licensed Software, as that term is defined in the Software Agreement, and shall consist of the following (collectively the “**Maintenance Services**”):
 - a. Defects – DACRA will fix and remedy all material defects in the functionality of the Licensed Software (i.e., software bugs); and
 - b. Support – DACRA will provide telephone and/or email support during standard business hours of 8:00 a.m. to 5:00 p.m. CST for the purpose of instructing the user as to the operation of the Licensed Software.

- c. Documentation – DACRA will provide revisions to the extent available with respect to any documentation pertaining to the Licensed Software.
 - d. Statutory updates – DACRA will update the Licensed Software as necessary to incorporate any amendments to the Illinois Criminal Code (720 ILCS 5/1-1 et seq.) and the Illinois Vehicle Code (625 ILCS 5/1-100 et seq.)
3. **Excluded Services.** Maintenance Services provided pursuant to this Amendment shall not include the following (collectively the “**Excluded Services**”) which said Excluded Services may be provided under separate agreement for an additional fee and expense:
- a. Software customization services such as additional customized features for and/or customized modifications to the functionality to the Licensed Software;
 - b. Reporting customization services to generate customized reports outside the scope of the existing reporting functionality of the Licensed Software;
 - c. Hardware support and integration including, without limitation, the functionality of printers, workstation computers, and the interface with a server;
 - d. Modifications or remedies to the Licensed Software as a result of alteration of the software by any party other than DACRA (or its agents, contractors or employees);
 - e. Corrections to the data of the City due to incorrect or defective data entry which causes the information within the Licensed Software to become inaccurate in non-functional in any respect; and
4. **Software Updates and Support.** DACRA shall continue to support and update the Licensed Software for so long as the Agreement, as amended herein, remains in effect.
5. **Term.** The term of the Software Agreement, as amended herein, shall commence on May 1, 2021 and shall continue to April 30, 2022 (the “**Term**”). The Software Agreement, as amended herein, shall thereafter automatically renew for successive periods of one year (each a “**Renewal Term**”) absent a written notice of termination tendered by either Party hereto not less than 90 days prior to the expiration of the Term then in effect. All terms and conditions shall remain in full force and effect during any Renewal Term, except as otherwise provided herein.
6. **Maintenance Fee.** In consideration for the performance of Maintenance Services hereunder, City of Pekin shall tender an annual maintenance fee to DACRA in the amount of \$29,120.00 which shall cover the initial Term of this Amendment and which shall be due in full on May 1, 2021. The annual Maintenance Fee for any Renewal Term shall be increased by 4.5% over the previous term and shall be due on May 1st of the beginning of said Renewal Term.

7. **License.** The Licenses granted under the Software Agreement shall continue through the Term (and any Renewal Term) of this Amendment and shall expire upon expiration or earlier termination of this Amendment.
8. **Notices.** All notices and other communications provide for by the Software Agreement, as amended herein, shall be in writing and shall be serviced on the other Party by (a) personal delivery; (b) mailing to the addresses listed herein by certified mail, return receipt requested (c) by commercial delivery by courier (i.e. UPS or FedEx) or (d) via email to the address listed herein coupled with a copy sent via US mail to the address listed herein.

Notices shall be sent to the following addresses.

If to City of Pekin:

City of Pekin
 Attention: Chief John Dossey, Pekin Police Chief
 111 South Capitol Street
 Pekin, Illinois 61554
 Email: jvdossey@ci.pekin.il.us, with a cc to djhess@ci.pekin.il.us

If to DACRA Tech LLC

Dacra Tech LLC
 10275 W. Higgins Road, Suite 490
 Rosemont, Illinois 60018
 Attention: Robert Schur, Chief Executive Officer
 Email: Bobby.Schur@DACRAtech.com, with a copy to Tami.Wanless@DACRAtech.com

Notices shall be deemed delivered (a) on the date delivered if by personal delivery or commercial courier; (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (c) on the date of transmission with confirmation of delivery if by email.

9. **Conflict.** All provisions of the Software Agreement not specifically modified herein remain in full force and effect. In the event of a conflict between the provisions of the Software Agreement and this Amendment, the provisions of this Amendment shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

City of Pekin :

DACRA Tech LLC:

By: _____

By:  _____

Print Name: _____

Name: Robert Schur

Title: _____

Title: Chief Executive Officer

Date: _____

Date: March 25, 2021



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 248-20/21 Amending Policy No. 20-10/11 - Fund Balance Reserves Policy

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION:

Attached is a resolution to amend the City's General Fund Reserves Policy to further define the amount of fund balance and cash reserve limits the City determines is necessary to have on hand. Fund balance is a combination of liquid and illiquid assets. The current policy only addresses the "Fund Balance" limit and does not identify how much of that Fund Balance is made up of liquid cash and investments.

Like with any personal emergency fund, it is essential that the City maintain adequate levels of fund balance and cash reserves to mitigate financial risk that can occur from unforeseen revenue fluctuations; unanticipated expenditures related to any unforeseen event, such as a natural or man-made disaster, global pandemic, or economic downturn; or similar circumstances. Cash reserves also provide cash flow liquidity for the City's general operations.

The following are therefore major amendments to the General Fund Reserves Policy:

1. The title of the policy is changed to reflect that it addresses both Fund Balance and Cash Reserves.
2. Cash Reserves are defined as a subset of the Fund Balance.
3. A benchmark for Fund Balance is identified by the Government Finance Officers Association.
4. Guidance is provided that a 25% fund balance shall be maintained for the General Fund and the Cash Reserve portion of the General Fund Balance shall be equal to at least 10% of the annual operating expenditures of the General Fund.
5. Any excess cash over 10%, may be used at the discretion of the City Council for various public purposes listed in the policy.
6. The City shall also strive to establish similar Fund Balances and Cash Reserve limits for its enterprise and special revenue funds.
7. In the event that the Fund Balance or Cash Reserves are determined to be less than the policy anticipates, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance.
8. The Finance Director will annually report the status of Fund Balance and Cash Reserves to the City Council.

See attached analysis from the Finance Department on Fund/Cash Balance projections. Because this policy helps to more effectively direct the City's resources, staff recommends approval.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: The City's General Fund Reserves Policy will be amended.

IMPACT IF DENIED: The City's General Fund Reserves Policy will not be amended.

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

4/22/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/23/2021

Date:

WHEREAS, City staff has recommended amendments to the City's General Fund Reserves Policy in order to further define the fund balance and cash reserve limits the City determines necessary to have on hand; and

WHEREAS, the City Council finds that the proposed amendments, as set forth in Exhibit A attached hereto, are necessary and appropriate.

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 amendments to the City's General Fund Reserves Policy as set forth in Exhibit A attached hereto are adopted and approved.

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

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN POLICY NO. 20-10/11
GENERAL FUND BALANCE & CASH RESERVES POLICY

PURPOSE OF POLICY

Purpose. The purpose of this policy is to establish a key element of risk management and ~~the~~ financial stability ~~of the City~~ by setting guidelines for the City's a General Fund Balance and Cash Reserves. ~~General Fund Reserves, also known as "Fund Balance," is an important measure of economic stability. It is essential that the City maintain adequate levels of~~ fund balance and cash reserves to mitigate financial risk that can occur from unforeseen revenue fluctuations; unanticipated expenditures related to any unforeseen event, such as a natural or man-made disaster, global pandemic, or economic downturn; ~~or and~~ similar circumstances. Cash Reserves also provide cash flow liquidity for the City's general operations.

DEFINITIONS

General Fund Reserves. ~~General Fund Reserves are related to the following General Fund accounts: General Fund Solid Waste, Storm Sewer, Capital (adjusted as a five-year rolling average), School Bus, Airport, and Economic Development. It excludes Internal Service Funds, i.e., Insurance and Vehicle Maintenance. The balance in the General Fund is called "reserves."~~

Fund Balance. A practical definition of fund balance follows: When liabilities are subtracted from assets, there is a fund balance. A positive fund balance means there are more assets than liabilities; a negative fund balance means just the opposite. Fund balance can be complicated by the fact that part of the fund balance is reserved and part unreserved. The difference between reserved and unreserved is that the unreserved can potentially be authorized for any future expenditures while the reserved cannot. Additionally, the fund balance is a combination of liquid and illiquid assets.

Cash Reserves. Cash Reserves are a subset of the Fund Balance and represent the net total of liquid assets.

Considerations. Credit rating agencies determine the adequacy of the unreserved fund balance, or reserves, using a complex series of financial evaluations. The size of the fund balance is an important, but not the only consideration in ~~the a~~ City's rating. Other important factors are the reliability of a government's revenue sources, economic conditions, community wealth factors, cash position, debt ratios, management performance, and fiscal decisions made by the ~~legislative body~~ City Council.

The Government Finance Officer's Association of the US & Canada (GFOA) recommends, for cities of comparable size to Pekin, maintaining a fund balance of as low as 16.7% of operating expenditures and as high as 2535%+ of annual general fund expenditures. This percentage varies depending on individual community situations, based on the above mentioned considerations and risk.

Policy. The City shall maintain a Fund Balance in its General Fund of at least 25% of the total annual General Fund operating expenditures, excluding the internal services funds of Insurance and Vehicle Maintenance. This Fund Balance shall be reviewed on an annual basis for the purpose of complying with this policy and not depleted unless to address unanticipated or unforeseen events affecting the City, such as a natural or man-made disaster, global pandemic, economic downturn or other similar circumstances.

Moreover, the Cash Reserve portion of the General Fund's Fund Balance shall be at least ten percent (10%) of total annual General Fund operating expenditures. Should the General Fund Cash Reserve exceed ten percent (10%), any excess funds thereof may be used at the discretion of the City Council for

public purposes that include, but are not limited to:

- Transferring to any other established Fund Balance (e.g. enterprise or special revenue fund) that has a shortfall;
- Making a payment to reduce unfunded liabilities related to self-insurance, pension obligations; compensated absences or other post-employment benefits;
- Funding one-time operational or capital needs;
- Funding unfunded mandates;
- Supporting economic or community development projects or other strategic opportunities;
- Supporting internal or external strategic opportunities;
- Making capital investments in infrastructure, public facilities, vehicles, or equipment; or
- Making adjustments to tax levies.

The City shall also strive to establish similar Fund Balance and Cash Reserve limits for its enterprise and special revenue funds to help provide a cash flow cushion and limit any inter-fund borrowing to these funds from the General Fund.

OTHER PROVISIONS

Maintenance. In the event that the Fund Balance or General Fund Cash Reserves are determined is so calculated to be less than the policy anticipates, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance. ~~Except In extraordinary circumstances, General Fund Reserves should not be used to fund any portion of the ongoing and routine year to year operating expenditures of the City. It Fund Balance and Cash Reserves~~ should be used primarily to insure adequate designated reserves, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability.

Administrative Responsibilities. The ~~Treasurer and Assistant~~ Finance Director shall be responsible for monitoring and reporting the City's ~~various fund balance and cash~~ reserves. The City Manager is directed to make recommendations to the City Council on the use of fund balance and cash reserve funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

Annual Report. The ~~Treasurer and Assistant~~ Finance Director shall annually submit a report to the City Council outlining the status of the City's various components of the fund balance and Cash Reserves. This report shall be submitted within thirty days of the receipt of the annual financial audit. The ~~Treasurer and Assistant~~ Finance Director shall also provide status reports at other times to the City Council as may be requested.

POLICY

~~It is the goal of the City to achieve and maintain a General Fund Reserve equal to 25% of annual expenditures for the following functions: General Fund, Solid Waste, Storm Sewer, Capital (adjusted as a five-year rolling average), School Bus, Airport, and Economic Development¹. The City considers a balance of less than 25% to be cause for concern, barring unusual or deliberate circumstances, and a balance of more than 40% as excessive. An amount in excess of 40% is to be considered for reservation to accumulate funding for capital projects and equipment, and/or to reduce the tax levy requirements.~~

Replaces Policy No.18-10/11

Originally Aadopted this 11th day of April 2011.

~~1 This calculation excludes Insurance and Vehicle Maintenance.~~

CITY OF PEKIN POLICY NO. 20-10/11 FUND BALANCE & CASH RESERVES POLICY

Purpose. The purpose of this policy is to establish a key element of risk management and financial stability by setting guidelines for the City's a Fund Balance and Cash Reserve. It is essential that the City maintain adequate levels of fund balance and cash reserves to mitigate financial risk that can occur from unforeseen revenue fluctuations; unanticipated expenditures related to any unforeseen event, such as a natural or man-made disaster, global pandemic, or economic downturn; or similar circumstances. Cash reserves also provide cash flow liquidity for the City's general operations.

Fund Balance. A practical definition of fund balance follows: When liabilities are subtracted from assets, there is a fund balance. A positive fund balance means there are more assets than liabilities; a negative fund balance means just the opposite. Fund balance can be complicated by the fact that part of the fund balance is reserved and part unreserved. The difference between reserved and unreserved is that the unreserved can potentially be authorized for any future expenditures while the reserved cannot. Additionally, the fund balance is a combination of liquid and illiquid assets.

Cash Reserves. Cash Reserves are a subset of the Fund Balance and represent the net total of liquid assets.

Considerations. Credit rating agencies determine the adequacy of the unreserved fund balance, or reserves, using a complex series of financial evaluations. The size of the fund balance is an important, but not the only consideration in a City's rating. Other important factors are the reliability of a government's revenue sources, economic conditions, community wealth factors, cash position, debt ratios, management performance, and fiscal decisions made by the City Council.

The Government Finance Officers Association of the US & Canada (GFOA) recommends, for cities of comparable size to Pekin, maintaining a fund balance of as low as 16.7% of operating expenditures and as high as 35%+ of annual general fund expenditures. This percentage varies depending on individual community situations, based on the above mentioned considerations and risk.

Policy. The City shall maintain a Fund Balance in its General Fund of at least 25% of the total annual General Fund operating expenditures, excluding the internal services funds of Insurance and Vehicle Maintenance. This Fund Balance shall be reviewed on an annual basis for the purpose of complying with this policy and not depleted unless to address unanticipated or unforeseen events affecting the City, such as a natural or man-made disaster, global pandemic, economic downturn or other similar circumstances.

Moreover, the Cash Reserve portion of the General Fund's Fund Balance shall be at least ten percent (10%) of total annual General Fund operating expenditures. Should the General Fund Cash Reserve exceed ten percent (10%), any excess funds thereof may be used at the discretion of the City Council for public purposes that include, but are not limited to:

- Transferring to any other established Fund Balance (e.g. enterprise or special revenue fund) that has a shortfall;
- Making a payment to reduce unfunded liabilities related to self-insurance, pension obligations; compensated absences or other post-employment benefits;
- Funding one-time operational or capital needs;
- Funding unfunded mandates;
- Supporting economic or community development projects or other strategic opportunities;
- Supporting internal or external strategic opportunities;

- Making capital investments in infrastructure, public facilities, vehicles, or equipment; or
- Making adjustments to tax levies.

The City shall also strive to establish similar Fund Balance and Cash Reserve limits for its enterprise and special revenue funds to help provide a cash flow cushion and limit any inter-fund borrowing to these funds from the General Fund.

Maintenance. In the event that the Fund Balance or Cash Reserves are determined to be less than the policy anticipates, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance. Fund Balance and Cash Reserves should be used primarily to insure adequate designated reserves, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability.

Administrative Responsibilities. The Finance Director shall be responsible for monitoring and reporting the City's fund balance and cash reserves. The City Manager is directed to make recommendations to the City Council on the use of fund balance and cash reserve funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

Annual Report. The Finance Director shall annually submit a report to the City Council outlining the status of the City's various components of the fund balance and Cash Reserves. This report shall be submitted within thirty days of the receipt of the annual financial audit. The Finance Director shall also provide status reports at other times to the City Council as may be requested.

Replaces Policy No.18-10/11

Originally adopted this 11th day of April 2011.

City of Pekin
Fund Balance/Cash Reserve Policy Projections
For the Periods Ending FY 2018 thru FY 2022
(FY's 2019 thru 2022 Projected)

Fund Balance Policy Funds Annual Expenditures	Current FB Policy			Proposed FB Policy	
	FY 2018 Expenditures	FY 2019 Expenditures	FY 2020 Expenditures	FY 2021 Projected Expenditures	FY 2022 Budgeted Expenditures
General Fund	29,514,072	24,609,939	21,626,566	25,566,042	29,456,397
Solid Waste - less depreciation	2,088,152	2,709,065	2,936,746		
Storm Sewer*	769,157	716,818	1,279,594		
Capital (5 yr average)	5,330,900	4,951,216	3,563,063		
School Bus - less depreciation	3,966,849	4,885,138	5,286,686		
Airport - less depreciation	445,700	584,933	454,869		
Economic Development - less depreciation	158,021	73,200	114,154		
Total Annual Expenditures	42,272,851	38,530,309	35,261,679	25,566,042	29,456,397
Unassigned Fund Balance/Net Position:					
General Fund	9,447,337	10,497,785	14,262,411	17,792,718	17,974,078
Solid Waste Fund	(2,683,602)	(2,718,243)	(2,681,097)		
Capital Projects (5 year rolling average)	4,695,367	1,975,075	565,991		
School Bus Fund	1,990,039	2,230,085	1,725,609		
Airport Fund	(161,902)	(210,072)	(166,577)		
Economic Development Fund	2,598,224	2,467,257	2,688,286		
Total Fund Balance/Net Position	15,885,463	14,241,887	16,394,623	17,792,718	17,974,078
Required Fund Balance (25% of Total Annual Expenditures)	10,568,213	9,632,577	8,815,420	6,391,511	7,364,099
40% of Total Annual Expenditures	16,909,140	15,412,124	14,104,671	N/A	N/A
Excess (Deficit) over Fund Balance Requirement	5,317,250	4,609,310	7,579,204	11,401,208	10,609,979
Excess (Deficit) over 40% of Annual Expenditures	(1,023,677)	(1,170,237)	2,289,952	N/A	N/A
Cash Investments at FY End	1,743,000	4,980,000	3,984,000	4,041,000	4,294,000
Cash required for Fund Balance Policy (GF only) 10% of GF Exp	4,427,111	3,691,491	3,243,985	2,556,604	2,945,640
Excess (Deficit) over Required Cash Reserve	(2,684,111)	1,288,509	740,015	1,484,396	1,348,360

* Storm Sewer is department 033 of Sewerage Fund beginning FY 2020



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Sarah Newcomb, Human Resources Dir

AGENDA ITEM: Resolution No. 249-20/21 Collective Bargaining Agreement IAFF Local 524
 May 1, 2021-April 30, 20

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City and the IAFF Local 524 began contract negotiations January 28, 2021 at which time staff discussed its approach to this bargaining session as well as briefly discussing each article of the contract. On February 8, 2021, the City Manager and Human Resources Director met with City Council in Executive Session at which time Council gave authority to the City Manager to negotiate.

Both parties met over several bargaining session on 2/10/21, 2/19/21, 3/3/21, 3/10/21 with several tentative agreements at each session. In addition to the official bargaining meetings, there were several meetings between management and the labor to discuss the operational details of several proposals. This method worked very well and served for better discussions at the joint bargaining sessions.

On 3/15/21, the City Manager, Human Resources Director, Chief Reeise and labor attorney, Joshua Herman met with City Council for another executive session discussion. Both parties met 3/24/21 and were able to come to a full tentative agreement.

The City Council was updated by labor attorney, Joshua Herman on 3/29/21 regarding the tentatively agreed to contract.

The IAFF Local 524 ratified the agreement on 4/7/21.

Major revisions include the following:

- **ARTICLE 6 DUES DEDUCTIONS:** changes in the dues deduction elections and the deletion of fair share.
- **ARTICLE 11 SUBSTANCE ABUSE:** involved Drug and Alcohol Abuse language, which both parties have substantively agreed to, the labor attorney and the IAFF are working on the final language, in essence similar to the police contract.
- **Article 17 HOURS AND OVERTIME:** Section 17.1D Hold Over and Hire Back language was greatly simplified and ensures that the Battalion (formerly Assistant) Chiefs may force in members when offers for overtime have not been filled through rotation of inverse seniority. Section 17.4 language move from Article 27, the language did not change.
- **ARTICLE 22 LEAVE TIME:** added language regarding state law changes to bereavement, military leave and FMLA. We also change Section 22.6 to reflect hours instead of days. We tried to do this throughout the contract to clarify due to issues with 24 hour and 40 hour firefighters.
- **ARTICLE 24 HOLIDAYS:** added language regarding proration of holidays and clarified language for holiday pay.
- **ARTICLE 25 UNIFORM ALLOWANCE:** uniform allowance increases to \$650 in 2021, to \$700 in 2022, 2023, 2024 and to \$750 in 2025.
- **ARTICLE 27 EMT-I CERTIFICATION:** is greatly reduced as the 2% EMT-I stipend was agreed to be rolled into the wage scale.
- **ARTICLE 28 SICK LEAVE:** added Section 28.5 which now allows for the donation of leave time within

the bargaining unit and revised language regarding the use of sick time in Section 28.2.

- **ARTICLE 29 WAGES:** The wages now include the 2% EMTI-I Stipend, which was added to the 2020 base. The agreed annual increases are 3% on 5/1/2021 and 2.5% each May 1 beginning 2022 through 2025.
- **ARTICLE 30 NEW EMPLOYEES:** added language to reflect regulatory changes to EMT levels.
- **ARTICLE 31 SCHOOL PROVISIONS:** added language related to IRS regulations.
- **ARTICLE 32 INSURANCE:** Section 32.2 Members will pay 12% of annual premium through 4/30/2024 and 14% beginning 5/1/2024 and Section 32.3 union agreed to sunset retiree insurance for anyone hired after 5/1/2021.
- **ARTICLE 38 RESIDENCY:** delete 2nd paragraph.
- **ARTICLE 40 40 HOUR FIREFIGHTERS:** Throughout this section changed days to hours, moved language re 40 hour employees and minimum manning from Article 43 to article 40. Deleted Section 40.7 because it is covered in under Article 22 section 5. Delete the stipend for 40 hour work and revise holiday pay language in section 40.10.
- **ARTICLE 41 TRADES:** delete language specific to software.
- **ARTICLE 43 MINIMUM MANNING:** revised language.
- **ARTICLE 44 DUES CHECK OFF:** moved to Article 6.
- **ARTICLE 46 TERM OF AGREEMENT:** Term is now May 1, 2021 through April 30, 2026.

FINANCIAL IMPACT:

Requested Amount:

Total cost of the contract over the term of the contract is \$599,033. The table below shows the year over year increase for the life of the contract considering the same staffing levels

Fiscal Year	FY22	FY23	FY 24	FY25	FY26
Wages	\$114,233	\$98,050	\$100,501	\$103,014	\$105,589
Holiday Pay	\$4,519	\$5,160	\$5,289	\$5,421	\$5,557
Uniform	\$4,700	-	-	-	-
Signing Bonus	\$47,000				
Cost over Previous Year	\$170,452	\$103,210	\$105,790	\$108,435	\$111,146

Line Item: Various Personnel Line Items

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: The Human Resources Department will begin implementing the pay plan and contractual changes May 1; the Fire Department will proceed with work under the guideline of the attached contract.

