



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, MARCH 12, 2018 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
5.	Public Input
6.	Consent Agenda
6.1.	Police Department Stats - January 2018 ACTION REQUESTED: Receive and File Police Department Stats – January 2018
6.2.	Resolution No. 81-17/18 Publication as of December 31, 2017 Zoning Map of the City of Pekin ACTION REQUESTED: Adopt Resolution.
6.3.	Receive and File Bids for Washington St., Park Ave, 4th and 5th Street Sewer Lining Project ACTION REQUESTED: Receive and file the bids from four contractors that were opened for the Washington St., Park Ave, 4th and 5th Street Sewer Lining Project.
7.	Presentation
7.1.	Presentation of the City of Pekin National Pollutant Discharge Elimination System Permit for MS4 Program ACTION REQUESTED: Annual report of the City’s National Pollution Discharge Elimination System (NPDES) for Discharges from Small Municipal Separate Storm Sewer Systems (MS4)
8.	New Business
8.1.	Inducement Resolution No. 82-17/18 Authorizing Actions in Connection with the PAL Health Technologies II TIF Redevelopment Project ACTION REQUESTED: Adopt Resolution.

8.2. Award the contract for the Washington St., Park Ave, 4th and 5th Street Sewer Lining Project ACTION REQUESTED: To award the contract for the Washington St, Park Ave, 4th and 5th St. Sewer Lining Project to the low bidder of Insituform Technologies USA, LLC in the amount of \$172,040.30.
8.3. Resolution No. 84-17/18 Supplemental MFT Resolution for Section 75-00107-20-ES ACTION REQUESTED: To adopt Resolution - a supplement Motor Fuel Tax Resolution in the amount of \$228.20 for Section 75-00107-20-ES.
9. Any Other Business To Come Before The Council
10. Executive Session 5 ILCS 120/2 (c) (1.) Personnel and (21.) Minutes closed under the Act
11. New Business
11.1. Resolution No. 83-17/18 Regarding Minutes of Executive Session Meetings of the City Council of the City of Pekin, Illinois ACTION REQUESTED: Adopt Resolution.
12. Adjourn

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

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

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

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

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

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



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 28, 2018

From: John Dossey, Police Chief

AGENDA ITEM: Police Department Stats - January 2018

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: Receive and File Police Department Stats – January 2018

DESCRIPTION: Police Department Stats - January 2018

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
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	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR JANUARY 2018**

	JANUARY 2017	DECEMBER 2017	JANUARY 2018
TRAFFIC TICKETS	617	173	306
WARNING TICKETS	387	165	246
OFFENSES	402	402	359
ARRESTS	192	180	235
PARKING TICKETS	7	81	125
STOPS	883	285	508
IMPOUNDS	NA	27	33

MUNICIPAL ORDINANCE TICKETS

NUMBER OF MUNICIPAL ORDINANCE TICKETS WRITTEN 74
NUMBER OF TICKETS PAID OVER THE COUNTER 23
FINES COLLECTED OVER THE COUNTER \$5,750.00

PARKING TICKETS

PARKING TICKETS WRITTEN 125
PARKING TICKETS PAID OVER THE COUNTER 51
PARKING FINES COLLECTED \$3,060.00
MCSI PAYMENT

IMPOUNDS

IMPOUNDS 33
IMPOUNDS PAID 21
IMPOUND FINES COLLECTED \$10,500

ANIMAL CONTROL

NUMBER OF TICKETS WRITTEN 9
NUMBER OF TICKETS PAID 6
FINES COLLECTED \$625.00



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 1, 2018

From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 81-17/18 Zoning Map Publication

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: Adopt Resolution.

DESCRIPTION: Each year the Council is to direct that the Zoning Map of the City of Pekin be published pursuant to 65 ILCS 5/11-13-19 if there are changes the preceding year as of December 31, 2017. The City approved one Zoning Ordinance in 2017 located on El Camino Drive from RT, Two Family Residential to RM-3 Multiple Family. The full map is no longer required to be published in the newspaper. The City Clerk will publish the resolution in pamphlet form at City Hall and will publish the Public Notice in the newspaper that the Zoning Map with all revisions as of December 31, 2017 is available for public inspections in the Office of the City Clerk.

FINANCIAL IMPACT: Cost of publication.