IMPACT IF DENIED: The City will go back to the bargaining table knowing the IAFF contract will likely expire prior to approval from the City and knowing the IAFF members have ratified the attached contract which will greatly complicate negotiations by making mediation highly probable.

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

4/22/2021

Date:

WHEREAS, the previous collective bargaining agreement between the City of Pekin and the Pekin Firefighters IAFF Local 524, as the exclusive bargaining representative for Fire Union (“Union”) employees serving in the City of Pekin Fire department shall expire on April 30, 2021; and

WHEREAS, the City and the Union have been engaged in negotiation of a successor collective bargaining agreement; and

WHEREAS, the parties have reached tentative agreement on a successor agreement, for a five (5) year term commencing May 1, 2021, and terminating on April 30, 2026, a copy of which is attached hereto as **Exhibit A** (“Agreement”); and

WHEREAS, the Union ratified the Agreement on April 6, 2021.

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 between the City of Pekin, Illinois, and the Pekin Firefighters IAFF Local 524 bargaining committee, acting as the exclusive bargaining representative of the Fire unit employees serving the City of Pekin Fire department as attached hereto as **Exhibit A**, is hereby approved.

Section 3. The Mayor is authorized and directed to execute the Agreement on behalf of the City, to be effective immediately upon execution.

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

MAYOR

ATTEST:

CITY CLERK

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF PEKIN AND
PEKIN FIREFIGHTERS IAFF LOCAL 524
MAY 1, 2021 – APRIL 30, 2026**



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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of Pekin (hereinafter referred to as the “Employer”) and Local # 524, International Association of Firefighters (Hereinafter referred to as the Union”).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standard of wages, hours, and conditions of employment.

ARTICLE 2

RECOGNITION

The Employer hereby recognizes the Union as the sole bargaining representative of all employees of the Pekin Fire Department (herein referred to as “Officers”), except the Fire Chief, sworn personnel above the rank of Captain, and all unsworn personnel, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and conditions of employment.

Probationary employees are covered by this Agreement except for discipline and discharge. Where an employee within the bargaining unit is appointed to a position above the rank of Captain within the Fire Department, the employee will be able to return to his former rank in the event he is removed from the appointive position. The foregoing shall not limit the authority of the Board of Fire and Police Commissioners in considering charges against such employee under the Fire and Police Commission Act.

Should the City create new positions or classifications of sworn personnel within the Fire Department, the City will, on request, meet with the Union to consider whether the new positions or classifications should be included within the bargaining unit. In the event the parties cannot agree, either party may petition the Illinois State Labor Relations Board for a unit clarification or determination. If the parties agree to include the new position or classification, they shall file with the Illinois State Labor Relations Board to amend the bargaining unit, and shall thereafter negotiate concerning the salary to be paid to such position or classification, provided the City shall have the right to set the salary to be paid pending the parties’ negotiation of that issue.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 - Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity to all Union members and apply equal employment practices.

Section 3.2 - Non-Discrimination

Employer shall not discriminate against Union members, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, sexual orientation, gender identity, age, political belief or affiliation, religion, national origin or membership in the Union. Employer and Union will adhere to State and Federal standards. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

Section 3.3 - Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 3.4 -Americans With Disability Act Compliance

The City and the Union agree to comply with the Americans With Disabilities Act (ADA), including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him. An employee may request accommodation through the Human Resources Department in accordance with ADA guidelines.

Section 3.5 - Affirmative Action

As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in the Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

Section 3.6 - Harassment

Every employee shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, color, sex, sexual orientation, gender or sexual orientation, pregnancy, age, political belief or affiliation, national origin, religion, ancestry, order of protection status, marital status, military status or unfavorable discharge from military service, or disability. Harassment may include verbal, written, visual or physical acts or conduct which is offensive in nature, intimidating, insulting, degrading, or unwelcome, occasioned by, or resulting from, prejudice, bias, or intolerance based upon the foregoing, and is unlawful and contrary to public policy, and may result in termination of the employment relationship where it occurs. Both parties agree to conform to the Sexual Harassment Policy contained within the City of Pekin Personnel Policy. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

ARTICLE 4

MUTUAL COOPERATION

Section 4.1 - Cooperation

The employer and the Union agree to cooperate with each other in matters of the administration of the Agreement.

Section 4.2 - Labor-Management Committee

There shall be established a joint Labor-Management Committee, such Committee to be composed of three (3) representatives each for both the Union and the Employer, with these representatives to be selected and designated by the Union and the Employer, respectively. This Committee shall meet quarterly, the exact date of which shall be agreed upon between the parties. This Committee shall also meet at a mutually agreed time when the following issues are first known to the respective parties:

1. Pre-discipline
2. Pre-grievance
3. New or revised rules, regulations & S.O.P.'s
4. Federal, State and local government mandates
5. OSHA & Illinois Department of Labor proposed changes
6. Pension legislation
7. Injuries which are serious
8. City ordinances and resolutions
9. Union fund Raising
10. Lobbying efforts by the I.A.F.F. and the IML
11. Sick leave "problems"
12. Workers Compensation Issues
13. Any other proposed legislation that may impact either party
14. Hiring process and related items

15. Any other issue mutually agreed to by both parties

Both parties to this agreement agree to attend at least one joint training program together for Labor-Management issues. At least one representative from both parties to the joint Labor-Management Committee shall attend.

Nothing in this article shall require the parties to bargain for the issues listed in the above numbered 1-15, but rather to discuss the issues in an open forum as to understand all sides of each issue and the possible impact on the parties involved.

ARTICLE 5

UNION PRESENTATION AT ORIENTATION

The employer shall grant the Union (a member and/or members of its Executive Board) an opportunity during the departmental orientation of new firefighters to present the benefits of Union membership as well as the Fire Fighters Health Insurance Plan.

ARTICLE 6

DUES DEDUCTIONS

Section 6.1 - Dues

Upon receipt of proper written authorization from an employee, the Employer shall deduct each Month Union dues in the amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Members choosing to withdraw from paying Union dues shall notify the City and Union Treasurer in writing between December 1st and December 15th of each year, and said deductions will only be terminated upon employee's written request. Once a member had submitted in writing their intent to withdraw from the union the City shall discontinue withdrawing dues the first paycheck in the following calendar year.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of the Article.

Section 6.2 – Dues Deduction

DUES CHECK OFF

All members of Local 524 shall be allowed to participate in the dues check off program, and the City agrees to withhold the specified amount from each participants pay upon each pay period. The local shall provide proof of participation in the form of a signed card.

ARTICLE 7

MANAGEMENT RIGHTS

Except as modified by the provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Fire Department.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
3. To set standards for the services to be offered to the public.
4. To direct the employees of the fire Department, including the right to assign work and overtime.
5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers except as otherwise provided for by the Board of Fire and Police commissioners.
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of bona fide lack of work or funds or other proper reasons.
7. To establish work schedules.
8. To establish, modify, combine or abolish job positions and classifications.
9. To add, delete or alter methods of operation, equipment or facilities.
10. To establish, implement and maintain an effective internal control program.
11. To suspend, demote, discharge or take other disciplinary action against firefighters for just cause except as otherwise provided for by the Board of Fire and Police Commissioners or the Agreement.
12. Inherent managerial functions, prerogatives, and policy making rights as set forth in section 1604 of the IPLRA which the employer has not expressly restricted by provision of the Agreement shall remain vested exclusively with the Employer subject to the rights of the Union as set forth in the Act.

Nothing in the Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 8

NO STRIKE

Section 8.1 - No-Strike Commitment

Neither the Union nor any firefighter, member of the Union nor employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, or picket which causes work stoppage or other concerted refusal to perform duties by any officer or officer group, or the concerted

interference with, in whole or part, the full faithful and proper performance of all normal operations of City Government. Neither the Union nor any firefighter, member of the Union, nor employee covered by this Agreement, shall refuse to cross any picket line, by whomsoever established.

Section 8.2 - Resumption of Operations

In the event of action prohibited by the Section above, the Union immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of the Section.

Section 8.3 - No Lockout

In no instance shall the City lockout employees as a result of a labor dispute.

Section 8.4 – No Contracting out

This agreement will confirm the City's commitment to the Union. The City agrees that in no event shall the City contract or subcontract out for the provisions of any service currently performed by the members of the bargaining unit, including but not limited to, fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services.

ARTICLE 9

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14, formerly Ch. 48, Section 1614, as it may be amended from time to time) unless the parties otherwise agree.

ARTICLE 10

RESERVE

ARTICLE 11

SUBSTANCE ABUSE

Section 11.1 - Drug and Alcohol Testing

The parties have agreed to continue discussing final agreed language as to a Drug and Alcohol Testing, which they shall continue bargaining and agree to later in a side letter.

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted as follows:

1. The Employer may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs where the Employer has just cause to believe the individual employee is then under the influence of alcohol or controlled substances. Post-accident; Any employee involved in an on the job accident or injury under the circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury may be asked to submit to drug or alcohol testing. The Employer shall set forth in writing to the employee the basis for such just cause, including all objective facts and reasonable observations shall be delivered to the employee.
2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe that just cause for the order exists. Refusal to submit to such test may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. An employee who has been tested and has a blood alcohol level in excess of .04 and who refuses to undergo a complete substance abuse treatment program shall be subject to disciplinary action with just cause.
3. The employer agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
 - a. Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs.
 - b. Establish a chain of custody procedures for both sample collection and testing that will insure The integrity of and identity of each sample and test result.
 - c. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee.
 - d. Collect all samples in such a manner as a preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample.
 - e. Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites.
 - f. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing.
 - g. Require that the clinical laboratory report to the Employer the positive results only in the case where both the initial and confirmatory test results are positive as to the same example.
 - h. Provide each officer with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the employer by the laboratory.
 - i. Insure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.

4. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs except as specifically provided by State or Federal Law. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test or any alleged violation of this Agreement. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding.
5. The employer agrees to maintain all records concerning drug or alcohol problems of its employee in the utmost confidence, releasing such information only upon the written authorization of the affected employee or upon proper court order.

Section 11.2 - Discipline/Rehabilitation

Any employee, who is determined to have a drug abuse or alcohol abuse problem may be granted leave without pay to seek assistance through an established employee assistance program. The Employer shall contribute either through insurance or direct payment up to twenty five thousand dollars (\$25,000.00) as a maximum lifetime benefit to each employee to be used for alcohol and drug rehabilitation treatment. Once the twenty-five thousand dollar (\$25,000.00) maximum has been spent by the Employer, the Employer shall have no further financial obligation with respect to an employee's treatment for alcohol and/or drug abuse. The employee shall be able to use any compensation time, vacation time, or sick leave as the employee may have accumulated in order to participate in such a program. Successful completion of a drug abuse or alcohol abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

Any employee who has or who admits he has an alcohol abuse problem or a drug abuse problem or has tested positive for non-prescribed drugs while on duty and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

Any employee who has completed a drug or alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.

Any employee who has completed a substance abuse treatment program and has returned to work is subject to random testing by the Employer for a period of up to two (2) years following the employees return to work. Said testing shall be at the recommendation of the assigned drug and alcohol counselor.

Any employee after completing a substance abuse treatment program as provided above, who tests positive for controlled substances while on duty shall be subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commission.

ARTICLE 12

FIRE DUTIES AND RESTRICTIONS

No Officers covered by this Agreement shall be required to perform any duties except those directly associated with:

1. Firefighting, hazardous materials, fire prevention, training, routine maintenance of firefighting equipment, and other related duties as are reasonably necessary in the operation of the Fire Department.
2. Emergency first aid and rescue duties in connection with the operation of the Fire Department.
3. Demonstrations or instructions to the public or various organizations concerning public safety, demonstrations, inspections and related activities concerning public safety.
4. Other duties mutually agreed to by the parties.

Company Inspections shall generally be done Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays, weather permitting.

Training shall generally be done Monday through Saturday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays. The Union understands that there may be instances where special training situations arise and are willing to work with the Chief and/or Training Officer to agree on a proper time and place for this training. The Battalion Chief shall be responsible that his/her assigned training is completed.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1 - Definition

A grievance is defined as a dispute of difference of opinion between the Employer and the Union or employee(s) over the meaning, application or interpretation of the terms of this Agreement or the inequitable application of the rules and regulations of the Pekin Fire Department.

Section 13.2 - Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, this informal process cannot or does not

resolve the matter, grievances shall be processed according to the following procedure. All grievances must be filed within thirty (30) days of the date of the event giving rise to the grievance.

Step 1: Grievances shall be first submitted in writing to the employee's immediate supervisor, setting forth portion(s) of the Agreement involved and shall set forth the facts which form the basis of the grievance, as well as the relief requested. The Supervisor shall deliver his written response to the grievance within five (5) calendar days after the receipt of the grievance. If denied, this response shall set forth the basis for denial of the grievance, specifying those facts and portions of the Agreement upon which the denial is based.

Step 2: If the grievance is not resolved in Step 1, and the grievant desires to appeal, it shall be referred in writing to the Fire Chief within seven (7) calendar days of the receipt of the Step 1 response. This appeal shall state the basis upon which the grievant was improperly denied at the preceding step. The Fire Chief or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the Fire Chief shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 3: If the grievance is not settled in Step 2, and the grievant desires to appeal, the grievance shall be referred in writing to the City Manager within seven (7) calendar days of the receipt of the Step 2 response. The City Manager or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the City Manager shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 4: If the grievance is not settled in Step 3, and the Union desires to refer the grievance to arbitration, it shall notify the City Manager in writing within twenty-one (21) calendar days of the receipt of the Step 3 response.

Section 13.3 - Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to final and binding arbitration, as described below, within twenty-one (21) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven-day period, the parties shall jointly request the Federal Mediation and Conciliation Service, or if both parties agree to, the Illinois Labor Relations Board, to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that the panel(s) submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Employer and the Union shall have the right to strike two

- (2) names from the panel, with the alternate order of individual strikes to be determined by a coin toss. The person remaining shall be the arbitrator.
2. The arbitrator shall be notified of his/her selection by a joint letter from the parties and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
 3. The arbitrator shall submit his/her final and binding decision in writing sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
 4. The Arbitrator shall have no power to amend, modify, nullify, ignore, imply, add to or subtract from, the express provisions of the Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any issue(s) not submitted to him. The Arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way superseding State or Federal law.
 5. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
 6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for its own representatives and witnesses.

Section 13.4 - Right to File Grievances

Nothing herein shall be construed as limiting the right of individual employees to file grievances with the Employer through the foregoing grievance procedure without the intervention of the Union as provided by law. In such instances, the Employer shall notify the Union in writing and provide it with a copy of the grievance within seventy-two (72) hours of the receipt of such an individual grievance. The Union shall be notified of and permitted to attend all meetings between the Employer and the grievant concerning such grievances. In the event that the Union believes that a settlement of such grievance(s) violates the terms of the Agreement, the Union may file a grievance concerning that settlement, commencing at the Step above which the settlement occurred (except in cases where the settlement occurred at Step 3, in which case the Union's grievance shall be filed at Step 3). This right to file and process grievances without the intervention of the Union shall be limited to Steps 1,2 and 3 of the procedure and shall not extend to Step 4. Only the Union shall be authorized to have the right to refer grievances to final and binding arbitration.

Section 13.5 - Initial Filings

Any dispute or disagreement about whether a grievance should have been appropriately filed at Step 1 or a higher step shall not be grounds for denying the grievance or otherwise impairing or limiting the jurisdiction of an arbitrator to render an award concerning such a grievance.

Section 13.6 - Time Limits

The time limits for filing and processing grievances shall be adhered to unless the parties mutually agree in writing to extend the same at any Step. If a grievance is not filed or processed to the next Step of the procedure

within the stated time limits, it may not be processed further. If the Employer does not respond at any Step within the stated time limits, the grievance, may be deemed to be denied and appealed to the next Step of the procedure.

Section 13.7 - Uniform Arbitration Act to Apply

Except where specifically modified herein, the provisions of the Illinois Uniform Arbitration Act, as set forth in the Illinois Compiled Statutes, shall govern any arbitration that may arise between the parties. An arbitrator's authority shall not be limited or otherwise impaired by the passage of a fiscal year for the Employer.

ARTICLE 14

DISCIPLINARY MATTERS

Section 14.1 - Employee Discipline

The City shall use the principles of progressive discipline as a method to improve employee behavior and/or performance. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. It shall also be recognized that when using the principles of progressive discipline, all aspects of performance are taken to consideration. Individual infractions standing alone may not warrant action beyond the first, but viewed cumulative with other warnings more extreme action may be appropriate.

Disciplinary action may be taken in the following forms:

1. Verbal warning documented for future reference
2. Written warning reprimand
3. Suspension without pay
4. Demotion
5. Dismissal

Disciplinary Action: No employee shall be discharged, suspended, demoted, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause.

Right to Representation: Employees shall have the right to Union representation at all meetings with the City or its' representatives, where the employees reasonably fear that discipline action may result. No suspension or dismissal will occur without a prior offer to the employee to provide Union representation. Copies of written warnings will be provided to the Shift Steward and should verbal warnings be issued, the Shift Steward is to be verbally notified. All employees shall be afforded all rights under the Fire Fighters Disciplinary Act as now in effect or as may from time to time be amended.

Records Concerning Discipline: In keeping with the Parties agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged of any reference to his disciplinary history in accordance with the following:

1. **Verbal Reprimand:** Will stay in the employees file until the employee's yearly evaluation and at that time shall be reviewed by the Chief and said employee.
2. **Written Reprimand:** A written reprimand shall stay in the employees file for a period of five years and at that time it will be at the Chiefs discretion to remove the written reprimand.
3. **Disciplinary Suspension:** A suspension shall stay in the employees file as a permanent record.

Section 14.2 - Appeal of Discipline:

The firefighter may elect to appeal a decision by the Police and Fire Commission either through the Courts or Arbitration, but not both.

ARTICLE 15

LAYOFF

In the event of a layoff of an employee covered by the Agreement, the Employer agrees not to hire any personnel to perform the duties that a firefighter can perform.

In the event of layoff, firefighters covered by this Agreement will be laid off in the reverse order of their seniority. The date of seniority will be based on the seniority list as provided pursuant to Article 19 of this Agreement. Layoffs and rehiring shall be in accordance with 65 ILCS 510-2.1-18.

ARTICLE 16

EMPLOYEE SECURITY

Employees shall have the right to review their personnel records subject to the procedures and limitations set forth in 820 ILCS 40/1-et seq as now in effect or as may from time to time be amended.

Section 16.1 - Inspection

Employees shall be allowed reasonable access to inspect their entire personnel and training file, no later than seven (7) working days after a request for such access. Employees shall also be allowed to obtain copies of anything contained in their personnel files, provided that the Employer may require the employee to reimburse the City for the actual cost of photocopying or reproduction. The Employer shall grant two inspection requests in each calendar year, one of which shall be in conjunction with the annual evaluation. All requests with respect

to pending discipline matters shall be allowed. The Employer shall not be required to furnish to the employee any records as described in 820 ILCS 40/10, as now in effect or and may from time to time be amended.

ARTICLE 17

HOURS AND OVERTIME

Section 17.1 - Definitions

A. "Shift Day" - A work day consisting of twenty-four (24) consecutive hours of duty immediately followed by forty-eight (48) hours off duty. Employees working twenty-four (24) hour shifts shall commence their workday at 7:00 a.m. Employees assigned to work forty (40) hours per week shall work such hours as are mutually agreed upon between the individual member and the Fire Chief.

B. "Tour of Duty" - All scheduling will be based upon a tour of duty, which shall be a twenty-seven (27) day consecutive period. The tour of duty shall be as presently in existence insofar as the beginning day of each tour is concerned.

C. "Holdover" or "Hireback"- A person who continues to work after his shift has ended. Said work shall be scheduled off of the correct list. The 24 hour list or the less than 24 hour list. A member not working the day or shift before the overtime occurs shall not be eligible to be offered overtime off of the list for the holdover/hireback.

D. "Holdover/Hireback list"- The lists for 24 hours, and less than 24 hours shall be maintained by the Battalion Chiefs and shall work as follows:

1. The list will work on a rotational basis with each member on the list according to his shift. When a holdover/hireback occurs the members of the off-going shift shall be offered the overtime starting at the top of the list offering the overtime in order.
2. Upon initial contact if the member refuses the overtime at the request of the Battalion Chief he shall also indicate his acceptance or refusal of the overtime should the Battalion Chief go back through the list. If the overtime occurs after shift change when the member is off duty and he did not answer the phone initially the Battalion Chief shall attempt to call the member again. If the member does not answer the phone on the second progression through the list both failures to make contact shall be considered a refusal by the member.
3. The member shall either accept or refuse the overtime. If the member accepts the overtime then his name shall be placed at the bottom of the list. A member shall be allowed one refusal per overtime period offered without being placed at the bottom of the list. If the list is exhausted the Battalion

Chief shall go back through the list a second time. If a member refuses the overtime period a second time he shall be placed at the bottom of the list unless conditions specified in paragraph 4 exist.

4. A member may refuse the overtime and hold his place on the list for the following reasons. If the member is not scheduled to work the next shift day, if the member is already scheduled to work that day for himself or by trade, if the overtime puts him into a triple (3 consecutive days), for department related classes and/or tests, and for official IAFF, AFFI, or Local 524 business.

Battalion Chief In the event the overtime cannot be filled from the previous shift's list the Battalion Chief shall call through the next day's shift, then the members who are off on vacation or Kelly day, then they may page in. When all options have been exhausted including the option to split the shifts, and no one accepts the overtime the Battalion Chief may force in a member from the previous shift using the mandatory force in list, said list shall be established in inverse seniority and rotational. Employees who are off on vacation, compensatory time, sick leave, or Kelly Day, or any other scheduled time off shall not be subject to a force in. New hires shall be placed at the top of the list when hired. If an employee is unavailable to cover the force in due to obligations outside of his control and is unable to take the overtime he shall be charged sick leave for the hours he would have been forced in and moved to the bottom of the list and the next person on the list is forced.

E. "Call-in" - A person called into duty utilizing the departmental issued paging system for the minimum of (3) hours per article 17.3 A. Being paged in while off duty shall have no bearing on the members place on either overtime list as per article 17.1.

F. "Computation of Time" - all time computed under this Article shall be computed in fifteen (15) minute increments.

G. "Computation of Hourly Rate" -- Whenever an hourly rate is computed in furtherance of this Agreement, whether for overtime, sick leave, call-ins, holdovers or otherwise, the amount of such hourly rate shall be computed as follows unless otherwise specifically provided for: The regular annual base salary for the employee shall be divided by 2,736 hours. The result of this division shall have added to it the sum or sums to which the employee would be entitled for longevity and for obtaining their Fire Science 2% or 5% bonus.

H. Holdover/Hireback Procedure: When a holdover/hireback is known to occur a member shall be offered the overtime according to article 17.1 Section D.

Section 17.2 – Overtime

Firefighters shall be entitled to overtime at the rate of one and a half times their normal hourly rate of pay when the Fair Labor Standards Act requires same within a twenty-seven (27) day tour of duty solely as part of said tour of duty, pursuant to section 17.6. When a firefighter is held over or called in he shall be paid one and one

half times the number of hours or fraction thereof. All overtime will be paid during the next pay period after same is earned unless a firefighter elects to accumulate same pursuant to Section 17.4.

17.3 Call-ins

An employee who is called in shall receive a minimum of three (3) hours pay at one and one half times, and if the call-in lasts greater than three hours, then the employee shall receive one and one half times for each hour or fraction thereof that he is on duty. Both parties mutually agree that responding for a call-in will be done as expeditiously and as safely as possible.

From time to time, the Chief or his designee may offer overtime for non-emergency meetings or training. This overtime shall be paid at time and one-half and shall be a minimum of 1 hour, and in increments of 15 minutes thereafter. This overtime shall not be mandatory and shall be an option to the employee. In the event that there is a mutually agreed to mandatory meeting, by labor and management, then the overtime shall be paid at time and one half and shall be a minimum of 1 hour and in increments of 15 minutes thereafter. Nothing in this section shall require the chief to offer overtime for training or meetings if he does not feel it is needed. Mandatory call-ins shall be paid at the same rate as emergency call-ins.

On instances where a member must go home due to illness or injury during his tour of duty the call-in procedure shall be as follows:

1. If the member must leave and can wait until his replacement can arrive, then a member shall be called in according to the correct list according to article 17.1 section D.
2. If the member must leave and cannot wait until his replacement arrives then a member shall be paged in using department issued paging system and a member will be brought in for a minimum 3 hours as per article 17.3. The initial call in may be made for a period of up to 6 hours if the total overtime period is not expected to go beyond 6 hours. After paging to cover the initial 3 to 6 hour period then another member shall be offered the overtime in accordance with article 17.1 unless said overtime occurs after 1900hrs in which case the member responding to the initial call in may be retained for the remainder of the shift.

Section 17.4 - Accumulation of Compensatory Time (Time accumulated after April 1, 1990)

Employees shall be entitled to accumulate compensatory time up to a maximum of one hundred-twenty (120) hours. Said time may be accumulated in whole hour increments as a result of overtime earned pursuant to Section 17.2 and Section 17.3. When said overtime is earned, the employee shall notify the Fire Chief or his designee as to whether he wishes to accumulate same or be paid for same in accordance with Section 17.2(C). Such accumulated compensatory time may be utilized in six (6) hour increments when a vacation or Kelly day is available on that shift.

In the event that a member has less than twenty four (24) hours of compensatory time scheduled and another member requests a vacation day on same day the member with scheduled compensatory time has the option to take twenty four (24) hours that day or not utilize compensatory time. In the event a member has less than twenty four (24) hours accumulated, said member must utilize whatever he has left in order to guarantee usage of compensatory time that day.

Each firefighter participating and successfully completing the EMT-I or Advanced EMT program shall be granted hour for hour compensatory time equal to time spent in the program certification process while they are off duty. These days (minus the days that have been previously used) shall be carried by the firefighter throughout their career until they are exhausted, but shall not be paid as compensation upon the firefighter's retirement and/or severance with the City of Pekin.

Section 17.5 - Reimbursement for Time

In the event of a call-in or holdover is a result of, or due to a regularly scheduled employee failing to report to work or having to leave work once he has entered into his shift, for any reason other than sickness, emergency or authorized use of personal time, the employee failing to report or leaving shall have deducted from his pay, until paid in full, a sum equal to that paid to the employee called in or held over for him.

Section 17.6 - Kelly Days

Effective Dec. 29, 1996, the annual average hours of work shall not exceed 52.5 hours per week. The average weekly hours shall be accomplished by scheduling every 16th duty shift as a "KELLY DAY" off duty. Scheduling of the initial "KELLY DAY" on any shift shall be done by job seniority.

Once "KELLY DAYS" have been established, they shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for the purposes of FLSA overtime.

Effective Dec. 29, 1996, the City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the 27th day of the cycle. Each employee's work cycle shall be established so the employee's "KELLY DAY" (16th shift) falls on the shift starting at 7:00 a.m. on the 27th day of his work cycle and ends at 7:00 a.m. on the first day of succeeding work cycle.

ARTICLE 18

COURT TIME

A .In the event an employee who is regularly scheduled and actively reporting to work for the City of Pekin is required to appear in Court for City business or before the Police and Fire Commission of the City in connection

with his duties as an employee, he shall not lose any time or pay for the time he is required to appear except as hereafter provided.

B. Any appearance before the Fire and Police Commission of the City shall be at the employee's own expense, and he shall receive no pay for such time when as a result of any action by the Fire and Police Commission he is disciplined or any disciplinary action against him has been upheld.

C. In the event the employee is required to appear as in Paragraph A hereof, except as limited by Paragraph B above, on off-duty time, he shall be paid a minimum of four (4) hours straight time and everything over four hours shall be paid at one and one half times.

ARTICLE 19

SENIORITY

19.1 Definition of Seniority

Seniority shall, for the purpose of this Agreement, be defined as follows:

1. **Employment Security:** The term "employment security" refers to, and is defined as, a firefighter's length of continuous service with the Employer since the firefighter's last date of hire. For the purpose of this Agreement, a firefighter's length of continuous service with the Employer includes all years of service, including any years during which the firefighter was in a non-bargaining unit position, and/or in a position represented by another bargaining unit.
2. **Time-in-Rank Seniority:** The term "time-in-rank seniority" refers to, and is defined as, a firefighter's length of continuous service with the Employer in his present position classification (rank), since his appointment or promotion to that position classification (rank). In the case of a firefighter who has been bumped or demoted to a lower-rated position classification (rank), that firefighter's time-in-rank seniority shall be considered to be his length of continuous service with the Employer in the particular position classification (rank) since his appointment or promotion to that position classification (rank), including the time the firefighter was in the position classification (rank) from which he was bumped or demoted.

Section 19.2 - Seniority List

The Employer shall maintain and keep current a roster of the firefighters covered by this Agreement, showing the current position classification (rank) and applicable employment and time-in-rank seniority dates for each officer. This roster shall be made available for inspection by an authorized Union representative at all times during regular business hours of the Employer. The Employer shall also keep a copy of the current roster in Station Memo books.

ARTICLE 20

PROMOTIONS

Section 20.1 – General

Promotions to the ranks of Engineer and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the “Act”). A copy of this Act is attached as Appendix “A” to this agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 20.2 – Vacancies

This Article applies to promotions to vacancies in the ranks of Engineer and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded by the corporate authorities. If a vacated position is not filled due to lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 20.3 – Eligibility

All promotions shall be made from employees in the next lower rank who have at least four years of seniority in the Pekin Fire Department, and at least 1 (one) year in their current rank. In order for a firefighter to become eligible to be promoted to a Driver/Engineer, he/she must first successfully complete the testing process and successfully complete the State Certification in Fire Apparatus Engineer. In order for a Driver/Engineer to become eligible to be promoted to the rank of Captain he/she must first successfully complete the testing process, successfully complete State Certification in Fire Apparatus Engineer, and Fire Officer I or Company Fire Officer and complete his/her Associates Degree in Fire Science, starting on the testing cycle of 2014. In order for a Captain to become eligible to be promoted to the rank of Battalion Chief he/she must successfully complete the testing process, and obtain certification for Fire Officer II, Advanced Company Fire Officer, Haz/Mat Incident Command, and Incident Safety officer. To determine the seniority points the following will be calculated per the “Promotions Act” up to the date of the written exam. Each full year of service shall be calculated at 0.33 points per year with the 30th year of service calculated at 0.43 points. Partial years shall be calculated at 0.0275 points per full month of service, and partial months shall be calculated at 0.000904 points per day. The extra day in leap year shall not be figured into the equation. Seniority points shall be calculated up to 30 years of service.

Section 20.4 - Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations consisting of the following 5 (five) components weighted and specified:

For the rank of Engineer/Driver:

Written examination	35%
Engineer Practical	35%
Ascertained merit	20%
Seniority	Up to 10% based on .33% per year of service up to 30 years
Military Service Points	Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

For the rank of Captain:

Written examination	50%
Subjective Component	20%
Ascertained merit	20%
Seniority	Up to 10% based on .33% per year of service up to 30 years
Military Service Points	Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

For the rank of Battalion Chief:

Written examination	45%
Subjective component	25%
Ascertained merit	20%
Seniority	up to 10% based on .33% per year of service up to 30 years
Military Service points	up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

Section 20.5 Scoring of Components

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scored of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after

the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank and order of the preliminary promotion list based on any veteran's preference awarded. The final adjusted promotion list shall then be posted in each station, and copies provided to the Union and all candidates.

Section 20.6 - Right to Grieve

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the City of Pekin Fire Chief. Any disputes as to such matters may be resolved and remedied by filing a grievance at step 3 as provided by Article 13 of this Agreement or as otherwise provided by the firefighters promotion act.

Section 20.7 - Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, so long as he/she meets the promotional requirements. The appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list, for any reason other than eligibility requirements. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list, who meets the promotional requirements at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article 13 of this Agreement. In the event a grievance is filed, the promotional process shall stop, no promotions shall take place until the grievance is resolved.

Section 20.8 - Maintenance of the Promotional Lists

Final eligibility lists shall be effective for a period of 3 (three) years. The employer shall take all necessary steps to ensure the City of Pekin Police and Fire Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than 30 days, or upon the meeting of the City of Pekin Police and Fire Commission after the occurrence of the vacancy.

ARTICLE 21

UNION LEAVE

Up to a total of six (6) shift days per two-year period shall be granted for a leave of absence, without pay, compensatory time, or any other accumulated leave is used therefore, for use at attendance at the Associated Fire Fighters of Illinois Union Conference and International Fire Fighters Conference or other safety and training conferences approved by the Chief. The Union may designate which of its employees are to use the days. The leave of absence shall not exceed two (2) shift days for each Union member.

The Union shall notify the Employer as soon as it knows the schedule of any conferences in which members desire to attend. Each member who desires to attend shall notify the Chief. The Chief shall grant a leave of absence in accordance with this Article unless manpower requirements cannot be met. In the event the leave of absence is not granted because of manpower requirements, the Chief shall allow the member(s) one free trade in order that the member may attend the conference and that the member obtain another firefighter to perform his duties. The trade shall not count against any limit on trades that exist.

ARTICLE 22

LEAVE TIME

Section 22.1 - Bereavement Time

The City agrees to provide each scheduled Employee, actively reporting for work, with two (2) duty shifts off duty when a death occurs in the Employee's immediate family, which shall include a child (including adoptive or step), lawful spouse, or parent (including present step parents or spouse's parents) brother or sister (including step and half). One (1) duty day off shall be allowed with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including grandparent-in-law), great grandparent, or grandchild. Where the City determines it to be appropriate, the City may agree to allow the Employee additional time off, without pay, or allow the Employee to utilize sick leave in the event of a death in the Employee's immediate family.

Employees shall be entitled to be off duty for a total of two calendar weeks of bereavement leave in the event of child's death, during which time the employee may use accumulated leave time, or in the absence of accumulated leave, time shall be unpaid other than as provided for above, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

Section 22.2 - Jury Duty

Any employee regularly scheduled and actively reporting to work for the Employer who shall be required to serve on any municipal, county or federal jury shall be given a leave of absence for such service without loss of pay. Employees shall provide the Fire Chief with notice of the requirement for jury as soon after they are notified

as possible to be entitled to pay. Any compensation (other than mileage reimbursement) for jury service shall be submitted to the City or deducted from the Employee's pay.

If the employee is released from jury duty prior to the end of an employee's work day, he shall be required to complete his work day if requested by the Chief.

Section 22.3 - Short-term Military Leave

Any firefighter covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, with or without pay (as is required by the Illinois Service Member Employment and Reemployment Rights Act (330 ILCS 61/1 et seq.)), for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for a two-week active duty training may take a leave of absence without pay or take the option of using their earned vacation time or compensation time.

Section 22.4 – Family and Medical Leave Act

Eligible employees may take up to 12 workweeks of unpaid FMLA leave in a consecutive 12-month period (rolling year) for specified and authorized family and medical leave reasons. Employees may take up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness, in accordance with FMLA and the exigent caregiver act. Any employee may, where they qualify, apply for a paid or an unpaid leave under the Family and Medical Leave Act consistent with the provisions of current regulations, including Military Leave Entitlements. Full context of FMLA procedure is available in the Employee Handbook or HR office.

Section 22.5 - Injury Leave On Duty

Employees injured while in performance of duty, or entering military service, may apply for a leave of absence pursuant to Section 10.2.1-23 of the Fire and Police Commission Act (65 ILCS 5/10-2.1-23) and shall retain their seniority rights during such leave and the right to reinstatement consistent with Section 10-2.1-24, provided such employee(s) comply with any provisions of law required to maintain those rights. Any employee injured on duty shall be compensated in accordance with the Public Employee Disability Act, 5 ILCS 345/1 (ch. 70, ss9).

Light Duty Personnel shall be determined by medical restrictions of the treating physician and may encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.

Once approved for light duty by the treating physician, the member shall report for light duty on his regularly scheduled duty days according to the shift he is on. The member shall work only scheduled days between Monday and Friday, excluding holidays during regular business hours 0700-1700.

Should the employee choose to work a 40 hour schedule, instead of his regularly scheduled days, the City and the Union shall mutually agree on work hours.

Section 22.6 - Injury Leave Off Duty

An employee injured off duty or suffering from a long term illness shall not be entitled to any benefits not provided for in this Agreement. An employee shall be entitled to be off for a period of 2160 accumulative scheduled shift hours in any two-year period, including any FMLA leave for personal illness. This will include all days the employee's shift is scheduled to be on duty, excluding Kelly days, scheduled or "owed" trade days, and all accrued paid leave time. Once all paid leave time has been used, the employee may continue to be off the job in a non-pay status. If during this non-pay status said member earns sick time, vacation days, and/or Kelly days, the two-year period does not restart. If at the expiration of said 2160 hour period the employee is still unable to return to work, they lose all seniority rights and rights to employment. Their rights to reemployment would be solely as provided by state statute. In such case in the event they are re-employed, they would start as a probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

Section 22.7 - Off Duty Injury/Illness Temporary Light Duty

Light Duty Personnel shall be determined by medical restrictions of the treating physician and shall encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.

Light Duty shall be a forty (40) hour week. Scheduling of work hours shall be mutually agreed upon by the Chief or his designee and said employee on light duty.

Light Duty shall be limited to thirty (30) calendar days, per injury and/or illness. An extension may be allowed if the Chief and the firefighter on Light Duty mutually agree. An employee shall be required to use ten (10) sick days prior to being eligible for the Off Duty Injury/Illness Temporary Light Duty Program per occurrence of the injury/illness.

Light Duty may be performed by any individual injured off duty or as a result of a long-term illness. Light Duty shall be on a voluntary basis only. Fitness for Light Duty shall be determined by the Doctor whose care the employee is under. Light Duty shall be granted only if jobs are available within the Physicians limitations.

The rights extended to an employee injured off duty shall not extend to those employees who are injured during the commission of any felony.

ARTICLE 23

WORKER'S COMPENSATION

The City of Pekin will comply with applicable Illinois state laws in providing worker's compensation benefits to employees who are injured on the job. The City retains the right to assign such employees to alternative duties where they are unable to perform the duties identified in Article 12. Nothing concerning or related to this Article shall be subject to the grievance procedure or arbitration provisions of this Agreement.

ARTICLE 24

HOLIDAYS

All bargaining unit employees shall receive 72 hours pay on the first pay date after December 1st of each year and 72 hours pay on the first pay date after April 2nd of each year added to their regular pay. Beginning December 1, 2021, bargaining unit employees shall receive 72 hours pay on the first pay date after December 1st of each year and 72 hours of pay on the first pay date after June 1 of each year added to their regular pay. New employees shall receive compensation prorated at 12 hours a month, depending on date of hire.

ARTICLE 25

UNIFORM ALLOWANCE

Each firefighter shall receive \$650.00 for 2021 and 2022, \$700.00 in 2023 and 2024, and \$750.00 in 2025 as a uniform allowance at the same time as the first paycheck in July.

No firefighter shall have a uniform that consists of 100% polyester. Each new hire shall receive 3 pairs of duty pants, 6 duty t-shirts, 1 pair duty shoes/boots, 2 long sleeve uniform shirts, 2 short-sleeve uniform shirts, 1 duty leather belt, 1 pair navy sweatpants, 2 sets of badges and nameplates, and uniform jacket. When off probation each member shall receive 1 set of collar pins, 1 set badge and nameplates, full Class A Uniform with hardware.

New hires will receive a uniform allowance on a pro-rata basis the next year based on their hire date. Personnel assigned to a 40-hour week shall receive an additional short sleeve and long sleeve uniform shirt.

Personal property damaged during the performance of Fire Department duties shall be replaced by the department at the discretion of the Fire Chief.

ARTICLE 26

VACATIONS

For all Firefighters, the following vacation schedule shall apply:

1 up to 5 years:	2 weeks, 5 days
5 up to 10 years:	3 weeks, 7 days
10 up to 15 years:	4 weeks, 10 days
15 up to 25 years:	5 weeks, 12 days
25 years and up:	13 days

The following general provisions shall apply to vacations:

1. The anniversary date of hire determines the number of years of service.
2. A firefighter may pick ahead of his anniversary date in determining the number of work days of vacation that he may take during that particular calendar year.
3. A newly hired firefighter shall receive a prorated vacation to be taken after his/her first year anniversary date and before the end of that calendar year. However, if a firefighter ceases employment then upon leaving employment he/she shall receive prorated vacation from January 1 of that year to the date the firefighter's employment ceases, plus any unused vacation time from the previous year. A month of service shall be determined by the fifteenth (15th) of the month, ie. If a firefighter works past the fifteenth (15th) of the month he/she shall receive a full month of service and if a firefighter works up until the fifteenth (15th) of the month he/she shall receive ½ month of service.
4. Firefighters shall be entitled to the prorated share of their vacation not used in the year they terminated plus any vacation they did not otherwise use during said calendar year.
5. All vacations shall be used in the year earned and shall not be carried over, unless, the vacation was canceled by the Employer. Then in such case the firefighter shall have the right to carry over his unused vacation if he was then unable to reschedule the vacation to be used in the calendar year.

The following procedures shall be used with respect to the scheduling of vacation:

1. Each employee shall have one pick of consecutive shift days per round, days can be scheduled through Kelly days, unless the employee has passed.

2. Each rotation shall be conducted by seniority with the senior employee picking first.
3. In the event a day is “closed” due to already having 2 vacation picks a member shall be able to pick through those days and still be considered consecutive days.
4. No more than two (2) vacation picks per work day, exceptions may be made due to shift transfer, illness, and training classes scheduled after December vacation picks, etc.
5. The upcoming vacation schedule shall be completed in the month of December on duty days picked at the Chief’s discretion.
6. After all regularly earned vacation is picked or passed, compensatory time-off mandated by the contract or a maximum of two (2) comp days (if the employee has ample comp time but is not required by the contract to use comp time) may be scheduled as vacation overtime (VOT). This may be added to a previously picked vacation (if the time is available), or it may be used as a separate vacation.
7. An employee may pass at any time during the selection process. If an employee passes, he forfeits his seniority position for the remainder of the vacation scheduling. Any remaining days may be selected at a later date.
8. Vacations may not be changed or canceled without the Chief’s permission.
9. The Chief shall have the right to cancel a vacation in extreme circumstances unless the cancellation of the vacation would cause financial hardship or personal hardship, and in such case no cancellation shall be allowed.

ARTICLE 27

EMS SERVICE

Should the City of Pekin Fire Department determine that it is in the best interest to upgrade the Level of EMS Service, the City of Pekin and Local 524 will agree to open this article of the contract to discuss the operations pertaining to the upgrade.

ARTICLE 28

SICK LEAVE

Section 28.1 - Definitions

“Annual Sick Leave” - January 1st of each year Firefighters shall be entitled to 120 hours (5 days) sick leave. Probationary firefighters shall receive 240 hours (10 days) sick leave at date of hire. They shall also receive 120 hour (5 days) sick leave at second year anniversary date and each additional year thereafter. ACCUMULATIVE

“Maximum Accumulative Sick Days” - The maximum amount of sick days, which may be retained by an employee shall be one hundred and five (105). However, in the event any employee has an excess of 105 sick days and then used some to the extent that he has 105 or less, he shall never be able to accumulate more than 105 sick days after such point. Any unused sick days, which an employee is unable to use because of the maximum shall be lost and the employee shall not be compensated for same.

Section 28.2 - Use of Sick Days

An employee shall use sick days in the following manner:

1. Usage of sick time shall be done in accordance with the Employee Sick Leave Act (820 ILCS 191/)
1. **The employee shall use sick time in six (6) hour increments. . If an employee must leave ill for the remainder of a shift, after the initial six (6) hour increment he shall only be charged for the actual sick time used.**
- 2.
3. **After the employee has exhausted his sick leave, he shall then be able to utilize unpaid sick days per Article 22.**

Personal Time

Each employee will be allowed to utilize 36 hours of available sick leave each year for personal reasons. Said time may be taken in 6 hour increments and combined with other time off on days of the employee’s choosing. No personal time may be taken on any holiday.

Section 28.3 - Accumulation of Sick Days

Firefighters may accumulate any unused sick days subject to the following limitations:

1. **All current sick days are in a non-pay status.**
2. **The amount accumulated each year shall be as set forth in Section 28.1.**
3. **Notwithstanding any other provisions of this Agreement, the maximum amount to be accumulated shall be as set forth in Section 28.1**

Section 28.4 – Sick Leave/Retirement Benefit

Upon retirement with immediate eligibility for retirement benefits, all accrued sick leave in accordance with Section 28.1 at the employees current rate of pay at his/her time of retirement, may be placed in a city-managed Retirement Health Savings (RHS) account to pay health insurance premiums or in-house city held account after retirement. In the event the retiree dies prior to exhausting the amount of money within that employees’ Health Insurance Retirement Fund, the remaining funds shall be used for Health Insurance Benefits by the retirees’ spouse and/or dependent

Section 28.5 – Sick Leave Donation

If an employee exhausts all his sick leave accrued, he may request for members to donate their accrued sick leave to prevent an employee losing pay for a non-work related injury/illness. Donations shall be only made in 24-hour increments. These days donated shall be made in writing by the member donating time to the Fire Chief and shall be voluntary and irrevocable. No employee may donate who has ~~10 days~~ 240 hours or fewer of sick leave available.

ARTICLE 29

WAGES

All employees covered by this agreement and employed by the City as of the execution of this agreement shall receive a \$1,000 signing bonus within 30 days of execution of this agreement.