NEIGHBORHOOD CONCERNS: None.

IMPACT IF APPROVED: Public is aware of zoning areas in the City.

IMPACT IF DENIED: State Statutes non-conformance.

ALTERNATIVES: None.

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

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	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
X	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date: _____

City Manager:	
Date:	

Date: _____

**Resolution No. 81-17/18 Publication as of December 31, 2017 Zoning Map of the
City of Pekin**

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN

ZONING MAP OF THE CITY OF PEKIN

DECEMBER 31, 2017 REVISION

PUBLICATION AUTHORIZED BY RESOLUTION NO. 81-17/18
ADOPTED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 12TH DAY OF MARCH 2018

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 12TH DAY OF MARCH 2018

RESOLUTION No. 81-17/18

March 12, 2018
PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the City Clerk be and she is hereby directed to publish the Zoning Map of the City of Pekin,
December 31, 2017, revision, hereunto attached as Exhibit A, in pamphlet form.



SIGNED BY _____

MAYOR.

Attachment: ZONING MAP RESOLUTION NO 83 (1342 : Resolution No. 81-17/18 Zoning Map Publication)

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 12TH DAY OF MARCH 2018 ADOPTED RESOLUTION NO. 81-17/18 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2018.

(SEAL)

SUE E. MCMILLAN
CITY CLERK

PUBLIC NOTICE

Public Notice is hereby given that on March 12, 2018 the City Council of the City of Pekin adopted Resolution No. 81-17/18 directing that the Zoning Map of the City of Pekin be published pursuant to 65 ILCS 5/11-13-19.

Said resolution has been published in Pamphlet form. The Zoning Map with all revisions as of December 31, 2017 is available for public inspection upon request in the Office of the City Clerk, 111 S. Capitol Street, Pekin, Illinois 61554.

***ATTENTION:
LEGAL NOTICE
DEPARTMENT
City of Pekin***

*111 S. Capitol Street
Pekin, Illinois 61554
(309) 477-2300
Fax: (309) 346-2095*

TRANSMISSION COVER SHEET

Date: *March 13, 2018*
To: *Pekin Daily Times*
Phone: *(309) 346-1111*
Re: *Publication of Legal Notice*
Sender: *Sue E. McMillan*

Please publish the attached PUBLIC NOTICE of the publication of the revised zoning map of the City of Pekin in the *Pekin Daily Times* one time on the next available date. Thanks.

Please call or email smcmillan@ci.pekin.il.us
Sue McMillan (309) 478-5357 to confirm date of publication and cost.

Thank you.