Wages will increase as follows:

<u>Firefighter Wages</u>							
<u>2020</u>	<u>2020 w/I</u>		<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
			<u>3.00%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>
<u>\$49,590.48</u>	<u>\$50,582.29</u>	<u>Start</u>	<u>\$52,099.76</u>	<u>\$53,402.25</u>	<u>\$54,737.31</u>	<u>\$56,105.74</u>	<u>\$57,508.38</u>
<u>\$51,758.48</u>	<u>\$52,793.65</u>	<u>6mo</u>	<u>\$54,377.46</u>	<u>\$55,736.90</u>	<u>\$57,130.32</u>	<u>\$58,558.58</u>	<u>\$60,022.54</u>
<u>\$56,013.80</u>	<u>\$57,134.08</u>	<u>1yr</u>	<u>\$58,848.10</u>	<u>\$60,319.30</u>	<u>\$61,827.28</u>	<u>\$63,372.97</u>	<u>\$64,957.29</u>
<u>\$60,272.48</u>	<u>\$61,477.93</u>	<u>18mo</u>	<u>\$63,322.27</u>	<u>\$64,905.32</u>	<u>\$66,527.96</u>	<u>\$68,191.16</u>	<u>\$69,895.94</u>
<u>\$71,079.96</u>	<u>\$72,501.56</u>	<u>2yr</u>	<u>\$74,676.61</u>	<u>\$76,543.52</u>	<u>\$78,457.11</u>	<u>\$80,418.54</u>	<u>\$82,429.00</u>

<u>\$71,418.32</u>	<u>\$72,846.69</u>	<u>3yr</u>	<u>\$75,032.09</u>	<u>\$76,907.89</u>	<u>\$78,830.59</u>	<u>\$80,801.35</u>	<u>\$82,821.38</u>
<u>\$71,760.05</u>	<u>\$73,195.25</u>	<u>4yr</u>	<u>\$75,391.11</u>	<u>\$77,275.89</u>	<u>\$79,207.78</u>	<u>\$81,187.98</u>	<u>\$83,217.68</u>
<u>\$72,104.01</u>	<u>\$73,546.09</u>	<u>5yr</u>	<u>\$75,752.47</u>	<u>\$77,646.28</u>	<u>\$79,587.44</u>	<u>\$81,577.13</u>	<u>\$83,616.56</u>
<u>\$72,443.50</u>	<u>\$73,892.37</u>	<u>6yr</u>	<u>\$76,109.14</u>	<u>\$78,011.87</u>	<u>\$79,962.17</u>	<u>\$81,961.22</u>	<u>\$84,010.25</u>
<u>\$72,784.10</u>	<u>\$74,239.78</u>	<u>7yr</u>	<u>\$76,466.98</u>	<u>\$78,378.65</u>	<u>\$80,338.12</u>	<u>\$82,346.57</u>	<u>\$84,405.23</u>
<u>\$73,125.83</u>	<u>\$74,588.35</u>	<u>8yr</u>	<u>\$76,826.00</u>	<u>\$78,746.65</u>	<u>\$80,715.31</u>	<u>\$82,733.20</u>	<u>\$84,801.53</u>
<u>\$73,465.31</u>	<u>\$74,934.62</u>	<u>9yr</u>	<u>\$77,182.65</u>	<u>\$79,112.22</u>	<u>\$81,090.03</u>	<u>\$83,117.28</u>	<u>\$85,195.21</u>
<u>\$73,804.79</u>	<u>\$75,280.89</u>	<u>10yr</u>	<u>\$77,539.31</u>	<u>\$79,477.80</u>	<u>\$81,464.74</u>	<u>\$83,501.36</u>	<u>\$85,588.89</u>
<u>\$74,145.40</u>	<u>\$75,628.31</u>	<u>11yr</u>	<u>\$77,897.16</u>	<u>\$79,844.59</u>	<u>\$81,840.70</u>	<u>\$83,886.72</u>	<u>\$85,983.89</u>
<u>\$74,488.24</u>	<u>\$75,978.00</u>	<u>12yr</u>	<u>\$78,257.34</u>	<u>\$80,213.78</u>	<u>\$82,219.12</u>	<u>\$84,274.60</u>	<u>\$86,381.47</u>
<u>\$74,828.85</u>	<u>\$76,325.43</u>	<u>13yr</u>	<u>\$78,615.19</u>	<u>\$80,580.57</u>	<u>\$82,595.08</u>	<u>\$84,659.96</u>	<u>\$86,776.46</u>
<u>\$75,169.45</u>	<u>\$76,672.84</u>	<u>14yr</u>	<u>\$78,973.02</u>	<u>\$80,947.35</u>	<u>\$82,971.03</u>	<u>\$85,045.31</u>	<u>\$87,171.44</u>
<u>\$75,508.94</u>	<u>\$77,019.12</u>	<u>15yr</u>	<u>\$79,329.69</u>	<u>\$81,312.93</u>	<u>\$83,345.76</u>	<u>\$85,429.40</u>	<u>\$87,565.14</u>
<u>\$75,849.54</u>	<u>\$77,366.53</u>	<u>16yr</u>	<u>\$79,687.53</u>	<u>\$81,679.71</u>	<u>\$83,721.71</u>	<u>\$85,814.75</u>	<u>\$87,960.12</u>
<u>\$76,192.39</u>	<u>\$77,716.24</u>	<u>17yr</u>	<u>\$80,047.72</u>	<u>\$82,048.92</u>	<u>\$84,100.14</u>	<u>\$86,202.64</u>	<u>\$88,357.71</u>
<u>\$76,534.11</u>	<u>\$78,064.79</u>	<u>18yr</u>	<u>\$80,406.74</u>	<u>\$82,416.90</u>	<u>\$84,477.33</u>	<u>\$86,589.26</u>	<u>\$88,753.99</u>
<u>\$76,874.72</u>	<u>\$78,412.21</u>	<u>19yr</u>	<u>\$80,764.58</u>	<u>\$82,783.70</u>	<u>\$84,853.29</u>	<u>\$86,974.62</u>	<u>\$89,148.99</u>
<u>\$77,214.20</u>	<u>\$78,758.48</u>	<u>20yr</u>	<u>\$81,121.24</u>	<u>\$83,149.27</u>	<u>\$85,228.00</u>	<u>\$87,358.70</u>	<u>\$89,542.67</u>
<u>\$77,555.93</u>	<u>\$79,107.05</u>	<u>21yr</u>	<u>\$81,480.26</u>	<u>\$83,517.27</u>	<u>\$85,605.20</u>	<u>\$87,745.33</u>	<u>\$89,938.96</u>
<u>\$77,897.65</u>	<u>\$79,455.60</u>	<u>22yr</u>	<u>\$81,839.27</u>	<u>\$83,885.25</u>	<u>\$85,982.38</u>	<u>\$88,131.94</u>	<u>\$90,335.24</u>
<u>\$78,236.02</u>	<u>\$79,800.74</u>	<u>23yr</u>	<u>\$82,194.76</u>	<u>\$84,249.63</u>	<u>\$86,355.87</u>	<u>\$88,514.77</u>	<u>\$90,727.64</u>
<u>\$78,575.50</u>	<u>\$80,147.01</u>	<u>24yr</u>	<u>\$82,551.42</u>	<u>\$84,615.21</u>	<u>\$86,730.59</u>	<u>\$88,898.85</u>	<u>\$91,121.32</u>
<u>\$78,918.35</u>	<u>\$80,496.72</u>	<u>25yr</u>	<u>\$82,911.62</u>	<u>\$84,984.41</u>	<u>\$87,109.02</u>	<u>\$89,286.74</u>	<u>\$91,518.91</u>
<u>\$79,260.07</u>	<u>\$80,845.27</u>	<u>26yr</u>	<u>\$83,270.63</u>	<u>\$85,352.40</u>	<u>\$87,486.21</u>	<u>\$89,673.36</u>	<u>\$91,915.19</u>
<u>\$79,600.68</u>	<u>\$81,192.69</u>	<u>27yr</u>	<u>\$83,628.47</u>	<u>\$85,719.19</u>	<u>\$87,862.17</u>	<u>\$90,058.72</u>	<u>\$92,310.19</u>
<u>\$79,942.40</u>	<u>\$81,541.25</u>	<u>28yr</u>	<u>\$83,987.49</u>	<u>\$86,087.17</u>	<u>\$88,239.35</u>	<u>\$90,445.34</u>	<u>\$92,706.47</u>
<u>\$80,285.25</u>	<u>\$81,890.96</u>	<u>29yr</u>	<u>\$84,347.68</u>	<u>\$86,456.38</u>	<u>\$88,617.79</u>	<u>\$90,833.23</u>	<u>\$93,104.06</u>
<u>\$80,625.85</u>	<u>\$82,238.37</u>	<u>30yr</u>	<u>\$84,705.52</u>	<u>\$86,823.16</u>	<u>\$88,993.73</u>	<u>\$91,218.58</u>	<u>\$93,499.04</u>

Engineers Wages

<u>2020</u>	<u>2020 w/l</u>		<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
			<u>3.00%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>
		<u>Start</u>					
		<u>6mo</u>					
		<u>1yr</u>					
		<u>18mo</u>					
		<u>2yr</u>					
		<u>3yr</u>					

<u>\$75,590.73</u>	<u>\$77,102.54</u>	<u>4yr</u>	<u>\$79,415.62</u>	<u>\$81,401.01</u>	<u>\$83,436.04</u>	<u>\$85,521.94</u>	<u>\$87,659.99</u>
<u>\$75,934.69</u>	<u>\$77,453.38</u>	<u>5yr</u>	<u>\$79,776.99</u>	<u>\$81,771.41</u>	<u>\$83,815.70</u>	<u>\$85,911.09</u>	<u>\$88,058.86</u>
<u>\$76,277.54</u>	<u>\$77,803.09</u>	<u>6yr</u>	<u>\$80,137.18</u>	<u>\$82,140.61</u>	<u>\$84,194.13</u>	<u>\$86,298.98</u>	<u>\$88,456.46</u>
<u>\$76,614.78</u>	<u>\$78,147.08</u>	<u>7yr</u>	<u>\$80,491.49</u>	<u>\$82,503.78</u>	<u>\$84,566.37</u>	<u>\$86,680.53</u>	<u>\$88,847.54</u>
<u>\$76,957.63</u>	<u>\$78,496.78</u>	<u>8yr</u>	<u>\$80,851.69</u>	<u>\$82,872.98</u>	<u>\$84,944.80</u>	<u>\$87,068.42</u>	<u>\$89,245.13</u>
<u>\$77,298.23</u>	<u>\$78,844.19</u>	<u>9yr</u>	<u>\$81,209.52</u>	<u>\$83,239.76</u>	<u>\$85,320.75</u>	<u>\$87,453.77</u>	<u>\$89,640.12</u>
<u>\$77,638.84</u>	<u>\$79,191.62</u>	<u>10yr</u>	<u>\$81,567.37</u>	<u>\$83,606.55</u>	<u>\$85,696.71</u>	<u>\$87,839.13</u>	<u>\$90,035.11</u>
<u>\$77,979.44</u>	<u>\$79,539.03</u>	<u>11yr</u>	<u>\$81,925.20</u>	<u>\$83,973.33</u>	<u>\$86,072.66</u>	<u>\$88,224.48</u>	<u>\$90,430.09</u>
<u>\$78,320.05</u>	<u>\$79,886.45</u>	<u>12yr</u>	<u>\$82,283.04</u>	<u>\$84,340.12</u>	<u>\$86,448.62</u>	<u>\$88,609.84</u>	<u>\$90,825.09</u>
<u>\$78,662.89</u>	<u>\$80,236.15</u>	<u>13yr</u>	<u>\$82,643.23</u>	<u>\$84,709.31</u>	<u>\$86,827.05</u>	<u>\$88,997.72</u>	<u>\$91,222.67</u>
<u>\$79,002.38</u>	<u>\$80,582.43</u>	<u>14yr</u>	<u>\$82,999.90</u>	<u>\$85,074.90</u>	<u>\$87,201.77</u>	<u>\$89,381.81</u>	<u>\$91,616.36</u>
<u>\$79,344.10</u>	<u>\$80,930.98</u>	<u>15yr</u>	<u>\$83,358.91</u>	<u>\$85,442.88</u>	<u>\$87,578.96</u>	<u>\$89,768.43</u>	<u>\$92,012.64</u>
<u>\$79,684.71</u>	<u>\$81,278.40</u>	<u>16yr</u>	<u>\$83,716.76</u>	<u>\$85,809.68</u>	<u>\$87,954.92</u>	<u>\$90,153.79</u>	<u>\$92,407.63</u>
<u>\$80,024.19</u>	<u>\$81,624.67</u>	<u>17yr</u>	<u>\$84,073.41</u>	<u>\$86,175.25</u>	<u>\$88,329.63</u>	<u>\$90,537.87</u>	<u>\$92,801.32</u>
<u>\$80,369.28</u>	<u>\$81,976.67</u>	<u>18yr</u>	<u>\$84,435.97</u>	<u>\$86,546.86</u>	<u>\$88,710.54</u>	<u>\$90,928.30</u>	<u>\$93,201.51</u>
<u>\$80,708.76</u>	<u>\$82,322.94</u>	<u>19yr</u>	<u>\$84,792.62</u>	<u>\$86,912.44</u>	<u>\$89,085.25</u>	<u>\$91,312.38</u>	<u>\$93,595.19</u>
<u>\$81,048.25</u>	<u>\$82,669.22</u>	<u>20yr</u>	<u>\$85,149.29</u>	<u>\$87,278.02</u>	<u>\$89,459.97</u>	<u>\$91,696.47</u>	<u>\$93,988.89</u>
<u>\$81,391.09</u>	<u>\$83,018.91</u>	<u>21yr</u>	<u>\$85,509.48</u>	<u>\$87,647.22</u>	<u>\$89,838.40</u>	<u>\$92,084.36</u>	<u>\$94,386.47</u>
<u>\$81,730.58</u>	<u>\$83,365.19</u>	<u>22yr</u>	<u>\$85,866.15</u>	<u>\$88,012.80</u>	<u>\$90,213.12</u>	<u>\$92,468.45</u>	<u>\$94,780.16</u>
<u>\$82,070.06</u>	<u>\$83,711.46</u>	<u>23yr</u>	<u>\$86,222.81</u>	<u>\$88,378.38</u>	<u>\$90,587.83</u>	<u>\$92,852.53</u>	<u>\$95,173.84</u>
<u>\$82,409.55</u>	<u>\$84,057.74</u>	<u>24yr</u>	<u>\$86,579.47</u>	<u>\$88,743.96</u>	<u>\$90,962.56</u>	<u>\$93,236.62</u>	<u>\$95,567.54</u>
<u>\$82,753.51</u>	<u>\$84,408.58</u>	<u>25yr</u>	<u>\$86,940.84</u>	<u>\$89,114.36</u>	<u>\$91,342.22</u>	<u>\$93,625.77</u>	<u>\$95,966.42</u>
<u>\$83,084.03</u>	<u>\$84,745.71</u>	<u>26yr</u>	<u>\$87,288.08</u>	<u>\$89,470.28</u>	<u>\$91,707.04</u>	<u>\$93,999.72</u>	<u>\$96,349.71</u>
<u>\$83,413.43</u>	<u>\$85,081.70</u>	<u>27yr</u>	<u>\$87,634.15</u>	<u>\$89,825.00</u>	<u>\$92,070.63</u>	<u>\$94,372.39</u>	<u>\$96,731.70</u>
<u>\$83,743.96</u>	<u>\$85,418.84</u>	<u>28yr</u>	<u>\$87,981.40</u>	<u>\$90,180.94</u>	<u>\$92,435.46</u>	<u>\$94,746.35</u>	<u>\$97,115.01</u>
<u>\$84,074.48</u>	<u>\$85,755.97</u>	<u>29yr</u>	<u>\$88,328.65</u>	<u>\$90,536.86</u>	<u>\$92,800.29</u>	<u>\$95,120.29</u>	<u>\$97,498.30</u>
<u>\$84,403.88</u>	<u>\$86,091.96</u>	<u>30yr</u>	<u>\$88,674.72</u>	<u>\$90,891.58</u>	<u>\$93,163.87</u>	<u>\$95,492.97</u>	<u>\$97,880.29</u>

Captains Wages

<u>2020</u>	<u>2020 w/l</u>	<u>2021</u> <u>3.00%</u>	<u>2022</u> <u>2.50%</u>	<u>2023</u> <u>2.50%</u>	<u>2024</u> <u>2.50%</u>	<u>2025</u> <u>2.50%</u>
<u>Start</u>						
<u>6mo</u>						
<u>1yr</u>						
<u>18mo</u>						
<u>2yr</u>						

		3yr					
		4yr					
<u>\$81,709.29</u>	<u>\$83,343.48</u>	<u>5yr</u>	<u>\$85,843.78</u>	<u>\$87,989.87</u>	<u>\$90,189.62</u>	<u>\$92,444.36</u>	<u>\$94,755.47</u>
<u>\$82,049.89</u>	<u>\$83,690.89</u>	<u>6yr</u>	<u>\$86,201.61</u>	<u>\$88,356.65</u>	<u>\$90,565.57</u>	<u>\$92,829.71</u>	<u>\$95,150.45</u>
<u>\$82,390.50</u>	<u>\$84,038.31</u>	<u>7yr</u>	<u>\$86,559.46</u>	<u>\$88,723.45</u>	<u>\$90,941.53</u>	<u>\$93,215.07</u>	<u>\$95,545.45</u>
<u>\$82,732.22</u>	<u>\$84,386.86</u>	<u>8yr</u>	<u>\$86,918.47</u>	<u>\$89,091.43</u>	<u>\$91,318.72</u>	<u>\$93,601.69</u>	<u>\$95,941.73</u>
<u>\$83,071.71</u>	<u>\$84,733.14</u>	<u>9yr</u>	<u>\$87,275.14</u>	<u>\$89,457.02</u>	<u>\$91,693.44</u>	<u>\$93,985.78</u>	<u>\$96,335.42</u>
<u>\$83,408.95</u>	<u>\$85,077.13</u>	<u>10yr</u>	<u>\$87,629.44</u>	<u>\$89,820.18</u>	<u>\$92,065.68</u>	<u>\$94,367.33</u>	<u>\$96,726.51</u>
<u>\$83,755.16</u>	<u>\$85,430.26</u>	<u>11yr</u>	<u>\$87,993.17</u>	<u>\$90,193.00</u>	<u>\$92,447.83</u>	<u>\$94,759.02</u>	<u>\$97,128.00</u>
<u>\$84,095.76</u>	<u>\$85,777.68</u>	<u>12yr</u>	<u>\$88,351.01</u>	<u>\$90,559.78</u>	<u>\$92,823.78</u>	<u>\$95,144.37</u>	<u>\$97,522.98</u>
<u>\$84,431.89</u>	<u>\$86,120.53</u>	<u>13yr</u>	<u>\$88,704.14</u>	<u>\$90,921.75</u>	<u>\$93,194.79</u>	<u>\$95,524.66</u>	<u>\$97,912.78</u>
<u>\$84,774.73</u>	<u>\$86,470.22</u>	<u>14yr</u>	<u>\$89,064.33</u>	<u>\$91,290.94</u>	<u>\$93,573.21</u>	<u>\$95,912.54</u>	<u>\$98,310.36</u>
<u>\$85,117.58</u>	<u>\$86,819.93</u>	<u>15yr</u>	<u>\$89,424.53</u>	<u>\$91,660.14</u>	<u>\$93,951.65</u>	<u>\$96,300.44</u>	<u>\$98,707.95</u>
<u>\$85,457.06</u>	<u>\$87,166.20</u>	<u>16yr</u>	<u>\$89,781.19</u>	<u>\$92,025.72</u>	<u>\$94,326.36</u>	<u>\$96,684.52</u>	<u>\$99,101.63</u>
<u>\$85,796.55</u>	<u>\$87,512.48</u>	<u>17yr</u>	<u>\$90,137.86</u>	<u>\$92,391.30</u>	<u>\$94,701.08</u>	<u>\$97,068.61</u>	<u>\$99,495.33</u>
<u>\$86,141.63</u>	<u>\$87,864.46</u>	<u>18yr</u>	<u>\$90,500.40</u>	<u>\$92,762.91</u>	<u>\$95,081.98</u>	<u>\$97,459.03</u>	<u>\$99,895.50</u>
<u>\$86,482.24</u>	<u>\$88,211.88</u>	<u>19yr</u>	<u>\$90,858.24</u>	<u>\$93,129.70</u>	<u>\$95,457.94</u>	<u>\$97,844.39</u>	<u>\$100,290.50</u>
<u>\$86,822.84</u>	<u>\$88,559.30</u>	<u>20yr</u>	<u>\$91,216.08</u>	<u>\$93,496.48</u>	<u>\$95,833.89</u>	<u>\$98,229.74</u>	<u>\$100,685.48</u>
<u>\$87,162.33</u>	<u>\$88,905.58</u>	<u>21yr</u>	<u>\$91,572.74</u>	<u>\$93,862.06</u>	<u>\$96,208.61</u>	<u>\$98,613.83</u>	<u>\$101,079.18</u>
<u>\$87,502.93</u>	<u>\$89,252.99</u>	<u>22yr</u>	<u>\$91,930.58</u>	<u>\$94,228.84</u>	<u>\$96,584.56</u>	<u>\$98,999.18</u>	<u>\$101,474.16</u>
<u>\$87,842.42</u>	<u>\$89,599.27</u>	<u>23yr</u>	<u>\$92,287.25</u>	<u>\$94,594.43</u>	<u>\$96,959.29</u>	<u>\$99,383.27</u>	<u>\$101,867.85</u>
<u>\$88,186.38</u>	<u>\$89,950.11</u>	<u>24yr</u>	<u>\$92,648.61</u>	<u>\$94,964.83</u>	<u>\$97,338.95</u>	<u>\$99,772.42</u>	<u>\$102,266.73</u>
<u>\$88,528.11</u>	<u>\$90,298.67</u>	<u>25yr</u>	<u>\$93,007.63</u>	<u>\$95,332.82</u>	<u>\$97,716.14</u>	<u>\$100,159.05</u>	<u>\$102,663.02</u>
<u>\$88,868.71</u>	<u>\$90,646.08</u>	<u>26yr</u>	<u>\$93,365.47</u>	<u>\$95,699.60</u>	<u>\$98,092.09</u>	<u>\$100,544.40</u>	<u>\$103,058.01</u>
<u>\$89,210.44</u>	<u>\$90,994.65</u>	<u>27yr</u>	<u>\$93,724.49</u>	<u>\$96,067.60</u>	<u>\$98,469.29</u>	<u>\$100,931.02</u>	<u>\$103,454.30</u>
<u>\$89,555.52</u>	<u>\$91,346.63</u>	<u>28yr</u>	<u>\$94,087.03</u>	<u>\$96,439.21</u>	<u>\$98,850.19</u>	<u>\$101,321.44</u>	<u>\$103,854.48</u>
<u>\$89,896.13</u>	<u>\$91,694.05</u>	<u>29yr</u>	<u>\$94,444.87</u>	<u>\$96,806.00</u>	<u>\$99,226.15</u>	<u>\$101,706.80</u>	<u>\$104,249.47</u>
<u>\$90,236.73</u>	<u>\$92,041.46</u>	<u>30yr</u>	<u>\$94,802.71</u>	<u>\$97,172.78</u>	<u>\$99,602.10</u>	<u>\$102,092.15</u>	<u>\$104,644.45</u>

ARTICLE 30

NEW EMPLOYEES

Section 30.1 - Probationary Status

All probationary employees shall be subject to the rules of the Board of Fire and Police Commissioners. All firefighters hired after September 1, 2000 shall obtain prior to the completion of their probationary year a minimum certification of EMT-I or Advanced EMT and any Firefighter hired after October 1, 2020 shall obtain EMT-P/Paramedic prior to completion of his probationary status. Probationary status may be extended during the period the employee endeavors to obtain EMT-P/Paramedic license, and such extension shall be given to the employee in writing prior to the end of his first year of employment. If a member does not complete his EMT-P/Paramedic prior to reaching base pay, said employee will have his wages frozen at the 18 month step until he

obtains his EMT-P/Paramedic. Any firefighter required by this section to obtain EMT-I or Advanced EMT certification by the end of the first year of employment, shall thereafter, as an absolute condition of employment, maintain said certification.

Any firefighter required by this section to obtain EMT-I or Advanced EMT certification by the end of the first year of employment, shall thereafter, as an absolute condition of employment, maintain said certification.

Section 30.2 - EMT-P Education Time

As a condition of employment, new hires must obtain their EMT-P prior to attaining base pay. Accordingly, the EMT-P class when scheduled on duty shall have time covered, and off duty classroom time shall be covered by overtime. When clinicals and internship time are scheduled, the member shall be able to schedule all time on their scheduled shift day unless specifically approved by management in advance on a case-by-case basis. As all time is able to be covered while on shift no time shall be covered off duty.

Section 30.3 - Training School

All new Employees shall be sent to a state certified training academy within the first year of employment, or as soon thereafter as possible, unless the new member has graduated from a state approved academy. The City shall assume the cost of such training, to include overnight lodging, transportation or mileage reimbursement, and a reasonable meal allowance.

ARTICLE 31 **SCHOOL PROVISION**

Section 31.1 - Tuition Reimbursement

The City shall pay for school books, tuition, and necessary class materials paid for a Fire Science Technology course at the accredited university, junior college, or other similar institution of higher learning for an actively employed and regularly scheduled firefighter successfully completing a semester with a "C" average. The provisions hereof shall not be applicable to any employee eligible for disability pension or who is receiving weekly benefits under the Illinois Workmen's Compensation Act or is then using sick days and has used sick days for a consecutive period of 60 consecutive shift days. This does not prevent a firefighter from completing a currently enrolled semester. Any pursuit of degree for education beyond associates degree and reimbursement shall be in accordance with City of Pekin policy handbook.

The benefits provided under this section are not taxable up-to the IRS limit in place at the time, currently \$5,250, above which such reimbursement is a taxable benefit. The parties acknowledge this amount may change from time-to-time.

Section 31.2 - Educational Bonus

Where the employee has successfully completed 30 semester hours in Fire Science Technology courses at an institution as described in Section 31.1 be eligible for an increase of 2% to his annual salary. Where the employee

has successfully completed the courses for and received a degree in Fire Science Technology at an institution as described in Section 31.1, the employee shall be eligible for an increase of 5% to his annual salary. Such educational bonus shall not be available to new employees until the employee has successfully progressed to the base salary pursuant to Section 30.2.

ARTICLE 32

INSURANCE

Section 32.1 - Health Care Coverage

During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents health care benefits substantially similar to the health care benefits provided by the City of Pekin Employee Health Benefit Plan as proposed in the negotiation of this Agreement. The City reserves the right to continue to self-insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for the coverage provided herein. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 32.2 - Health Care Cost

During the term of this agreement, the City of Pekin shall make available health care benefits to regular, full time employees and their eligible dependents as provided in the Group Health Care Plan as attached as Appendix A.

The parties shall establish a joint Health Insurance Committee consisting of the City and the Union, and any other interested employee representatives that agree to participate. In the event committee members cannot agree to proposed changes in the existing group health plan, the City may institute changes, so long as the benefits remain substantially the same. Claims for individual benefits remain substantially the same. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this agreement.

The Union agrees to contribute to the cost of the monthly premium for such health insurance benefits, as follows:

May 1, 2021-April 30, 2024	12% of city premium
May 1, 2024 – April 30, 2025	14% of city premium

Section 32.3 – Health Insurance Committee

The health insurance committee shall be constituted and function as follows:

1. Committee set up of three (3) bargaining units and City of Pekin.
2. Committee consisting of two (2) active from each bargaining unit, and two (2) active from the unrepresented and one appointment from the City Manager.
3. Each party having signed the agreement shall have veto power over any and all proposals put forth by the committee.
4. Changes agreed to by the committee shall be binding on all parties.

Section 32.4 Compliance with Law

The employer will otherwise make available to eligible retirees medical insurance as required by law, and for those employed by the City prior to May 1, 2021, the City shall pay fifty percent (50%) of the premiums for the same. Individuals who have retired from the city, or who retire after the signing of this agreement, may elect to continue to participate in the city health insurance plan where they have such right under the Illinois Insurance or Pension Codes.

ARTICLE 33

TEMPORARY UPGRADE

Any person covered by this agreement who works for an officer above his/her regular assigned classification shall be paid one half hours (1/2) pay for twelve (12) hours worked and (1) hours pay for said time above 12 hours worked. It is further understood that trades between ranks shall not entitle personnel to upgrade pay as provided in the article. It is further understood that personnel will not be moved to eliminate an upgrade and an upgrade will not be paid if the total number of captains and drivers for that shift are on duty as per applicable ordinance and/or policy.

If a Firefighter is required to drive any apparatus in an emergency situation, that person will be entitled to upgrade as stated above.

Upgrades shall be determined by seniority in rank of the personnel working at the station where the upgrade occurs. No upgrades will occur for a newly promoted member for six (6) months following a promotion, unless necessary to prevent overtime. Upgrades outside of the bargaining unit shall be on a rotation basis.

ARTICLE 34**NOTICES**

Any notices required under this contract shall be directed as follows:

CITY

City Manager, City of Pekin
City Hall, 111 S. Capitol
Pekin, Illinois 61554

UNION

Pekin Fire Fighters Local 524
P.O. Box 93
Pekin, Illinois 61555-0093

In furtherance of the notice required referred to above, the sworn firefighters of the City of Pekin covered hereby shall constantly keep on file with the City Manager of the City of Pekin, Illinois, the name of its duly elected representative and the address to which all notices shall be given said representative.

ARTICLE 35**SAVINGS CLAUSE**

If any provision of this Agreement of any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 36**ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between parties, and concludes collective bargaining between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter expressly covered in this Agreement except that: (1) the Union shall have the right to effects bargaining as provided in the

Illinois Public Labor Relations Act (ILPRA), and the City shall have the right to temporarily implement management decisions pending final resolution of any Agreement; and (2) The Union shall have the right to decisional bargaining as provided in the ILRPA prior to the implementation of any change in any benefit, term or condition of employment not expressly covered by the terms of this Agreement that constitutes a mandatory subject of bargaining.

ARTICLE 37

MUTUAL AID

The City shall attempt to use commissioned members of the Pekin Fire Department for response to emergencies within the City of Pekin and covered fire protection districts where practical to do so, provided this shall not limit Officers in command of the emergency from utilizing mutual aid from other Fire Departments where they determine such assistance necessary or appropriate. The City shall retain the authority to enter into mutual aid agreements, as it deems appropriate.

ARTICLE 38

RESIDENCY

Fire Department employees shall become and remain residents within a twenty (20) mile radius with the starting point of the radius being 14th St. and Broadway.

All employees shall establish residency within said boundaries within 18 months of employment. The Chief may extend the time on a case-by-case basis.

ARTICLE 39

NFPA 1710

The City of Pekin and Pekin Firefighters Local 524 will continue to meet and work towards implementation of NFPA 1710.

ARTICLE 40

40 HOUR FIREFIGHTERS

Section 40.1 Coverage and Purpose

These provisions shall apply to firefighters who are assigned to work a 40 hour week as their normal assignment and shall be classified as non-suppression firefighters. Forty-hour personnel shall be not be included in the minimum

manning requirements per Article 43. Any section not specifically covered in this article shall be applied under the “regular” agreement.

Section 40.2 Overtime

Any hours worked beyond a normal shift, being eight or ten (8/10) consecutive hours per day, or 40 hours per week, shall be paid at the rate of time and one-half the hourly rate unless mutually agreed on.

Section 40.3 Sick days

Provision of Article 28 shall apply except as modified herein:

1. Annual sick leave is 80 hours per calendar year.
2. The maximum accumulative sick leave is 1840 hours.

Section 40.4 Sick leave bonus

Refer to Section 28.4 and Section 28.5 of this agreement.

Section 40.5 Personal days

Sixteen hours per each calendar year shall be allowed.

Section 40.6 Bereavement

Three days shall be allowed for any and all persons allowed under the appropriate section in the “regular” agreement.

Section 40.8 Wages

40 hour employees shall receive same wages as line personnel according to rank and seniority.

Hourly rate will be computed from above wage divided by 2080 hours.

Section 40.9 Vacations

Vacations shall be allowed as equally comparable to the “regular” agreement vacations shall be scheduled in cooperation with the Chief and/or his designee.

Section 40.10 Holidays

40-hour employees shall receive the same holiday pay as all other employees.

ARTICLE 41

TRADES

. The Union and City mutually agree to continue to follow the common practice for trades.

ARTICLE 42

PHYSICAL INCENTIVE PROGRAM

The Fire Chief shall retain the option to implement a Physical Fitness incentive program to improve the health and/or fitness of employees. Any incentive program adopted shall not require employees to participate. Prior to implementing an incentive program, the Fire Chief shall notify the officers of Local 524 of the program, and upon request, shall meet with representatives of Local 524 to discuss the program and any suggestions they have concerning it, prior to implementing the program.

ARTICLE 43

MINIMUM MANNING

The City and Local 524 hereby agree that, where the regularly scheduled firefighters for normal duty on any day, or portion thereof greater than one (1) hour, falls below twelve (12) firefighters (including Drivers and Captains), the employer shall hireback to maintain at least twelve (12) firefighters on duty during the shift day, or portion thereof greater than one hour shall be required to pay employees on hirebacks at the rate of one and one half (1.5x) times the normal hourly rate of pay. The City agrees to make a good faith effort to increase the overall staffing of the Fire Department in accordance with Article 39 of this agreement to a total strength of 56 personnel, even in the event overall staffing is increased, minimum manning will remain at 12 per shift as shown above.

ARTICLE 44

[Article left intentionally blank]

ARTICLE 45

AMBULANCE

In the event an ambulance service is started by the City of Pekin both parties agree to mutually open this article of the contract to discuss operations.

ARTICLE 46

DURATION

Section 46.1

The Employer shall continue to recognize and bargain with the Union so long as the Union represents a majority of the firefighters covered by this Agreement.

Section 46.2 - Term of Agreement

This Agreement shall be effective from May 1, 2021 and shall remain in full force and effect until April 30, 2026.

It shall continue in effect from year to year thereafter unless notice of intent to terminate or modify is given in writing by certified mail by either party no earlier than 120 days preceding expiration and no later than 60 days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

Section 46.3 - Continuing Effect

Where either party gives Notice pursuant to 46.2 above, the parties shall continue to observe the wages, hours, and other conditions of employment established herein in accordance with Section 1614(1) of the Illinois Public Labor Relations Act.

Section 46.4 - Mutual Modification

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of each party to be binding.

CITY of PEKIN

PEKIN FIREFIGHTERS LOCAL #524

By _____
Mayor Mark Luft

By _____
Tom Veatch, President

City Manager
Mark Rothert

Ron Hawkins, Vice President

Fire Chief Trent Reeise

Steve Tennant, Secretary

Attest:

Sue Mc Millan, City Clerk

Date: _____

Date: _____

APPENDIX A

Fire Department Promotion Act

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act. (Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a

written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing

different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the

beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50.

Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components.

Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the

subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually: issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office. (Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference.

A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review.

Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8-4-03.)

APPENDIX B Ascertained Merit

Course	Points
Bachelor's degree in Fire Science	10
Bachelor's degree in non-fire science	5
Associates Degree in fire science	5
Advanced Tech. Firefighter	2.5
EMS Lead Instructor	.5

*All current and previous OSFM and FEMA certificate course shall be allowed using the 0.5 points per 40 hours ratio. Any certificate course not through OSFM or FEMA shall be approved by the Fire Chief or his designee and agreed to by the local for the purpose of it being allowed for all members.

*Degrees shall not be compounded. You will receive the points for the highest level of degree completed.

*Equivalent certificate courses will only be awarded once. (ie. ATF is equivalent to FFIII)

*It is the responsibility of the individual candidate to prove the appropriate course that they are applying for as ascertained merit points. Proof of certifications must be submitted to the fire chief or their designee at least 2 weeks prior to the promotional written exam. The selection of individuals attending classes shall be strictly non-biased but be based on budgetary parameters.

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF PEKIN AND
PEKIN FIREFIGHTERS IAFF LOCAL 524
MAY 1, 2021 – APRIL 30, 2026**



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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of Pekin (hereinafter referred to as the “Employer”) and Local # 524, International Association of Firefighters (Hereinafter referred to as the Union”).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standard of wages, hours, and conditions of employment.

ARTICLE 2

RECOGNITION

The Employer hereby recognizes the Union as the sole bargaining representative of all employees of the Pekin Fire Department (herein referred to as “Officers”), except the Fire Chief, sworn personnel above the rank of Captain, and all unsworn personnel, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and conditions of employment.

Probationary employees are covered by this Agreement except for discipline and discharge. Where an employee within the bargaining unit is appointed to a position above the rank of Captain within the Fire Department, the employee will be able to return to his former rank in the event he is removed from the appointive position. The foregoing shall not limit the authority of the Board of Fire and Police Commissioners in considering charges against such employee under the Fire and Police Commission Act.

Should the City create new positions or classifications of sworn personnel within the Fire Department, the City will, on request, meet with the Union to consider whether the new positions or classifications should be included within the bargaining unit. In the event the parties cannot agree, either party may petition the Illinois State Labor Relations Board for a unit clarification or determination. If the parties agree to include the new position or classification, they shall file with the Illinois State Labor Relations Board to amend the bargaining unit, and shall thereafter negotiate concerning the salary to be paid to such position or classification, provided the City shall have the right to set the salary to be paid pending the parties’ negotiation of that issue.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 - Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity to all Union members and apply equal employment practices.

Section 3.2 - Non-Discrimination

Employer shall not discriminate against Union members, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, sexual orientation, gender identity, age, political belief or affiliation, religion, national origin or membership in the Union. Employer and Union will adhere to State and Federal standards. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

Section 3.3 - Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 3.4 -Americans With Disability Act Compliance

The City and the Union agree to comply with the Americans With Disabilities Act (ADA), including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him. An employee may request accommodation through the Human Resources Department in accordance with ADA guidelines.

Section 3.5 - Affirmative Action

As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in the Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

Section 3.6 - Harassment

Every employee shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, color, sex, sexual orientation, gender or sexual orientation, pregnancy, age,

political belief or affiliation, national origin, religion, ancestry, order of protection status, marital status, military status or unfavorable discharge from military service, or disability. Harassment may include verbal, written, visual or physical acts or conduct which is offensive in nature, intimidating, insulting, degrading, or unwelcome, occasioned by, or resulting from, prejudice, bias, or intolerance based upon the foregoing, and is unlawful and contrary to public policy, and may result in termination of the employment relationship where it occurs. Both parties agree to conform to the Sexual Harassment Policy contained within the City of Pekin Personnel Policy. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

ARTICLE 4

MUTUAL COOPERATION

Section 4.1 - Cooperation

The employer and the Union agree to cooperate with each other in matters of the administration of the Agreement.

Section 4.2 - Labor-Management Committee

There shall be established a joint Labor-Management Committee, such Committee to be composed of three (3) representatives each for both the Union and the Employer, with these representatives to be selected and designated by the Union and the Employer, respectively. This Committee shall meet quarterly, the exact date of which shall be agreed upon between the parties. This Committee shall also meet at a mutually agreed time when the following issues are first known to the respective parties:

1. Pre-discipline
2. Pre-grievance
3. New or revised rules, regulations & S.O.P.'s
4. Federal, State and local government mandates
5. OSHA & Illinois Department of Labor proposed changes
6. Pension legislation
7. Injuries which are serious
8. City ordinances and resolutions
9. Union fund Raising
10. Lobbying efforts by the I.A.F.F. and the IML
11. Sick leave "problems"
12. Workers Compensation Issues
13. Any other proposed legislation that may impact either party

- 14. Hiring process and related items
- 15. Any other issue mutually agreed to by both parties

Both parties to this agreement agree to attend at least one joint training program together for Labor-Management issues. At least one representative from both parties to the joint Labor-Management Committee shall attend.

Nothing in this article shall require the parties to bargain for the issues listed in the above numbered 1-15, but rather to discuss the issues in an open forum as to understand all sides of each issue and the possible impact on the parties involved.

ARTICLE 5

UNION PRESENTATION AT ORIENTATION

The employer shall grant the Union (a member and/or members of its Executive Board) an opportunity during the departmental orientation of new firefighters to present the benefits of Union membership as well as the Fire Fighters Health Insurance Plan.

ARTICLE 6

DUES DEDUCTIONS

Section 6.1 - Dues

Upon receipt of proper written authorization from an employee, the Employer shall deduct each Month Union dues in the amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Members choosing to withdraw from paying Union dues shall notify the City and Union Treasurer in writing between December 1st and December 15th of each year, and said deductions will only be terminated upon employee's written request. Once a member had submitted in writing their intent to withdraw from the union the City shall discontinue withdrawing dues the first paycheck in the following calendar year.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of the Article.

Section 6.2 – Dues Deduction

DUES CHECK OFF

All members of Local 524 shall be allowed to participate in the dues check off program, and the City agrees to withhold the specified amount from each participants pay upon each pay period. The local shall provide proof of participation in the form of a signed card.

ARTICLE 7**MANAGEMENT RIGHTS**

Except as modified by the provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Fire Department.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
3. To set standards for the services to be offered to the public.
4. To direct the employees of the fire Department, including the right to assign work and overtime.
5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers except as otherwise provided for by the Board of Fire and Police commissioners.
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of bona fide lack of work or funds or other proper reasons.
7. To establish work schedules.
8. To establish, modify, combine or abolish job positions and classifications.
9. To add, delete or alter methods of operation, equipment or facilities.
10. To establish, implement and maintain an effective internal control program.
11. To suspend, demote, discharge or take other disciplinary action against firefighters for just cause except as otherwise provided for by the Board of Fire and Police Commissioners or the Agreement.
12. Inherent managerial functions, prerogatives, and policy making rights as set forth in section 1604 of the IPLRA which the employer has not expressly restricted by provision of the Agreement shall remain vested exclusively with the Employer subject to the rights of the Union as set forth in the Act.

Nothing in the Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 8**NO STRIKE****Section 8.1 - No-Strike Commitment**

Neither the Union nor any firefighter, member of the Union nor employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, or picket which causes work stoppage or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or part, the full faithful and proper performance of all normal operations of City Government. Neither the Union nor any firefighter, member of the Union, nor employee covered by this Agreement, shall refuse to cross any picket line, by whomsoever established.

Section 8.2 - Resumption of Operations

In the event of action prohibited by the Section above, the Union immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of the Section.

Section 8.3 - No Lockout

In no instance shall the City lockout employees as a result of a labor dispute.

Section 8.4 – No Contracting out

This agreement will confirm the City's commitment to the Union. The City agrees that in no event shall the City contract or subcontract out for the provisions of any service currently performed by the members of the bargaining unit, including but not limited to, fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services.

ARTICLE 9

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14, formerly Ch. 48, Section 1614, as it may be amended from time to time) unless the parties otherwise agree.

ARTICLE 10

RESERVE

ARTICLE 11

SUBSTANCE ABUSE

Section 11.1 - Drug and Alcohol Testing

The parties have agreed to continue discussing final agreed language as to a Drug and Alcohol Testing, which they shall continue bargaining and agree to later in a side letter.

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted as follows:

1. The Employer may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs where the Employer has just cause to believe the individual employee is then under the influence of alcohol or controlled substances. Post-accident; Any employee involved in an on the job accident or injury under the circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury may be asked to submit to drug or alcohol testing. The Employer shall set forth in writing to the employee the basis for such just cause, including all objective facts and reasonable observations shall be delivered to the employee.
2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe that just cause for the order exists. Refusal to submit to such test may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. An employee who has been tested and has a blood alcohol level in excess of .04 and who refuses to undergo a complete substance abuse treatment program shall be subject to disciplinary action with just cause.
3. The employer agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
 - a. Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs.
 - b. Establish a chain of custody procedures for both sample collection and testing that will insure The integrity of and identity of each sample and test result.
 - c. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee.
 - d. Collect all samples in such a manner as a preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample.
 - e. Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites.
 - f. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing.
 - g. Require that the clinical laboratory report to the Employer the positive results only in the case where both the initial and confirmatory test results are positive as to the same example.

- h. Provide each officer with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the employer by the laboratory.
 - i. Insure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.
- 4. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs except as specifically provided by State or Federal Law. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test or any alleged violation of this Agreement. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding.
- 5. The employer agrees to maintain all records concerning drug or alcohol problems of its employee in the utmost confidence, releasing such information only upon the written authorization of the affected employee or upon proper court order.

Section 11.2 - Discipline/Rehabilitation

Any employee, who is determined to have a drug abuse or alcohol abuse problem may be granted leave without pay to seek assistance through an established employee assistance program. The Employer shall contribute either through insurance or direct payment up to twenty-five thousand dollars (\$25,000.00) as a maximum lifetime benefit to each employee to be used for alcohol and drug rehabilitation treatment. Once the twenty-five thousand dollar (\$25,000.00) maximum has been spent by the Employer, the Employer shall have no further financial obligation with respect to an employee's treatment for alcohol and/or drug abuse. The employee shall be able to use any compensation time, vacation time, or sick leave as the employee may have accumulated in order to participate in such a program. Successful completion of a drug abuse or alcohol abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

Any employee who has or who admits he has an alcohol abuse problem or a drug abuse problem or has tested positive for non-prescribed drugs while on duty and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

Any employee who has completed a drug or alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.

Any employee who has completed a substance abuse treatment program and has returned to work is subject to random testing by the Employer for a period of up to two (2) years following the employees return to work. Said testing shall be at the recommendation of the assigned drug and alcohol counselor.

Any employee after completing a substance abuse treatment program as provided above, who tests positive for controlled substances while on duty shall be subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commission.

ARTICLE 12

FIRE DUTIES AND RESTRICTIONS

No Officers covered by this Agreement shall be required to perform any duties except those directly associated with:

1. Firefighting, hazardous materials, fire prevention, training, routine maintenance of firefighting equipment, and other related duties as are reasonably necessary in the operation of the Fire Department.
2. Emergency first aid and rescue duties in connection with the operation of the Fire Department.
3. Demonstrations or instructions to the public or various organizations concerning public safety, demonstrations, inspections and related activities concerning public safety.
4. Other duties mutually agreed to by the parties.

Company Inspections shall generally be done Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays, weather permitting.