City of Pekin Zoning

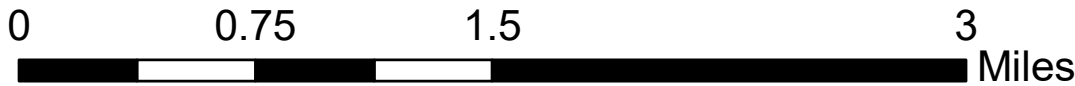
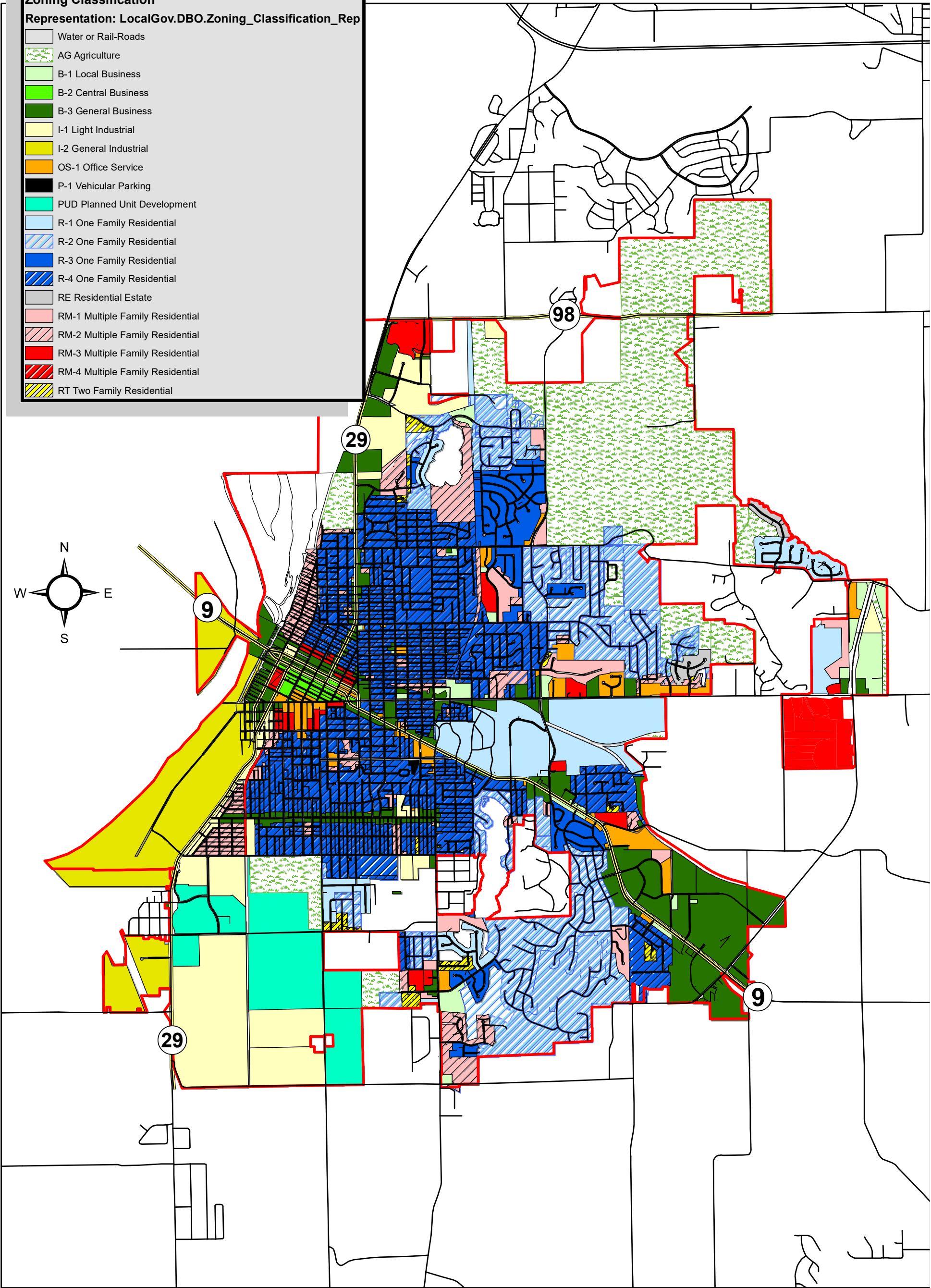
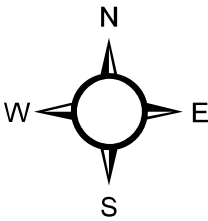
Legend

- Roads
- City Limits
- Pekin Highways

Zoning Classification

Representation: LocalGov.DBO.Zoning_Classification_Rep

- Water or Rail-Roads
- AG Agriculture
- B-1 Local Business
- B-2 Central Business
- B-3 General Business
- I-1 Light Industrial
- I-2 General Industrial
- OS-1 Office Service
- P-1 Vehicular Parking
- PUD Planned Unit Development
- R-1 One Family Residential
- R-2 One Family Residential
- R-3 One Family Residential
- R-4 One Family Residential
- RE Residential Estate
- RM-1 Multiple Family Residential
- RM-2 Multiple Family Residential
- RM-3 Multiple Family Residential
- RM-4 Multiple Family Residential
- RT Two Family Residential



Map updated 3/07/18



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 7, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Sewer Lining Bids for Washington, Park and 4th

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: Receive and file the bids from four contractors that were opened for the Washington St., Park Ave, 4th and 5th Street Sewer Lining Project.