Training shall generally be done Monday through Saturday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays. The Union understands that there may be instances where special training situations arise and are willing to work with the Chief and/or Training Officer to agree on a proper time and place for this training. The Battalion Chief shall be responsible that his/her assigned training is completed.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1 - Definition

A grievance is defined as a dispute of difference of opinion between the Employer and the Union or employee(s) over the meaning, application or interpretation of the terms of this Agreement or the inequitable application of

the rules and regulations of the Pekin Fire Department.

Section 13.2 - Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, this informal process cannot or does not resolve the matter, grievances shall be processed according to the following procedure. All grievances must be filed within thirty (30) days of the date of the event giving rise to the grievance.

Step 1: Grievances shall be first submitted in writing to the employee's immediate supervisor, setting forth portion(s) of the Agreement involved and shall set forth the facts which form the basis of the grievance, as well as the relief requested. The Supervisor shall deliver his written response to the grievance within five (5) calendar days after the receipt of the grievance. If denied, this response shall set forth the basis for denial of the grievance, specifying those facts and portions of the Agreement upon which the denial is based.

Step 2: If the grievance is not resolved in Step 1, and the grievant desires to appeal, it shall be referred in writing to the Fire Chief within seven (7) calendar days of the receipt of the Step 1 response. This appeal shall state the basis upon which the grievant was improperly denied at the preceding step. The Fire Chief or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the Fire Chief shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 3: If the grievance is not settled in Step 2, and the grievant desires to appeal, the grievance shall be referred in writing to the City Manager within seven (7) calendar days of the receipt of the Step 2 response. The City Manager or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the City Manager shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 4: If the grievance is not settled in Step 3, and the Union desires to refer the grievance to arbitration, it shall notify the City Manager in writing within twenty-one (21) calendar days of the receipt of the Step 3 response.

Section 13.3 - Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to final and binding arbitration, as described below, within twenty-one (21) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven-day

period, the parties shall jointly request the Federal Mediation and Conciliation Service, or if both parties agree to, the Illinois Labor Relations Board, to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that the panel(s) submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel, with the alternate order of individual strikes to be determined by a coin toss. The person remaining shall be the arbitrator.

2. The arbitrator shall be notified of his/her selection by a joint letter from the parties and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
3. The arbitrator shall submit his/her final and binding decision in writing sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
4. The Arbitrator shall have no power to amend, modify, nullify, ignore, imply, add to or subtract from, the express provisions of the Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any issue(s) not submitted to him. The Arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way superseding State or Federal law.
5. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for its own representatives and witnesses.

Section 13.4 - Right to File Grievances

Nothing herein shall be construed as limiting the right of individual employees to file grievances with the Employer through the foregoing grievance procedure without the intervention of the Union as provided by law. In such instances, the Employer shall notify the Union in writing and provide it with a copy of the grievance within seventy-two (72) hours of the receipt of such an individual grievance. The Union shall be notified of and permitted to attend all meetings between the Employer and the grievant concerning such grievances. In the event that the Union believes that a settlement of such grievance(s) violates the terms of the Agreement, the Union may file a grievance concerning that settlement, commencing at the Step above which the settlement occurred (except in cases where the settlement occurred at Step 3, in which case the Union's grievance shall be filed at Step 3). This right to file and process grievances without the intervention of the Union shall be limited to Steps 1,2 and 3 of the procedure and shall not extend to Step 4. Only the Union shall be authorized to have the right to refer grievances to final and binding arbitration.

Section 13.5 - Initial Filings

Any dispute or disagreement about whether a grievance should have been appropriately filed at Step 1 or a higher step shall not be grounds for denying the grievance or otherwise impairing or limiting the jurisdiction of an

arbitrator to render an award concerning such a grievance.

Section 13.6 - Time Limits

The time limits for filing and processing grievances shall be adhered to unless the parties mutually agree in writing to extend the same at any Step. If a grievance is not filed or processed to the next Step of the procedure within the stated time limits, it may not be processed further. If the Employer does not respond at any Step within the stated time limits, the grievance, may be deemed to be denied and appealed to the next Step of the procedure.

Section 13.7 - Uniform Arbitration Act to Apply

Except where specifically modified herein, the provisions of the Illinois Uniform Arbitration Act, as set forth in the Illinois Compiled Statutes, shall govern any arbitration that may arise between the parties. An arbitrator's authority shall not be limited or otherwise impaired by the passage of a fiscal year for the Employer.

ARTICLE 14

DISCIPLINARY MATTERS

Section 14.1 - Employee Discipline

The City shall use the principles of progressive discipline as a method to improve employee behavior and/or performance. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. It shall also be recognized that when using the principles of progressive discipline, all aspects of performance are taken to consideration. Individual infractions standing alone may not warrant action beyond the first, but viewed cumulative with other warnings more extreme action may be appropriate.

Disciplinary action may be taken in the following forms:

1. Verbal warning documented for future reference
2. Written warning reprimand
3. Suspension without pay
4. Demotion
5. Dismissal

Disciplinary Action: No employee shall be discharged, suspended, demoted, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause.

Right to Representation: Employees shall have the right to Union representation at all meetings with the City or its' representatives, where the employees reasonably fear that discipline action may result. No suspension or

dismissal will occur without a prior offer to the employee to provide Union representation. Copies of written warnings will be provided to the Shift Steward and should verbal warnings be issued, the Shift Steward is to be verbally notified. All employees shall be afforded all rights under the Fire Fighters Disciplinary Act as now in effect or as may from time to time be amended.

Records Concerning Discipline: In keeping with the Parties agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged of any reference to his disciplinary history in accordance with the following:

1. **Verbal Reprimand:** Will stay in the employees file until the employee's yearly evaluation and at that time shall be reviewed by the Chief and said employee.
2. **Written Reprimand:** A written reprimand shall stay in the employees file for a period of five years and at that time it will be at the Chiefs discretion to remove the written reprimand.
3. **Disciplinary Suspension:** A suspension shall stay in the employees file as a permanent record.

Section 14.2 - Appeal of Discipline:

The firefighter may elect to appeal a decision by the Police and Fire Commission either through the Courts or Arbitration, but not both.

ARTICLE 15

LAYOFF

In the event of a layoff of an employee covered by the Agreement, the Employer agrees not to hire any personnel to perform the duties that a firefighter can perform.

In the event of layoff, firefighters covered by this Agreement will be laid off in the reverse order of their seniority. The date of seniority will be based on the seniority list as provided pursuant to Article 19 of this Agreement. Layoffs and rehiring shall be in accordance with 65 ILCS 510-2.1-18.

ARTICLE 16

EMPLOYEE SECURITY

Employees shall have the right to review their personnel records subject to the procedures and limitations set forth in 820 ILCS 40/1-et seq as now in effect or as may from time to time be amended.

Section 16.1 - Inspection

Employees shall be allowed reasonable access to inspect their entire personnel and training file, no later than seven (7) working days after a request for such access. Employees shall also be allowed to obtain copies of

anything contained in their personnel files, provided that the Employer may require the employee to reimburse the City for the actual cost of photocopying or reproduction. The Employer shall grant two inspection requests in each calendar year, one of which shall be in conjunction with the annual evaluation. All requests with respect to pending discipline matters shall be allowed. The Employer shall not be required to furnish to the employee any records as described in 820 ILCS 40/10, as now in effect or and may from time to time be amended.

ARTICLE 17

HOURS AND OVERTIME

Section 17.1 - Definitions

A. “Shift Day” - A work day consisting of twenty-four (24) consecutive hours of duty immediately followed by forty-eight (48) hours off duty. Employees working twenty-four (24) hour shifts shall commence their workday at 7:00 a.m. Employees assigned to work forty (40) hours per week shall work such hours as are mutually agreed upon between the individual member and the Fire Chief.

B. “Tour of Duty” - All scheduling will be based upon a tour of duty, which shall be a twenty-seven (27) day consecutive period. The tour of duty shall be as presently in existence insofar as the beginning day of each tour is concerned.

C. “Holdover” or “Hireback”- A person who continues to work after his shift has ended. Said work shall be scheduled off of the correct list. The 24 hour list or the less than 24 hour list. A member not working the day or shift before the overtime occurs shall not be eligible to be offered overtime off of the list for the holdover/hireback.

D. “Holdover/Hireback list”- The lists for 24 hours, and less than 24 hours shall be maintained by the Battalion Chiefs and shall work as follows:

1. The list will work on a rotational basis with each member on the list according to his shift. When a holdover/hireback occurs the members of the off-going shift shall be offered the overtime starting at the top of the list offering the overtime in order.
2. Upon initial contact if the member refuses the overtime at the request of the Battalion Chief, he shall also indicate his acceptance or refusal of the overtime should the Battalion Chief go back through the list. If the overtime occurs after shift change when the member is off duty and he did not answer the phone initially the Battalion Chief shall attempt to call the member again. If the member does not answer the phone on the second progression through the list both failures to make contact shall be considered a refusal by the member.

3. The member shall either accept or refuse the overtime. If the member accepts the overtime then his name shall be placed at the bottom of the list. A member shall be allowed one refusal per overtime period offered without being placed at the bottom of the list. If the list is exhausted the Battalion Chief shall go back through the list a second time. If a member refuses the overtime period a second time he shall be placed at the bottom of the list unless conditions specified in paragraph 4 exist.

4. A member may refuse the overtime and hold his place on the list for the following reasons. If the member is not scheduled to work the next shift day, if the member is already scheduled to work that day for himself or by trade, if the overtime puts him into a triple (3 consecutive days), for department related classes and/or tests, and for official IAFF, AFFI, or Local 524 business.

Battalion Chief In the event the overtime cannot be filled from the previous shift's list the Battalion Chief shall call through the next day's shift, then the members who are off on vacation or Kelly day, then they may page in. When all options have been exhausted including the option to split the shifts, and no one accepts the overtime the Battalion Chief may force in a member from the previous shift using the mandatory force in list, said list shall be established in inverse seniority and rotational. Employees who are off on vacation, compensatory time, sick leave, or Kelly Day, or any other scheduled time off shall not be subject to a force in. New hires shall be placed at the top of the list when hired. If an employee is unavailable to cover the force in due to obligations outside of his control and is unable to take the overtime he shall be charged sick leave for the hours he would have been forced in and moved to the bottom of the list and the next person on the list is forced.

E. "Call-in" - A person called into duty utilizing the departmental issued paging system for the minimum of (3) hours per article 17.3 A. Being paged in while off duty shall have no bearing on the members place on either overtime list as per article 17.1.

F. "Computation of Time" - all time computed under this Article shall be computed in fifteen (15) minute increments.

G. "Computation of Hourly Rate" -- Whenever an hourly rate is computed in furtherance of this Agreement, whether for overtime, sick leave, call-ins, holdovers or otherwise, the amount of such hourly rate shall be computed as follows unless otherwise specifically provided for: The regular annual base salary for the employee shall be divided by 2,736 hours. The result of this division shall have added to it the sum or sums to which the employee would be entitled for longevity and for obtaining their Fire Science 2% or 5% bonus.

H. Holdover/Hireback Procedure: When a holdover/hireback is known to occur a member shall be offered the overtime according to article 17.1 Section D.

Section 17.2 – Overtime

Firefighters shall be entitled to overtime at the rate of one and a half times their normal hourly rate of pay when the Fair Labor Standards Act requires same within a twenty-seven (27) day tour of duty solely as part of said tour of duty, pursuant to section 17.6. When a firefighter is held over or called in he shall be paid one and one half times the number of hours or fraction thereof. All overtime will be paid during the next pay period after same is earned unless a firefighter elects to accumulate same pursuant to Section 17.4.

17.3 Call-ins

An employee who is called in shall receive a minimum of three (3) hours pay at one and one-half times, and if the call-in lasts greater than three hours, then the employee shall receive one and one-half times for each hour or fraction thereof that he is on duty. Both parties mutually agree that responding for a call-in will be done as expeditiously and as safely as possible.

From time to time, the Chief or his designee may offer overtime for non-emergency meetings or training. This overtime shall be paid at time and one-half and shall be a minimum of 1 hour, and in increments of 15 minutes thereafter. This overtime shall not be mandatory and shall be an option to the employee. In the event that there is a mutually agreed to mandatory meeting, by labor and management, then the overtime shall be paid at time and one half and shall be a minimum of 1 hour and in increments of 15 minutes thereafter. Nothing in this section shall require the chief to offer overtime for training or meetings if he does not feel it is needed. Mandatory call-ins shall be paid at the same rate as emergency call-ins.

On instances where a member must go home due to illness or injury during his tour of duty the call-in procedure shall be as follows:

1. If the member must leave and can wait until his replacement can arrive, then a member shall be called in according to the correct list according to article 17.1 section D.
2. If the member must leave and cannot wait until his replacement arrives then a member shall be paged in using department issued paging system and a member will be brought in for a minimum 3 hours as per article 17.3. The initial call in may be made for a period of up to 6 hours if the total overtime period is not expected to go beyond 6 hours. After paging to cover the initial 3 to 6 hour period then another member shall be offered the overtime in accordance with article 17.1 unless said overtime occurs after 1900hrs in which case the member responding to the initial call in may be retained for the remainder of the shift.

Section 17.4 - Accumulation of Compensatory Time (Time accumulated after April 1, 1990)

Employees shall be entitled to accumulate compensatory time up to a maximum of one hundred-twenty (120) hours. Said time may be accumulated in whole hour increments as a result of overtime earned pursuant to

Section 17.2 and Section 17.3. When said overtime is earned, the employee shall notify the Fire Chief or his designee as to whether he wishes to accumulate same or be paid for same in accordance with Section 17.2(C). Such accumulated compensatory time may be utilized in six (6) hour increments when a vacation or Kelly day is available on that shift.

In the event that a member has less than twenty-four (24) hours of compensatory time scheduled and another member requests a vacation day on same day the member with scheduled compensatory time has the option to take twenty-four (24) hours that day or not utilize compensatory time. In the event a member has less than twenty-four (24) hours accumulated, said member must utilize whatever he has left in order to guarantee usage of compensatory time that day.

Each firefighter participating and successfully completing the EMT-I or Advanced EMT program shall be granted hour for hour compensatory time equal to time spent in the program certification process while they are off duty. These days (minus the days that have been previously used) shall be carried by the firefighter throughout their career until they are exhausted, but shall not be paid as compensation upon the firefighter's retirement and/or severance with the City of Pekin.

Section 17.5 - Reimbursement for Time

In the event of a call-in or holdover is a result of, or due to a regularly scheduled employee failing to report to work or having to leave work once he has entered into his shift, for any reason other than sickness, emergency or authorized use of personal time, the employee failing to report or leaving shall have deducted from his pay, until paid in full, a sum equal to that paid to the employee called in or held over for him.

Section 17.6 - Kelly Days

Effective Dec. 29, 1996, the annual average hours of work shall not exceed 52.5 hours per week. The average weekly hours shall be accomplished by scheduling every 16th duty shift as a "KELLY DAY" off duty. Scheduling of the initial "KELLY DAY" on any shift shall be done by job seniority.

Once "KELLY DAYS" have been established, they shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for the purposes of FLSA overtime.

Effective Dec. 29, 1996, the City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the 27th day of the cycle. Each employee's work cycle shall be established so the employee's "KELLY DAY" (16th shift) falls on the shift starting at 7:00 a.m. on the 27th day of his work cycle and ends at 7:00 a.m. on the first day of succeeding work cycle.

ARTICLE 18

COURT TIME

A .In the event an employee who is regularly scheduled and actively reporting to work for the City of Pekin is required to appear in Court for City business or before the Police and Fire Commission of the City in connection with his duties as an employee, he shall not lose any time or pay for the time he is required to appear except as hereafter provided.

B. Any appearance before the Fire and Police Commission of the City shall be at the employee's own expense, and he shall receive no pay for such time when as a result of any action by the Fire and Police Commission he is disciplined or any disciplinary action against him has been upheld.

C. In the event the employee is required to appear as in Paragraph A hereof, except as limited by Paragraph B above, on off-duty time, he shall be paid a minimum of four (4) hours straight time and everything over four hours shall be paid at one and one-half times.

ARTICLE 19

SENIORITY

19.1 Definition of Seniority

Seniority shall, for the purpose of this Agreement, be defined as follows:

1. **Employment Security:** The term "employment security" refers to, and is defined as, a firefighter's length of continuous service with the Employer since the firefighter's last date of hire. For the purpose of this Agreement, a firefighter's length of continuous service with the Employer includes all years of service, including any years during which the firefighter was in a non-bargaining unit position, and/or in a position represented by another bargaining unit.
2. **Time-in-Rank Seniority:** The term "time-in-rank seniority" refers to, and is defined as, a firefighter's length of continuous service with the Employer in his present position classification (rank), since his appointment or promotion to that position classification (rank). In the case of a firefighter who has been bumped or demoted to a lower-rated position classification (rank), that firefighter's time-in-rank seniority shall be considered to be his length of continuous service with the Employer in the particular position classification (rank) since his appointment or promotion to that position classification (rank), including the time the firefighter was in the position classification (rank) from which he was bumped or demoted.

Section 19.2 - Seniority List

The Employer shall maintain and keep current a roster of the firefighters covered by this Agreement, showing the current position classification (rank) and applicable employment and time-in-rank seniority dates for each

officer. This roster shall be made available for inspection by an authorized Union representative at all times during regular business hours of the Employer. The Employer shall also keep a copy of the current roster in Station Memo books.

ARTICLE 20

PROMOTIONS

Section 20.1 – General

Promotions to the ranks of Engineer and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the “Act”). A copy of this Act is attached as Appendix “A” to this agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 20.2 – Vacancies

This Article applies to promotions to vacancies in the ranks of Engineer and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded by the corporate authorities. If a vacated position is not filled due to lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 20.3 – Eligibility

All promotions shall be made from employees in the next lower rank who have at least four years of seniority in the Pekin Fire Department, and at least 1 (one) year in their current rank. In order for a firefighter to become eligible to be promoted to a Driver/Engineer, he/she must first successfully complete the testing process and successfully complete the State Certification in Fire Apparatus Engineer. In order for a Driver/Engineer to become eligible to be promoted to the rank of Captain he/she must first successfully complete the testing process, successfully complete State Certification in Fire Apparatus Engineer, and Fire Officer I or Company Fire Officer and complete his/her Associates Degree in Fire Science, starting on the testing cycle of 2014. In order for a Captain to become eligible to be promoted to the rank of Battalion Chief he/she must successfully complete the testing process, and obtain certification for Fire Officer II, Advanced Company Fire Officer, Haz/Mat Incident Command, and Incident Safety officer. To determine the seniority points the following will be calculated per the “Promotions Act” up to the date of the written exam. Each full year of service shall be calculated at 0.33 points per year with the 30th year of service calculated at 0.43 points. Partial years shall be calculated at 0.0275 points per full month of service, and partial months shall be calculated at 0.000904 points per day. The extra day in leap year shall not be figured into the equation. Seniority points shall be calculated up to 30 years of service.

Section 20.4 - Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations consisting of the following 5 (five) components weighted and specified:

For the rank of Engineer/Driver:

Written examination	35%
Engineer Practical	35%
Ascertained merit	20%
Seniority	Up to 10% based on .33% per year of service up to 30 years
Military Service Points	Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

For the rank of Captain:

Written examination	50%
Subjective Component	20%
Ascertained merit	20%
Seniority	Up to 10% based on .33% per year of service up to 30 years
Military Service Points	Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

For the rank of Battalion Chief:

Written examination	45%
Subjective component	25%
Ascertained merit	20%
Seniority	up to 10% based on .33% per year of service up to 30 years
Military Service points	up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

Section 20.5 Scoring of Components

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scored of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after

the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank and order of the preliminary promotion list based on any veteran's preference awarded. The final adjusted promotion list shall then be posted in each station, and copies provided to the Union and all candidates.

Section 20.6 - Right to Grieve

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the City of Pekin Fire Chief. Any disputes as to such matters may be resolved and remedied by filing a grievance at step 3 as provided by Article 13 of this Agreement or as otherwise provided by the firefighters promotion act.

Section 20.7 - Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, so long as he/she meets the promotional requirements. The appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list, for any reason other than eligibility requirements. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list, who meets the promotional requirements at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article 13 of this Agreement. In the event a grievance is filed, the promotional process shall stop, no promotions shall take place until the grievance is resolved.

Section 20.8 - Maintenance of the Promotional Lists

Final eligibility lists shall be effective for a period of 3 (three) years. The employer shall take all necessary steps to ensure the City of Pekin Police and Fire Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than 30 days, or upon the meeting of the City of Pekin Police and Fire Commission after the occurrence of the vacancy.

ARTICLE 21

UNION LEAVE

Up to a total of six (6) shift days per two-year period shall be granted for a leave of absence, without pay, compensatory time, or any other accumulated leave is used therefore, for use at attendance at the Associated Fire Fighters of Illinois Union Conference and International Fire Fighters Conference or other safety and training conferences approved by the Chief. The Union may designate which of its employees are to use the days. The leave of absence shall not exceed two (2) shift days for each Union member.

The Union shall notify the Employer as soon as it knows the schedule of any conferences in which members desire to attend. Each member who desires to attend shall notify the Chief. The Chief shall grant a leave of absence in accordance with this Article unless manpower requirements cannot be met. In the event the leave of absence is not granted because of manpower requirements, the Chief shall allow the member(s) one free trade in order that the member may attend the conference and that the member obtain another firefighter to perform his duties. The trade shall not count against any limit on trades that exist.

ARTICLE 22

LEAVE TIME

Section 22.1 - Bereavement Time

The City agrees to provide each scheduled Employee, actively reporting for work, with two (2) duty shifts off duty when a death occurs in the Employee's immediate family, which shall include a child (including adoptive or step), lawful spouse, or parent (including present step parents or spouse's parents) brother or sister (including step and half). One (1) duty day off shall be allowed with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including grandparent-in-law), great grandparent, or grandchild. Where the City determines it to be appropriate, the City may agree to allow the Employee additional time off, without pay, or allow the Employee to utilize sick leave in the event of a death in the Employee's immediate family.

Employees shall be entitled to be off duty for a total of two calendar weeks of bereavement leave in the event of child's death, during which ~~time~~ the employee may use accumulated leave time, or in the absence of accumulated leave, time shall be unpaid other than as provided for above, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

Section 22.2 - Jury Duty

Any employee regularly scheduled and actively reporting to work for the Employer who shall be required to serve on any municipal, county or federal jury shall be given a leave of absence for such service without loss of pay. Employees shall provide the Fire Chief with notice of the requirement for jury as soon after they are notified as possible to be entitled to pay. Any compensation (other than mileage reimbursement) for jury service shall be

submitted to the City or deducted from the Employee's pay.

If the employee is released from jury duty prior to the end of an employee's work day, he shall be required to complete his work day if requested by the Chief.

Section 22.3 - Short-term Military Leave

Any firefighter covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, with or without pay (as is required by the Illinois Service Member Employment and Reemployment Rights Act (330 ILCS 61/1 et seq.)), for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for a two-week active-duty training may take a leave of absence without pay or take the option of using their earned vacation time or compensation time.