DESCRIPTION:

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

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✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
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	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Sewer Lining

March 2, 2018

Item No	Item	Unit	Quantity	ESTIMATE		Insituform		Sak		JC Dillon		Hoerr Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	24" Tear Drop Complete, Washington St.	Foot	276	\$100.00	\$27,600.00	\$121.20	\$33,451.20	\$190.00	\$52,440.00	\$235.00	\$64,860.00	\$133.00	\$36,708.00
2	Sanitary Sewer Manhole Lining Complete, Washington	Each	2	\$3,500.00	\$7,000.00	\$4,533.60	\$9,067.20	\$4,275.00	\$8,550.00	\$4,400.00	\$8,800.00	\$4,460.00	\$8,920.00
3	Sewer Lining Transition from 24" to 30", Washington	Each	1	\$4,000.00	\$4,000.00	\$111.70	\$111.70	\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00	\$1,600.00	\$1,600.00
4	30" Tear Drop Complete, Park Ave.	Foot	260	\$115.00	\$29,900.00	\$137.10	\$35,646.00	\$202.00	\$52,520.00	\$275.00	\$71,500.00	\$195.00	\$50,700.00
5	Sanitary Sewer Manhole Lining Complete, Park	Each	2	\$3,500.00	\$7,000.00	\$4,183.40	\$8,366.80	\$3,950.00	\$7,900.00	\$4,400.00	\$8,800.00	\$4,115.00	\$8,230.00
6	24" Tear Drop Complete, 4th St.	Foot	600	\$100.00	\$60,000.00	\$119.60	\$71,760.00	\$161.50	\$96,900.00	\$130.00	\$78,000.00	\$133.00	\$79,800.00
7	Sanitary Sewer Manhole Lining Complete, 4th	Each	3	\$3,500.00	\$10,500.00	\$4,545.80	\$13,637.40	\$4,290.00	\$12,870.00	\$4,400.00	\$13,200.00	\$4,480.00	\$13,440.00
8													
9													
10													
11													
12													
13													
14													
Totals				\$146,000.00		\$172,040.30		\$232,680.00		\$248,760.00		\$199,398.00	
						As Read: \$172,040.30		As Read: \$232,680.00		As Read: \$248,760.00		As Read: \$194,918.00	



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL
WASHINGTON ST., PARK AVE., 4TH ST., & 5TH ST SEWER LINING

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

1. All manholes are brick, so they are all slightly different. The manholes are cone-shaped, with the base of the manholes being larger and the top being 24" diameter to meet the lid. A few of the manholes are 24" diameter for a few feet down before they cone out to a larger size. If you wish to inspect the manholes or you would like to see a video of the manholes, please let us know.

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

Acknowledged by : Jana Lause
Jana Lause, Contracting & Attesting Officer

Date: February 28, 2018

Attachment: PART 1 INSITUFORM (1347 : Sewer Lining Bids for Washington, Park and 4th)

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

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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

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

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**BID FORM
CITY OF PEKIN, IL**

Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

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

City of Pekin
111 South Capitol Street
Pekin, IL 61554

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS****2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.****ARTICLE 3 – BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:**

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2/28/18</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: 2/26/18

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

Washington Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	276	\$121.20	\$33,451.20
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$4,533.60	\$9,067.20
3	Sewer Lining Transition from 24" to 30"	EA	1	\$111.70	\$111.70
Total Base Bid Unit Price Items					\$42,630.10

Park Avenue

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	30" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	260	\$137.10	\$35,646.00
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$4,183.40	\$8,366.80
Total Base Bid Unit Price Items					\$44,012.80

4th Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	600	\$119.60	\$71,760.00
2	Sanitary Sewer Manhole Relining Complete	EA	3	\$4,545.80	\$13,637.40
Total Base Bid Unit Price Items					<u>\$85,397.40</u>

Attachment: PART 1 INSITUFORM (1347 : Sewer Lining Bids for Washington, Park and 4th)

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

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

- 6.01 It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 11100 – GENERAL REQUIREMENTS, Item 1.3B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 11100 – GENERAL REQUIREMENTS and SECTION 01300 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1	02958	Manhole Lining System	SPECTRA SHIELD

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

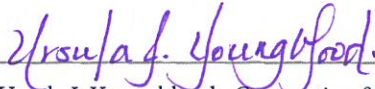
- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 9 – DEFINED TERMS

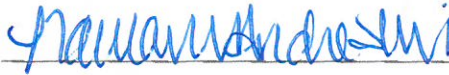
- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 – BID SUBMITTAL**BIDDER:** *[Indicate correct name of bidding entity]*

INSITUFORM TECHNOLOGIES USA, LLC.

By:*[Signature]**[Printed name]*

Ursula J. Youngblood, Contracting & Attesting Officer

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)***Attest:***[Signature]**[Printed name]*

Laura M. Andreski

Title:

Contracting & Attesting Officer

Submittal Date:

2 March 2018

Address for giving notices:

INSITUFORM TECHNOLOGIES USA, LLC.

17988 Edison Avenue

Chesterfield, MO 63005

Telephone Number:

636/530-8000

Fax Number:

636/530-8701

Contact Name and e-mail address:

Ursula J. Youngblood

UYoungblood@Aegion.com

Bidder's License No.:

N/A

(where applicable)



*Worldwide Pipeline
Rehabilitation*

11351 W. 183rd Street
Orland Park, IL 60467

Tel: 630-842-8539
Fax: 708-478-4871
kcoburn@insituform.com

Bid Submittals

B. Proposed Subcontractors

David Mason & Associates
Spencer Mason – Division Manager
800 South Vanderverter Ave
St. Louis, MO 63110
Phone: 314-534-1030
Scope of Work: TV, Clean and Measure for CIPP

Spectra Tech
Brett Johnson
10340 Pleasant Street Suite 100
Noblesville, IN 46060-4826
Phone: 317-770-0300
Scope of Work: Manhole Rehabilitation

C. List of Proposed Suppliers – N/A. We manufacture the liner we are installing.

D. List of Project References – See attached.



Proprietary Property and Trade Secret of Aiglon, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited.

Contract Qualification Closed Projects (End 2016 - Present) - Parameter Summary

Month Ending Date	01-31-2018
Reporting Entity	
JDE Company Code	00120
Region	
Owner State	
Project Material Family	ACE;AIS;COM;ILS;SIT;STD
Project Manager	
Project Number	
Project Manager	
Value Range	Start
Project Value (\$)	End
Bid Proposal Date	
Project Closed Date	11-30-2016
Diameter	01-31-2018
Linear Feet	



Proprietary Property and Trade Secret of Aegion, Inc. Unauthorized Use, Reproduction and Disclosure Strictly Prohibited.

Contract Qualification Closed Projects (End 2016 - Present) - Summary

	AIS	STD	Total	SR's (laps)
6	468		468	0
8	90,972	659	91,631	
9	2,572		2,572	
10	13,928		13,928	
12	14,073	7,802	21,875	
15	5,197	3,431	8,628	
18	3,769	839	4,608	
20	610		610	
21	222		222	
24	766		766	
27	219		219	
30	2,044	1,124	3,168	
33	736		736	
42	493		493	
48	304		304	
Total	136,373	13,855	150,228	

Contract Qualification Closed Projects (End 2016 - Present) - Detail

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153714	Prime	FLAGG CREEK W.R.D., LOMBARD IL PO#16-516 SEW. LINING PROJECT	JC	\$161,053.20	\$168,517.06
PO#16-516 SEW. LINING PROJECT					
Project Manager		Bid Date	Project Close Date		
Burbank, Thomas A		01-05-2017	07-26-2017		
Customer		Owner			
Flagg Creek Water Reclamation District		Flagg Creek Water Reclamation District			
7001 Frontage Road DuPage Burr Ridge IL 60527		7001 Frontage Road DuPage Burr Ridge IL 60527			
+1 630 3233299		+1 630 3233299			
		AIS		Total	SR's
		6		239	239
		8		1,250	1,250
		18		1,670	1,670
		Total		3,159	3,159
JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153715	Prime	FLAGG CREEK W.R.D., HINSDALE IL PO#17-099, SEW. LIN. PRJ. ON RT 83	JC	\$59,427.00	\$59,725.20
PO#17-099, SEW. LIN. PRJ. ON RT 83					
Project Manager		Bid Date	Project Close Date		
Burbank, Thomas A		03-31-2017	06-21-2017		
Customer		Owner			
Flagg Creek Water Reclamation District		Flagg Creek Water Reclamation District			
7001 Frontage Road DuPage Burr Ridge IL 60527		7001 Frontage Road DuPage Burr Ridge IL 60527			
+1 630 3233299		+1 630 3233299			
		STD		Total	SR's
		18		839	839
		Total		839	839



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153716	Prime	FLAGG CREEK W.R.D.OAKBROOK TER PO#17-108,SEW.LINING ON 22ND	JC	\$45,248.80	\$46,971.40