Section 22.4 – Family and Medical Leave Act

Eligible employees may take up to 12 workweeks of unpaid FMLA leave in a consecutive 12-month period (rolling year) for specified and authorized family and medical leave reasons. Employees may take up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness, in accordance with FMLA and the exigent caregiver act. Any employee may, where they qualify, apply for a paid or an unpaid leave under the Family and Medical Leave Act consistent with the provisions of current regulations, including Military Leave Entitlements. Full context of FMLA procedure is available in the Employee Handbook or HR office.

Section 22.5 - Injury Leave On Duty

Employees injured while in performance of duty, or entering military service, may apply for a leave of absence pursuant to Section 10.2.1-23 of the Fire and Police Commission Act (65 ILCS 5/10-2.1-23) and shall retain their seniority rights during such leave and the right to reinstatement consistent with Section 10.2.1-24, provided such employee(s) comply with any provisions of law required to maintain those rights. Any employee injured on duty shall be compensated in accordance with the Public Employee Disability Act, 5 ILCS 345/1 (ch. 70, ss9).

Light Duty Personnel shall be determined by medical restrictions of the treating physician and may encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.

Once approved for light duty by the treating physician, the member shall report for light duty on his regularly scheduled duty days according to the shift he is on. The member shall work only scheduled days between Monday and Friday, excluding holidays during regular business hours 0700-1700.

Should the employee choose to work a 40 hour schedule, instead of his regularly scheduled days, the City and the Union shall mutually agree on work hours.

Section 22.6 - Injury Leave Off Duty

An employee injured off duty or suffering from a long-term illness shall not be entitled to any benefits not provided for in this Agreement. An employee shall be entitled to be off for a period of 2160 accumulative scheduled shift hours in any two-year period, including any FMLA leave for personal illness. This will include all days the employee's shift is scheduled to be on duty, excluding Kelly days, scheduled or "owed" trade days, and all accrued paid leave time. Once all paid leave time has been used, the employee may continue to be off the job in a non-pay status. If during this non-pay status said member earns sick time, vacation days, and/or Kelly days, the two-year period does not restart. If at the expiration of said 2160 hour period the employee is still unable to return to work, they lose all seniority rights and rights to employment. Their rights to reemployment would be solely as provided by state statute. In such case in the event they are re-employed, they would start as a probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

Section 22.7 - Off Duty Injury/Illness Temporary Light Duty

Light Duty Personnel shall be determined by medical restrictions of the treating physician and shall encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.

Light Duty shall be a forty (40) hour week. Scheduling of work hours shall be mutually agreed upon by the Chief or his designee and said employee on light duty.

Light Duty shall be limited to thirty (30) calendar days, per injury and/or illness. An extension may be allowed if the Chief and the firefighter on Light Duty mutually agree. An employee shall be required to use ten (10) sick days prior to being eligible for the Off Duty Injury/Illness Temporary Light Duty Program per occurrence of the injury/illness.

Light Duty may be performed by any individual injured off duty or as a result of a long-term illness. Light Duty shall be on a voluntary basis only. Fitness for Light Duty shall be determined by the Doctor whose care the employee is under. Light Duty shall be granted only if jobs are available within the Physicians limitations.

The rights extended to an employee injured off duty shall not extend to those employees who are injured during the commission of any felony.

ARTICLE 23

WORKER'S COMPENSATION

The City of Pekin will comply with applicable Illinois state laws in providing worker's compensation benefits to employees who are injured on the job. The City retains the right to assign such employees to alternative duties where they are unable to perform the duties identified in Article 12. Nothing concerning or related to this Article shall be subject to the grievance procedure or arbitration provisions of this Agreement.

ARTICLE 24

HOLIDAYS

All bargaining unit employees shall receive 72 hours pay on the first pay date after December 1st of each year and 72 hours pay on the first pay date after April 2nd of each year added to their regular pay. Beginning December 1, 2021, bargaining unit employees shall receive 72 hours pay on the first pay date after December 1st of each year and 72 hours of pay on the first pay date after June 1 of each year added to their regular pay. New employees shall receive compensation prorated at 12 hours a month, depending on date of hire.

ARTICLE 25

UNIFORM ALLOWANCE

Each firefighter shall receive \$650.00 for 2021 and 2022, \$700.00 in 2023 and 2024, and \$750.00 in 2025 as a uniform allowance at the same time as the first paycheck in July.

No firefighter shall have a uniform that consists of 100% polyester. Each new hire shall receive 3 pairs of duty pants, 6 duty t-shirts, 1 pair duty shoes/boots, 2 long sleeve uniform shirts, 2 short-sleeve uniform shirts, 1 duty leather belt, 1 pair navy sweatpants, 2 sets of badges and nameplates, and uniform jacket. When off probation each member shall receive 1 set of collar pins, 1 set badge and nameplates, full Class A Uniform with hardware. New hires will receive a uniform allowance on a pro-rata basis the next year based on their hire date. Personnel assigned to a 40-hour week shall receive an additional short sleeve and long sleeve uniform shirt.

Personal property damaged during the performance of Fire Department duties shall be replaced by the department at the discretion of the Fire Chief.

ARTICLE 26

VACATIONS

For all Firefighters, the following vacation schedule shall apply:

1 up to 5 years:	2 weeks, 5 days
5 up to 10 years:	3 weeks, 7 days
10 up to 15 years:	4 weeks, 10 days
15 up to 25 years:	5 weeks, 12 days
25 years and up:	13 days

The following general provisions shall apply to vacations:

1. The anniversary date of hire determines the number of years of service.
2. A firefighter may pick ahead of his anniversary date in determining the number of work days of vacation that he may take during that particular calendar year.
3. A newly hired firefighter shall receive a prorated vacation to be taken after his/her first year anniversary date and before the end of that calendar year. However, if a firefighter ceases employment then upon leaving employment he/she shall receive prorated vacation from January 1 of that year to the date the firefighter's employment ceases, plus any unused vacation time from the previous year. A month of service shall be determined by the fifteenth (15th) of the month, ie. If a firefighter works past the fifteenth (15th) of the month he/she shall receive a full month of service and if a firefighter works up until the fifteenth (15th) of the month he/she shall receive ½ month of service.
4. Firefighters shall be entitled to the prorated share of their vacation not used in the year they terminated plus any vacation they did not otherwise use during said calendar year.
5. All vacations shall be used in the year earned and shall not be carried over, unless, the vacation was canceled by the Employer. Then in such case the firefighter shall have the right to carry over his unused vacation if he was then unable to reschedule the vacation to be used in the calendar year.

The following procedures shall be used with respect to the scheduling of vacation:

1. Each employee shall have one pick of consecutive shift days per round, days can be scheduled through Kelly days, unless the employee has passed.
2. Each rotation shall be conducted by seniority with the senior employee picking first.
3. In the event a day is "closed" due to already having 2 vacation picks a member shall be able to pick through those days and still be considered consecutive days.
4. No more than two (2) vacation picks per work day, exceptions may be made due to shift transfer, illness, and training classes scheduled after December vacation picks, etc.
5. The upcoming vacation schedule shall be completed in the month of December on duty days picked at the Chief's discretion.

6. After all regularly earned vacation is picked or passed, compensatory time-off mandated by the contract or a maximum of two (2) comp days (if the employee has ample comp time but is not required by the contract to use comp time) may be scheduled as vacation overtime (VOT). This may be added to a previously picked vacation (if the time is available), or it may be used as a separate vacation.
7. An employee may pass at any time during the selection process. If an employee passes, he forfeits his seniority position for the remainder of the vacation scheduling. Any remaining days may be selected at a later date.
8. Vacations may not be changed or canceled without the Chief's permission.
9. The Chief shall have the right to cancel a vacation in extreme circumstances unless the cancellation of the vacation would cause financial hardship or personal hardship, and in such case no cancellation shall be allowed.

ARTICLE 27

EMS SERVICE

Should the City of Pekin Fire Department determine that it is in the best interest to upgrade the Level of EMS Service, the City of Pekin and Local 524 will agree to open this article of the contract to discuss the operations pertaining to the upgrade.

ARTICLE 28

SICK LEAVE

Section 28.1 - Definitions

“Annual Sick Leave” - January 1st of each year Firefighters shall be entitled to 120 hours (5 days) sick leave. Probationary firefighters shall receive 240 hours (10 days) sick leave at date of hire. They shall also receive 120 hour (5 days) sick leave at second year anniversary date and each additional year thereafter. ACCUMULATIVE

“Maximum Accumulative Sick Days” - The maximum amount of sick days, which may be retained by an employee shall be one hundred and five (105). However, in the event any employee has an excess of 105 sick days and then used some to the extent that he has 105 or less, he shall never be able to accumulate more than 105 sick days after such point. Any unused sick days, which an employee is unable to use because of the maximum shall be lost and the employee shall not be compensated for same.

Section 28.2 - Use of Sick Days

An employee shall use sick days in the following manner:

1. Usage of sick time shall be done in accordance with the Employee Sick Leave Act (820 ILCS 191/)

2. The employee shall use sick time in six (6) hour increments. If an employee must leave ill for the remainder of a shift, after the initial six (6) hour increment he shall only be charged for the actual sick time used.
3. After the employee has exhausted his sick leave, he shall then be able to utilize unpaid sick days per Article 22.

Personal Time

Each employee will be allowed to utilize 36 hours of available sick leave each year for personal reasons. Said time may be taken in 6 hour increments and combined with other time off on days of the employee's choosing. No personal time may be taken on any holiday.

Section 28.3 - Accumulation of Sick Days

Firefighters may accumulate any unused sick days subject to the following limitations:

1. All current sick days are in a non-pay status.
2. The amount accumulated each year shall be as set forth in Section 28.1.
3. Notwithstanding any other provisions of this Agreement, the maximum amount to be accumulated shall be as set forth in Section 28.1

Section 28.4 – Sick Leave/Retirement Benefit

Upon retirement with immediate eligibility for retirement benefits, all accrued sick leave in accordance with Section 28.1 at the employee's current rate of pay at his/her time of retirement, may be placed in a city-managed Retirement Health Savings (RHS) account to pay health insurance premiums or in-house city held account after retirement. In the event the retiree dies prior to exhausting the amount of money within that employees' Health Insurance Retirement Fund, the remaining funds shall be used for Health Insurance Benefits by the retirees' spouse and/or dependent.

Section 28.5 – Sick Leave Donation

If an employee exhausts all his sick leave accrued, he may request for members to donate their accrued sick leave to prevent an employee losing pay for a non-work related injury/illness. Donations shall be only made in 24-hour increments. These days donated shall be made in writing by the member donating time to the Fire Chief and shall be voluntary and irrevocable. No employee may donate who has ~~10 days~~ 240 hours or fewer of sick leave available.

ARTICLE 29**WAGES**

All employees covered by this agreement and employed by the City as of the execution of this agreement shall receive a \$1,000 signing bonus within 30 days of execution of this agreement.

Wages will increase as follows:

	<u>Firefighter Wages</u>				
	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
	<u>3.00%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>
<u>Start</u>	\$52,099.76	\$53,402.25	\$54,737.31	\$56,105.74	\$57,508.25
<u>6mo</u>	\$54,377.46	\$55,736.90	\$57,130.32	\$58,558.58	\$60,021.16
<u>1yr</u>	\$58,848.10	\$60,319.30	\$61,827.28	\$63,372.97	\$64,957.16
<u>18mo</u>	\$63,322.27	\$64,905.32	\$66,527.96	\$68,191.16	\$69,891.16
<u>2yr</u>	\$74,676.61	\$76,543.52	\$78,457.11	\$80,418.54	\$82,429.16
<u>3yr</u>	\$75,032.09	\$76,907.89	\$78,830.59	\$80,801.35	\$82,822.16
<u>4yr</u>	\$75,391.11	\$77,275.89	\$79,207.78	\$81,187.98	\$83,211.16
<u>5yr</u>	\$75,752.47	\$77,646.28	\$79,587.44	\$81,577.13	\$83,611.16
<u>6yr</u>	\$76,109.14	\$78,011.87	\$79,962.17	\$81,961.22	\$84,011.16
<u>7yr</u>	\$76,466.98	\$78,378.65	\$80,338.12	\$82,346.57	\$84,401.16
<u>8yr</u>	\$76,826.00	\$78,746.65	\$80,715.31	\$82,733.20	\$84,801.16
<u>9yr</u>	\$77,182.65	\$79,112.22	\$81,090.03	\$83,117.28	\$85,191.16
<u>10yr</u>	\$77,539.31	\$79,477.80	\$81,464.74	\$83,501.36	\$85,581.16
<u>11yr</u>	\$77,897.16	\$79,844.59	\$81,840.70	\$83,886.72	\$85,981.16
<u>12yr</u>	\$78,257.34	\$80,213.78	\$82,219.12	\$84,274.60	\$86,381.16
<u>13yr</u>	\$78,615.19	\$80,580.57	\$82,595.08	\$84,659.96	\$86,771.16
<u>14yr</u>	\$78,973.02	\$80,947.35	\$82,971.03	\$85,045.31	\$87,171.16
<u>15yr</u>	\$79,329.69	\$81,312.93	\$83,345.76	\$85,429.40	\$87,561.16
<u>16yr</u>	\$79,687.53	\$81,679.71	\$83,721.71	\$85,814.75	\$87,961.16
<u>17yr</u>	\$80,047.72	\$82,048.92	\$84,100.14	\$86,202.64	\$88,351.16
<u>18yr</u>	\$80,406.74	\$82,416.90	\$84,477.33	\$86,589.26	\$88,751.16
<u>19yr</u>	\$80,764.58	\$82,783.70	\$84,853.29	\$86,974.62	\$89,141.16
<u>20yr</u>	\$81,121.24	\$83,149.27	\$85,228.00	\$87,358.70	\$89,541.16
<u>21yr</u>	\$81,480.26	\$83,517.27	\$85,605.20	\$87,745.33	\$89,931.16
<u>22yr</u>	\$81,839.27	\$83,885.25	\$85,982.38	\$88,131.94	\$90,331.16
<u>23yr</u>	\$82,194.76	\$84,249.63	\$86,355.87	\$88,514.77	\$90,721.16
<u>24yr</u>	\$82,551.42	\$84,615.21	\$86,730.59	\$88,898.85	\$91,121.16
<u>25yr</u>	\$82,911.62	\$84,984.41	\$87,109.02	\$89,286.74	\$91,511.16
<u>26yr</u>	\$83,270.63	\$85,352.40	\$87,486.21	\$89,673.36	\$91,911.16
<u>27yr</u>	\$83,628.47	\$85,719.19	\$87,862.17	\$90,058.72	\$92,311.16
<u>28yr</u>	\$83,987.49	\$86,087.17	\$88,239.35	\$90,445.34	\$92,701.16
<u>29yr</u>	\$84,347.68	\$86,456.38	\$88,617.79	\$90,833.23	\$93,101.16
<u>30yr</u>	\$84,705.52	\$86,823.16	\$88,993.73	\$91,218.58	\$93,491.16

Engineers Wages

	2021	2022	2023	2024	2025
	3.00%	2.50%	2.50%	2.50%	2.50%
4yr	\$79,415.62	\$81,401.01	\$83,436.04	\$85,521.94	\$87,619.99
5yr	\$79,776.99	\$81,771.41	\$83,815.70	\$85,911.09	\$88,016.36
6yr	\$80,137.18	\$82,140.61	\$84,194.13	\$86,298.98	\$88,416.46
7yr	\$80,491.49	\$82,503.78	\$84,566.37	\$86,680.53	\$88,814.64
8yr	\$80,851.69	\$82,872.98	\$84,944.80	\$87,068.42	\$89,213.33
9yr	\$81,209.52	\$83,239.76	\$85,320.75	\$87,453.77	\$89,612.22
10yr	\$81,567.37	\$83,606.55	\$85,696.71	\$87,839.13	\$90,011.15
11yr	\$81,925.20	\$83,973.33	\$86,072.66	\$88,224.48	\$90,419.99
12yr	\$82,283.04	\$84,340.12	\$86,448.62	\$88,609.84	\$90,819.99
13yr	\$82,643.23	\$84,709.31	\$86,827.05	\$88,997.72	\$91,217.67
14yr	\$82,999.90	\$85,074.90	\$87,201.77	\$89,381.81	\$91,616.36
15yr	\$83,358.91	\$85,442.88	\$87,578.96	\$89,768.43	\$92,014.64
16yr	\$83,716.76	\$85,809.68	\$87,954.92	\$90,153.79	\$92,413.33
17yr	\$84,073.41	\$86,175.25	\$88,329.63	\$90,537.87	\$92,812.62
18yr	\$84,435.97	\$86,546.86	\$88,710.54	\$90,928.30	\$93,211.61
19yr	\$84,792.62	\$86,912.44	\$89,085.25	\$91,312.38	\$93,619.99
20yr	\$85,149.29	\$87,278.02	\$89,459.97	\$91,696.47	\$93,917.67
21yr	\$85,509.48	\$87,647.22	\$89,838.40	\$92,084.36	\$94,316.36
22yr	\$85,866.15	\$88,012.80	\$90,213.12	\$92,468.45	\$94,715.05
23yr	\$86,222.81	\$88,378.38	\$90,587.83	\$92,852.53	\$95,114.34
24yr	\$86,579.47	\$88,743.96	\$90,962.56	\$93,236.62	\$95,513.03
25yr	\$86,940.84	\$89,114.36	\$91,342.22	\$93,625.77	\$95,911.72
26yr	\$87,288.08	\$89,470.28	\$91,707.04	\$93,999.72	\$96,310.41
27yr	\$87,634.15	\$89,825.00	\$92,070.63	\$94,372.39	\$96,709.10
28yr	\$87,981.40	\$90,180.94	\$92,435.46	\$94,746.35	\$97,107.79
29yr	\$88,328.65	\$90,536.86	\$92,800.29	\$95,120.29	\$97,506.48
30yr	\$88,674.72	\$90,891.58	\$93,163.87	\$95,492.97	\$97,905.17

Captains Wages

	2021	2022	2023	2024	2025
	3.00%	2.50%	2.50%	2.50%	2.50%
5yr	\$85,843.78	\$87,989.87	\$90,189.62	\$92,444.36	\$94,755.4
6yr	\$86,201.61	\$88,356.65	\$90,565.57	\$92,829.71	\$95,150.4
7yr	\$86,559.46	\$88,723.45	\$90,941.53	\$93,215.07	\$95,545.4
8yr	\$86,918.47	\$89,091.43	\$91,318.72	\$93,601.69	\$95,941.7
9yr	\$87,275.14	\$89,457.02	\$91,693.44	\$93,985.78	\$96,335.4
10yr	\$87,629.44	\$89,820.18	\$92,065.68	\$94,367.33	\$96,726.5
11yr	\$87,993.17	\$90,193.00	\$92,447.83	\$94,759.02	\$97,128.0
12yr	\$88,351.01	\$90,559.78	\$92,823.78	\$95,144.37	\$97,522.9
13yr	\$88,704.14	\$90,921.75	\$93,194.79	\$95,524.66	\$97,912.7
14yr	\$89,064.33	\$91,290.94	\$93,573.21	\$95,912.54	\$98,310.3
15yr	\$89,424.53	\$91,660.14	\$93,951.65	\$96,300.44	\$98,707.9
16yr	\$89,781.19	\$92,025.72	\$94,326.36	\$96,684.52	\$99,101.6
17yr	\$90,137.86	\$92,391.30	\$94,701.08	\$97,068.61	\$99,495.3
18yr	\$90,500.40	\$92,762.91	\$95,081.98	\$97,459.03	\$99,895.5
19yr	\$90,858.24	\$93,129.70	\$95,457.94	\$97,844.39	\$100,290.5
20yr	\$91,216.08	\$93,496.48	\$95,833.89	\$98,229.74	\$100,685.4
21yr	\$91,572.74	\$93,862.06	\$96,208.61	\$98,613.83	\$101,079.1
22yr	\$91,930.58	\$94,228.84	\$96,584.56	\$98,999.18	\$101,474.1
23yr	\$92,287.25	\$94,594.43	\$96,959.29	\$99,383.27	\$101,867.8
24yr	\$92,648.61	\$94,964.83	\$97,338.95	\$99,772.42	\$102,266.7
25yr	\$93,007.63	\$95,332.82	\$97,716.14	\$100,159.05	\$102,663.0
26yr	\$93,365.47	\$95,699.60	\$98,092.09	\$100,544.40	\$103,058.0
27yr	\$93,724.49	\$96,067.60	\$98,469.29	\$100,931.02	\$103,454.3
28yr	\$94,087.03	\$96,439.21	\$98,850.19	\$101,321.44	\$103,854.4
29yr	\$94,444.87	\$96,806.00	\$99,226.15	\$101,706.80	\$104,249.4
30yr	\$94,802.71	\$97,172.78	\$99,602.10	\$102,092.15	\$104,644.4

ARTICLE 30

NEW EMPLOYEES

Section 30.1 - Probationary Status

All probationary employees shall be subject to the rules of the Board of Fire and Police Commissioners. All firefighters hired after September 1, 2000 shall obtain prior to the completion of their probationary year a minimum certification of EMT-I or Advanced EMT and any Firefighter hired after October 1, 2020 shall obtain EMT-P/Paramedic prior to completion of his probationary status. Probationary status may be extended during the period the employee endeavors to obtain EMT-P/Paramedic license, and such extension shall be given to the employee in writing prior to the end of his first year of employment. If a member does not complete his EMT-P/Paramedic prior to reaching base pay, said employee will have his wages frozen at the 18 month step until he obtains his EMT-P/Paramedic. Any firefighter required by this section to obtain EMT-I or Advanced EMT certification by the end of the first year of employment, shall thereafter, as an absolute condition of employment, maintain said certification.

Any firefighter required by this section to obtain EMT-I or Advanced EMT certification by the end of the first year of employment, shall thereafter, as an absolute condition of employment, maintain said certification.

Section 30.2 - EMT-P Education Time

As a condition of employment, new hires must obtain their EMT-P prior to attaining base pay. Accordingly, the EMT-P class when scheduled on duty shall have time covered, and off duty classroom time shall be covered by overtime. When clinicals and internship time are scheduled, the member shall be able to schedule all time on their scheduled shift day unless specifically approved by management in advance on a case-by-case basis. As all time is able to be covered while on shift no time shall be covered off duty.

Section 30.3 - Training School

All new Employees shall be sent to a state certified training academy within the first year of employment, or as soon thereafter as possible, unless the new member has graduated from a state approved academy. The City shall assume the cost of such training, to include overnight lodging, transportation or mileage reimbursement, and a reasonable meal allowance.

ARTICLE 31

SCHOOL PROVISION

Section 31.1 - Tuition Reimbursement

The City shall pay for school books, tuition, and necessary class materials paid for a Fire Science Technology course at the accredited university, junior college, or other similar institution of higher learning for an actively employed and regularly scheduled firefighter successfully completing a semester with a "C" average. The provisions hereof shall not be applicable to any employee eligible for disability pension or who is receiving weekly

benefits under the Illinois Workmen's Compensation Act or is then using sick days and has used sick days for a consecutive period of 60 consecutive shift days. This does not prevent a firefighter from completing a currently enrolled semester. Any pursuit of degree for education beyond associates degree and reimbursement shall be in accordance with City of Pekin policy handbook.