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-05-2017	08-08-2017	12	1,162	0
			Total	1,162	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153717	Prime	FLAGG CREEK W.R.D.OAKBROOK TER PO#17-109,SEW.LINING ON 22ND	JC	\$53,816.40	\$44,931.72

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	08-10-2017	12	1,136	0
			Total	1,136	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153718	Prime	FLAGG CREEK W.R.D.WESTMONT IL PO#17-110,SEW.LIN. RICHMOND ST	JC	\$26,039.80	\$26,862.30

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-22-2017	8	780	0
			Total	780	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153719	Prime	FLAGG CREEK W.R.D.WESTMONT IL PO#17-111,SEW.LIN.BLACKHAWK AV	JC	\$28,126.00	\$28,810.32

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-31-2017	8	799	0
Total			799	799	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153720	Prime	FLAGG CREEK W.R.D.WARWICK ST. PO#17-112,SEW.LIN.WESTWICK ST.	JC	\$46,674.47	\$25,192.76

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-26-2017	8	698	0
Total			698	698	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153721	Prime	FLAGG CREEK W.R.D. MAIN SEWER PO#17-113,SEW.LIN.MAIN SEWER	JC	\$6,559.30	\$6,720.51

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-24-2017	8	193	0
Total			193	193	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153722	Prime	FLAGG CREEK W.R.D, MAIN SEWER PO#17-114, SEW/LIN, MAIN SEWER	JC	\$39,649.50	\$40,521.83

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-25-2017	8	1,171	0
Total			1,171	1,171	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153723	Prime	FLAGG CREEK W.R.D, MAIN SEWER PO#17-115, SEW/LIN, MAIN SEWER	JC	\$22,202.70	\$23,603.88

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-23-2017	8	650	0
Total			650	650	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153724	Prime	FLAGG CREEK W.R.D, MAIN SEWER PO#17-116, SEW/LIN, MAIN SEWER	JC	\$111,616.00	\$90,050.93

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	07-27-2017	8	487	0
12			1,893	1,893	
Total			2,380	2,380	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153725	Prime	FLAGG CREEK W.R.D.WILLOWBROOK PO#17-183,LAKE HINSDALE LINING	JC	\$0.00	\$33,272.75

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	05-04-2017	05-19-2017	8	639	0
			15	185	
			Total	824	824

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121577	Prime	ROMEOVILLE IL, 2014 PROJECT SANIT. SEWER REHAB PROJ.#14-418	JC	\$365,914.00	\$566,053.28

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Burbank, Thomas A	08-26-2014	03-10-2017	12	1,659	7,802	9,461
			24	520		520
			42	493		493
			48	304		304
			Total	2,976	7,802	10,778

Customer	Owner
Village of Romeoville, IL	Village of Romeoville, IL
13 Montrose Will Romeoville IL 60441	13 Montrose Will Romeoville IL 60441
+1 815 8867200	+1 815 8867200

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121613	Prime	WEST CHICAGO IL, 2015, STAGE 2 SANIT. SEWER REHAB PROJECT	JC	\$380,757.60	\$372,209.80

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	03-24-2015	01-16-2017	8	10,830	0
			12	1,112	
			Total	11,942	11,942

Customer	Owner
City of West Chicago, IL-Public Works	City of West Chicago, IL-Public Works
1400 West Hawthorne Lane DuPage West Chicago IL 60185	1400 West Hawthorne Lane DuPage West Chicago IL 60185
+1 555 5555555	+1 555 5555555

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121618	Prime	SCHAUMBURG IL, 2015 REHAB SANITARY SEW. REHAB IMPROVEMENTS	JC	\$337,835.80	\$359,848.81

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	07-09-2015	02-17-2017	8	6,912	0
			10	1,066	
			12	329	
			Total	8,307	

Customer	Owner
Village of Schaumburg, IL	Village of Schaumburg, IL
101 Schaumburg Court	101 Schaumburg Court
Cook	Cook
Schaumburg IL 60193	Schaumburg IL 60193
+1 847 8954500	+1 847 8954500

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121619	Prime	TINLEY PARK IL, PROJECT#14-668 BREMENTOWNE VILLAS SS REHAB	JC	\$210,793.11	\$205,412.20

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	07-29-2015	12-20-2016	8	2,350	0
			10	140	
			Total	2,490	