The benefits provided under this section are not taxable up-to the IRS limit in place at the time, currently \$5,250, above which such reimbursement is a taxable benefit. The parties acknowledge this amount may change from time-to-time.

Section 31.2 - Educational Bonus

Where the employee has successfully completed 30 semester hours in Fire Science Technology courses at an institution as described in Section 31.1 be eligible for an increase of 2% to his annual salary. Where the employee has successfully completed the courses for and received a degree in Fire Science Technology at an institution as described in Section 31.1, the employee shall be eligible for an increase of 5% to his annual salary. Such educational bonus shall not be available to new employees until the employee has successfully progressed to the base salary pursuant to Section 30.2.

ARTICLE 32

INSURANCE

Section 32.1 - Health Care Coverage

During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents health care benefits substantially similar to the health care benefits provided by the City of Pekin Employee Health Benefit Plan as proposes in the negotiation of this Agreement. The City reserves the right to continue to self-insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for the coverage provided herein. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 32.2 - Health Care Cost

During the term of this agreement, the City of Pekin shall make available health care benefits to regular, full time employees and their eligible dependents as provided in the Group Health Care Plan as attached as Appendix A.

The parties shall establish a joint Health Insurance Committee consisting of the City and the Union, and any other interested employee representatives that agree to participate. In the event committee members cannot agree to proposed changes in the existing group health plan, the City may institute changes, so long as the benefits remain substantially the same. Claims for individual benefits remain substantially the same. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect and shall not be subject to the grievance and arbitration procedure of this agreement.

The Union agrees to contribute to the cost of the monthly premium for such health insurance benefits, as follows:

May 1, 2021-April 30, 2024	12% of city premium
May 1, 2024 – April 30, 2025	14% of city premium

Section 32.3 – Health Insurance Committee

The health insurance committee shall be constituted and function as follows:

1. Committee set up of three (3) bargaining units and City of Pekin.
2. Committee consisting of two (2) active from each bargaining unit, and two (2) active from the unrepresented and one appointment from the City Manager.
3. Each party having signed the agreement shall have veto power over any and all proposals put forth by the committee.
4. Changes agreed to by the committee shall be binding on all parties.

Section 32.4 Compliance with Law

The employer will otherwise make available to eligible retirees medical insurance as required by law, and for those employed by the City prior to May 1, 2021, the City shall pay fifty percent (50%) of the premiums for the same. Individuals who have retired from the city, or who retire after the signing of this agreement, may elect to continue to participate in the city health insurance plan where they have such right under the Illinois Insurance or Pension Codes.

ARTICLE 33

TEMPORARY UPGRADE

Any person covered by this agreement who works for an officer above his/her regular assigned classification shall be paid one half hours (1/2) pay for twelve (12) hours worked and (1) hours pay for said time above 12 hours worked. It is further understood that trades between ranks shall not entitle personnel to upgrade pay as provided in the article. It is further understood that personnel will not be moved to eliminate an upgrade and an upgrade will not be paid if the total number of captains and drivers for that shift are on duty as per applicable ordinance

and/or policy.

If a Firefighter is required to drive any apparatus in an emergency situation, that person will be entitled to upgrade as stated above.

Upgrades shall be determined by seniority in rank of the personnel working at the station where the upgrade occurs. No upgrades will occur for a newly promoted member for six (6) months following a promotion, unless necessary to prevent overtime. Upgrades outside of the bargaining unit shall be on a rotation basis.

ARTICLE 34

NOTICES

Any notices required under this contract shall be directed as follows:

CITY

City Manager, City of Pekin
City Hall, 111 S. Capitol
Pekin, Illinois 61554

UNION

Pekin Fire Fighters Local 524
P.O. Box 93
Pekin, Illinois 61555-0093

In furtherance of the notice required referred to above, the sworn firefighters of the City of Pekin covered hereby shall constantly keep on file with the City Manager of the City of Pekin, Illinois, the name of its duly elected representative and the address to which all notices shall be given said representative.

ARTICLE 35

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 36

ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between parties, and concludes collective bargaining between

the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter expressly covered in this Agreement except that: (1) the Union shall have the right to effects bargaining as provided in the Illinois Public Labor Relations Act (ILPRA), and the City shall have the right to temporarily implement management decisions pending final resolution of any Agreement; and (2) The Union shall have the right to decisional bargaining as provided in the ILRPA prior to the implementation of any change in any benefit, term or condition of employment not expressly covered by the terms of this Agreement that constitutes a mandatory subject of bargaining.

ARTICLE 37

MUTUAL AID

The City shall attempt to use commissioned members of the Pekin Fire Department for response to emergencies within the City of Pekin and covered fire protection districts where practical to do so, provided this shall not limit Officers in command of the emergency from utilizing mutual aid from other Fire Departments where they determine such assistance necessary or appropriate. The City shall retain the authority to enter into mutual aid agreements, as it deems appropriate.

ARTICLE 38

RESIDENCY

Fire Department employees shall become and remain residents within a twenty (20) mile radius with the starting point of the radius being 14th St. and Broadway.

All employees shall establish residency within said boundaries within 18 months of employment. The Chief may extend the time on a case-by-case basis.

ARTICLE 39

NFPA 1710

The City of Pekin and Pekin Firefighters Local 524 will continue to meet and work towards implementation of

NEPA 1710.

ARTICLE 40

40 HOUR FIREFIGHTERS

Section 40.1 Coverage and Purpose

These provisions shall apply to firefighters who are assigned to work a 40 hour week as their normal assignment and shall be classified as non-suppression firefighters. Forty hour personnel shall be not be included in the minimum manning requirements per Article 43. Any section not specifically covered in this article shall be applied under the “regular” agreement.

Section 40.2 Overtime

Any hours worked beyond a normal shift, being eight or ten (8/10) consecutive hours per day, or 40 hours per week, shall be paid at the rate of time and one-half the hourly rate unless mutually agreed on.

Section 40.3 Sick days

Provision of Article 28 shall apply except as modified herein:

1. Annual sick leave is 80 hours per calendar year.
2. The maximum accumulative sick leave is 1840 hours.

Section 40.4 Sick leave bonus

Refer to Section 28.4 and Section 28.5 of this agreement.

Section 40.5 Personal days

Sixteen hours per each calendar year shall be allowed.

Section 40.6 Bereavement

Three days shall be allowed for any and all persons allowed under the appropriate section in the “regular” agreement.

Section 40.8 Wages

40 hour employees shall receive same wages as line personnel according to rank and seniority.

Hourly rate will be computed from above wage divided by 2080 hours.

Section 40.9 Vacations

Vacations shall be allowed as equally comparable to the “regular” agreement vacations shall be scheduled in cooperation with the Chief and/or his designee.

Section 40.10 Holidays

40-hour employees shall receive the same holiday pay as all other employees.

ARTICLE 41**TRADES**

The Union and City mutually agree to continue to follow the common practice for trades.

ARTICLE 42**PHYSICAL INCENTIVE PROGRAM**

The Fire Chief shall retain the option to implement a Physical Fitness incentive program to improve the health and/or fitness of employees. Any incentive program adopted shall not require employees to participate. Prior to implementing an incentive program, the Fire Chief shall notify the officers of Local 524 of the program, and upon request, shall meet with representatives of Local 524 to discuss the program and any suggestions they have concerning it, prior to implementing the program.

ARTICLE 43**MINIMUM MANNING**

The City and Local 524 hereby agree that, where the regularly scheduled firefighters for normal duty on any day, or portion thereof greater than one (1) hour, falls below twelve (12) firefighters (including Drivers and Captains), the employer shall hireback to maintain at least twelve (12) firefighters on duty during the shift day, or portion thereof greater than one hour shall be required to pay employees on hirebacks at the rate of one and one half (1.5x) times the normal hourly rate of pay. The City agrees to make a good faith effort to increase the overall staffing of the Fire Department in accordance with Article 39 of this agreement to a total strength of 56 personnel, even in the event overall staffing is increased, minimum manning will remain at 12 per shift as shown above.

ARTICLE 44

[Article left intentionally blank]

ARTICLE 45**AMBULANCE**

In the event an ambulance service is started by the City of Pekin both parties agree to mutually open this article of the contract to discuss operations.

ARTICLE 46**DURATION****Section 46.1**

The Employer shall continue to recognize and bargain with the Union so long as the Union represents a majority

of the firefighters covered by this Agreement.

Section 46.2 - Term of Agreement

This Agreement shall be effective from May 1, 2021 and shall remain in full force and effect until April 30, 2026. It shall continue in effect from year to year thereafter unless notice of intent to terminate or modify is given in writing by certified mail by either party no earlier than 120 days preceding expiration and no later than 60 days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

Section 46.3 - Continuing Effect

Where either party gives Notice pursuant to 46.2 above, the parties shall continue to observe the wages, hours, and other conditions of employment established herein in accordance with Section 1614(1) of the Illinois Public Labor Relations Act.

Section 46.4 - Mutual Modification

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of each party to be binding.

CITY of PEKIN

PEKIN FIREFIGHTERS LOCAL #524

By _____
Mayor Mark Luft

By _____
Tom Veatch, President

City Manager Mark Rothert

Ron Hawkins, Vice President

Fire Chief Trent Reeise

Steve Tennant, Secretary

Date: _____

Date: _____

Attest:

Sue Mc Millan, City Clerk

Date: _____

APPENDIX A

Fire Department Promotion Act

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act. (Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing

different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50.

Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may

not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components.

Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is

a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually: issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office. (Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference.

A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review.

Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8-4-03.)

APPENDIX B Ascertained Merit

Course	Points
Bachelor's degree in Fire Science	10
Bachelor's degree in non-fire science	5
Associates Degree in fire science	5
Advanced Tech. Firefighter	2.5
EMS Lead Instructor	.5

*All current and previous OSFM and FEMA certificate course shall be allowed using the 0.5 points per 40 hours ratio. Any certificate course not through OSFM or FEMA shall be approved by the Fire Chief or his designee and agreed to by the local for the purpose of it being allowed for all members.

*Degrees shall not be compounded. You will receive the points for the highest level of degree completed.

*Equivalent certificate courses will only be awarded once. (ie. ATF is equivalent to FFIII)

*It is the responsibility of the individual candidate to prove the appropriate course that they are applying for as ascertained merit points. Proof of certifications must be submitted to the fire chief or their designee at least 2 weeks prior to the promotional written exam. The selection of individuals attending classes shall be strictly non-biased but be based on budgetary parameters.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Ordinance No. 2967-20/21 Amending the City Code to Provide for Additional Police and Fire Staff

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: As part of the budget approval process, the Police Department has requested turning a sergeant position into a lieutenant position, increasing the total number from 4 to 5, and the Fire Department has requested the addition of three new firefighter positions, increasing the total number from 18 to 21. The City Code currently lists the total numbers of members of each department. The attached ordinance amends the City Code to account for the added positions. Staff recommends approval.

FINANCIAL IMPACT: N/A

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

IMPACT IF APPROVED: The Code will be amended to reflect FY22 Budgeted personnel

IMPACT IF DENIED: The Code will not be amended to reflect FY22 Budgeted personnel

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

4/23/2021

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 Code currently lists the number of officers of each rank within the Police and Fire Departments; and

WHEREAS, as part of the budget process for Fiscal Year 2021/2022, the City Council approved the addition of one new lieutenant in the Police Department and three new firefighters in the Fire Department, necessitating the updating of the Code Provisions listing the number of department members.

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 found to be true and correct and are adopted herein.

Section 2. Chapter 2, Article IV, Division 5, Section 1 of the Pekin City Code is hereby amended as follows:

Sec. 2-4-5-1. - Composition of Department.

- (a) There shall be a Police Department which shall be an executive department of the City.
- (b) There shall be within the Police Department the following classification of ranks and number of persons within the various ranks in order of their superiority which shall be as follows:
 - (1) One Chief of Police.
 - (2) Two Deputy Chiefs.
 - (3) Five Lieutenants.
 - (4) Seven Sergeants.
 - (5) Forty-two Patrol Officers.
- (c) In case of a vacancy in any office or position herein designated, neither the Chief of Police nor the City Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor.

Section 3. Chapter 2, Article IV, Division 6, Subdivision 1, Section 8 of the City Code is hereby amended as follows:

Sec. 2-4-6-1-8. - Members of Department—Number of members.

The Fire Department of the City shall consist of the following personnel:

- (1) One Fire Chief.
- (2) One Deputy Fire Chief.

(3) Three Battalion Fire Chiefs.

(4) One Captain as Fire Prevention Officer.

(5) One Captain as Logistics Officer.

(6) Twelve Fire Captains.

(7) Fifteen Engineers.

(8) Twenty-one Firefighters.

In case of a vacancy in any office or position herein designated, neither the Fire Chief nor the Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor.

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

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 Code currently lists the number of officers of each rank within the Police and Fire Departments; and

WHEREAS, as part of the budget process for Fiscal Year 2021/2022, the City Council approved the addition of one new lieutenant in the Police Department and three new firefighters in the Fire Department, necessitating the updating of the Code Provisions listing the number of department members.

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

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(a) There shall be a Police Department which shall be an executive department of the City.

(b) There shall be within the Police Department the following classification of ranks and number of persons within the various ranks in order of their superiority which shall be as follows:

(1) One Chief of Police.

(2) Two Deputy Chiefs.

(3) ~~Four~~Five Lieutenants.

(4) Seven Sergeants.

(5) ~~Forty-three Patrol Officers.~~ Forty-two

(c) In case of a vacancy in any office or position herein designated, neither the Chief of Police nor the City Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor.

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Sec. 2-4-6-1-8. - Members of Department—Number of members.

The Fire Department of the City shall consist of the following personnel:

- (1) One Fire Chief.
- (2) One Deputy Fire Chief.
- (3) Three Battalion Fire Chiefs.
- (4) One Captain as Fire Prevention Officer.
- (5) One Captain as Logistics Officer.
- (6) Twelve Fire Captains.
- (7) Fifteen Engineers/~~Drivers~~.
- (8) ~~Eighteen~~Twenty-one Firefighters.

In case of a vacancy in any office or position herein designated, neither the Fire Chief nor the Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor.

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.

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: April 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2968-20/21 Adoption of Fiscal Year 2021-2022 Budget

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION:

See attached transmittal letter.

FINANCIAL IMPACT:

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

IMPACT IF APPROVED: The City adopts its FY2021-2022 Operating and Capital Budget

IMPACT IF DENIED: The City does not adopt its FY2021-2022 Operating and Capital Budget

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

4/21/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/22/2021

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 has adopted the Budget System of authorizing expenditures in lieu of the appropriation process, as provided in 65 ILCS 5/8-2-9.1 – 9.10; and

WHEREAS, after due notice given, a public hearing was held before the City Council of the City of Pekin on April 12, 2021, for the purpose of considering the adoption of a budget ordinance; and

WHEREAS, the City Council of the City of Pekin has reviewed the proposed budget for fiscal year 2021 – 2022 and finds it to be in the best interests of the City.

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

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

Section 2. The Fiscal Year 2021 – 2022 Budget for the City of Pekin, attached hereto as **Exhibit A**, is hereby adopted and approved as presented. The Budget as adopted shall be in effect commencing May 1, 2021.

Section 3. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

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, approval and ten (10) day period of publication 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



TO: Honorable Mayor and City Council Members
 FROM: Mark Rothert, City Manager
 CC: Department and Division Managers
 DATE: April 21, 2021
 SUBJECT: Transmittal Letter for the Fiscal Year 2021-2022 Operating & Capital Improvement Budgets

Please accept the attached proposed Fiscal Year 2021-2022 Budget (FY22 Budget) that anticipates General Fund expenditures of over \$29.4 million and capital improvements of over \$37 million. This budget was put together taking into consideration the lasting impacts from the COVID-19 pandemic, state funding, new legislation, as well as other factors from the community. As proposed, the FY22 Budget is balanced and places a heavy emphasis on service delivery, organizational efficiency and capital improvements for our community.

As we progress through various meetings and financial discussions over the next several weeks, some budgetary figures may be adjusted. The following is therefore a summary of highlights or changes in the proposed budget that you may find of interest. They include:

State and Federal Impacts on the Budget

- With recent passage of the American Recovery Act, Pekin will be receiving \$10,520,000 that can be used for COVID pandemic related expenses, reimbursement for lost revenue, or any water, sewer, or broadband infrastructure. The attached budget utilizes this one-time influx of funding for one-time expenses in planned sewer capital improvements and is detailed in the Capital Improvement Budget.
- The State of Illinois's Governor has proposed that Local Government Distributive Funds (income tax revenues) be scaled back to local governments in the State. This budget takes into account that reduction.
- The passage of Illinois' "Leveling the Playing Field for Illinois Retail Act" last year will make revenues from Use Taxes decline while also increasing Municipal Sales Taxes. This budget takes into account these changes.
- Illinois House Bill 3653 was recently signed into law that will have a drastic impact on policing across the state. Body cameras, additional training, and updating of policing practices will all have a budgetary impact. This budget addresses these upcoming changes to the police profession.

City Administration & Support Services

- City Manager: Providing same level of service.
- City Clerk: Providing same level of service.
- Legal: Providing same level of service.
- Finance: Working to bring the City's audit status and financial position up to date
- Human Resources: Providing same level of service; focusing on employee assistance, recognition and engagement.
- Information Technology: Helping to modernize departments such as through the integration of Axon with the Police Department.

Community Development

- Building Inspections: Budget anticipates contracting again with SAFEbuilt, LLC.
- Planning & Zoning: Budget anticipates contracting again with City Solutions, LLC (Matt Fick).
- Community Development Block Grant: Program funding is anticipated to help fund Fire Department needs. See the Capital Improvement Budget.
- Economic Development: Budget anticipates contracting again with City Solutions, LLC (Matt Fick). Economic Development activities will continue to utilize incentives from the City's tax increment financing districts, as well as, the new business development district.
- Tourism: Budget anticipates continued support for Pekin Area Chamber, Greater Peoria Economic Development Council, Peoria Area Convention and Visitors Bureau, Marigold Festival and an allotment for other sponsored events that have yet to be determined.

Public Safety

- Police: The Police Department has several priority requests revolving around compliance with Illinois' sweeping police reform bill, HB3653, along with the department's desire to be more transparent and accountable to its citizens. Major expenditure requests include:
 - The Department is requesting to hire an additional records clerk to assist the records division with the high volume of FOIA requests along with being able to increase compliance with newer state statutes requiring the expungement of cannabis arrests for the past decade. FOIA and expungements each take a great deal of time and both have a strict timeframe on when they have to be completed.
 - The Department continues its partnership with Axon in relationship to the body camera program. Our budget request builds in additional funds to outfit the rest of command and investigations with body-worn cameras. This purchase would be to comply with mandated requirements in HB3653.
 - The Department is asking to lease five squad cars from Enterprise. This purchase is a continuance of our vehicle replacement program that is designed to help decrease the high costs associated with trying to keep aged and high mileage police vehicles safe and roadworthy.
 - The request for training was increased due to several officers utilizing the city's tuition reimbursement program for college and to fund all of the required, unfunded, training that is part of HB3653. The full scope of additional training due to this bill is still not fully realized, but the required training appears to be vast. In addition, bills continue to be introduced almost daily, that have some component of required police training.
 - The Department is requesting the approval to promote an additional Lieutenant and Sergeant. The new Lieutenant position would be tasked with handling all of policy

review/revision associated with HB3653. The almost 800 pages of the bill requires substantial review and revision of our current policies. Once the departmental policies have been updated to comply with the law, then all members of the Department have to be trained on the new changes. Once the policy review and training is completed, this Lieutenant would start the state accreditation process for the department.

- The Sergeant would be filling the new Lieutenant's vacated position in patrol. The department will remain at 54 officers at this time and will not be hiring a new employee due to the promotions. It should be noted that the addition of the fifth Lieutenant would require a city ordinance update.
- The Department is requesting funding for the Starcom Radio infrastructure project. This project provides the required infrastructure to operationalize the new countywide Motorola Starcom Radio System.
- Code Enforcement: The property cleanup/demolition line item totals \$100,000 to address the removal and clearance of dilapidated structures in the community. This is in addition to funding of \$54,955 in the CDBG budget for similar purposes.
- Fire: The Fire Department has several priority requests that address years of deferment on building maintenance, vehicles, equipment and training requirements that are needed to modernize the department. These include the following:
 - Overtime Pay is anticipated to be its highest ever (over \$700,000 in FY21) due to vacancies, on the job injuries, and the COVID pandemic. The proposed budget anticipates hiring three (3) new firefighters to greatly reduce this overtime number which will also help to lower on the job injuries and job fatigue.
 - Major facility repairs at Fire Stations 1, 2 & 3. See Capital Improvement Budget.
 - Construction of new storage building at Fire Station 1. See Capital Improvement Budget.
 - Purchase of a new Fire Engine, utilizing CDBG funding. See Capital Improvement Budget.
 - Purchase of a command vehicle. See Capital Improvement Budget.
 - New radios are needed to replace radios that are 15+ years old.

Public Works

- Public Works Administration: Currently recruiting for a new Public Works Director to provide strategic direction to the department.
- City Engineering: City Engineer will be coordinating the implementation of 2/3 of the Capital Improvement Budget projects.
- Streets/Sewer Division: To accommodate the need for additional street maintenance activity, the budget anticipates the hiring of three (3) new full-time street/sewer maintenance workers while also doing away with previously budgeted part-time workers, for a net gain of .5 FTEs.
- Solid Waste Division: To accommodate better route coverage and to look at expansion opportunities outside of the City, the budget anticipates the hiring of one (1) new full-time solid waste collector.
- Public Property Division: Manager will be coordinating the implementation of 28% of the Capital Improvement Budget projects.

- Waste Water Treatment Plant: Improvements made to the facility and facility grounds. See Capital Improvement Budget.
- Fleet Maintenance Division: Providing same level of service.

Transportation Services

- School Bus New leadership will be in place to provide strategic direction and efficiencies to the department.
- Airport Expansion projects are in the Capital Improvement Budget.

Capital Improvement Budget

The Capital Improvement Budget will utilize funding from the following sources to address various infrastructure, facility or vehicle/equipment needs of the City:

- Motor Fuel Tax Fund
- Tax Increment Financing, from the Central Business District TIF, Southern Industrial Park TIF, and Court Street TIF Districts
- Business Development District #1
- Bond funds used to support the expansion of the Airport
- Sewer Fund
- CDBG annual allocation and rollover funds
- CDBG Section 108 Loan funds
- Solid Waste operating revenues
- Any rollover surplus funds from FY21 designated by the City Council
- American Recovery Act funding allocations.

Please see the Capital Improvement Budget for a more detailed look at particular projects and funding sources.

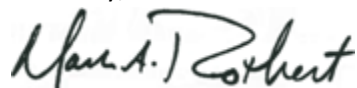
Other

- Police and Fire Pensions: The budget anticipates funding these pensions at levels higher than what is called for statutorily.

CONCLUSION

As a policy document, the budget is a vital communication tool to you and the public of the City's priorities. Should you have any questions, I am available to discuss the proposed document at any time. Please feel free to contact me for any additional information as well. I look forward to working with you on the Budget's adoption by the start of the fiscal year on May 1, 2021.

Sincerely,



Mark Rothert
City Manager