Customer	Owner
Village of Tinley Park, IL	Village of Tinley Park, IL
16250 Oak Park Avenue	16250 Oak Park Avenue
Cook	Cook
Tinley Park IL 60477-1600	Tinley Park IL 60477-1600
+1 708 4445500	+1 708 4445500

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121639	Prime	NORTHFIELD TOWNSHIP ROAD DIST. 2016 CURED IN PLACE PIPE REHAB	JC	\$249,659.40	\$247,223.40

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Burbank, Thomas A	03-08-2016	01-12-2017	8	2,079	2,079	0
			15	436	3,431	
			Total	2,515	3,431	

Customer	Owner
Northfield Township Sanitary District-Glenview, IL	Northfield Township Sanitary District-Glenview, IL
1928 Lehigh Ave.	1928 Lehigh Ave.
Cook	Cook
Glenview IL 60026	Glenview IL 60026
+1 847 7247055	+1 847 7247055



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																				
121640	Sub	JOHN NERI CONST., HINSDALE IL WOODLAND INFRAS.PHASEIII #1601	JC	\$87,323.70	\$85,410.80																																				
<table><tr><th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>AIS</th><th>Total</th><th>SR's</th></tr><tr><td>Burbank, Thomas A</td><td>02-19-2016</td><td>02-20-2017</td><td>8 958</td><td>958</td><td>0</td></tr><tr><td></td><td></td><td></td><td>9 393</td><td>393</td><td></td></tr><tr><td></td><td></td><td></td><td>10 682</td><td>682</td><td></td></tr><tr><td></td><td></td><td></td><td>12 335</td><td>335</td><td></td></tr><tr><td></td><td></td><td></td><td>Total 2,368</td><td>2,368</td><td></td></tr></table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Burbank, Thomas A	02-19-2016	02-20-2017	8 958	958	0				9 393	393					10 682	682					12 335	335					Total 2,368	2,368	
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																																				
Burbank, Thomas A	02-19-2016	02-20-2017	8 958	958	0																																				
			9 393	393																																					
			10 682	682																																					
			12 335	335																																					
			Total 2,368	2,368																																					
<table><tr><th>Customer</th><th>Owner</th></tr><tr><td>John Neri Construction</td><td>Village of Hinsdale, IL</td></tr><tr><td>770 W. Factory Road</td><td>19 E Chicago Avenue</td></tr><tr><td>DuPage</td><td>DuPage</td></tr><tr><td>Addison IL 60101</td><td>Hinsdale IL 60521</td></tr><tr><td>+1 630 6298384</td><td>+1 630 7897000</td></tr></table>						Customer	Owner	John Neri Construction	Village of Hinsdale, IL	770 W. Factory Road	19 E Chicago Avenue	DuPage	DuPage	Addison IL 60101	Hinsdale IL 60521	+1 630 6298384	+1 630 7897000																								
Customer	Owner																																								
John Neri Construction	Village of Hinsdale, IL																																								
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Addison IL 60101	Hinsdale IL 60521																																								
+1 630 6298384	+1 630 7897000																																								

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																														
121651	Prime	BARLETT IL, 2016, RFB 2016-103 SANIT.SEW. LINING,RFB#2016-103	JC	\$310,838.70	\$384,931.45																														
<table><tr><th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>AIS</th><th>Total</th><th>SR's</th></tr><tr><td>Burbank, Thomas A</td><td>04-06-2016</td><td>01-24-2017</td><td>8 9,793</td><td>9,793</td><td>0</td></tr><tr><td></td><td></td><td></td><td>10 1,040</td><td>1,040</td><td></td></tr><tr><td></td><td></td><td></td><td>15 1,293</td><td>1,293</td><td></td></tr><tr><td></td><td></td><td></td><td>Total 12,126</td><td>12,126</td><td></td></tr></table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Burbank, Thomas A	04-06-2016	01-24-2017	8 9,793	9,793	0				10 1,040	1,040					15 1,293	1,293					Total 12,126	12,126	
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																														
Burbank, Thomas A	04-06-2016	01-24-2017	8 9,793	9,793	0																														
			10 1,040	1,040																															
			15 1,293	1,293																															
			Total 12,126	12,126																															
<table><tr><th>Customer</th><th>Owner</th></tr><tr><td>Village of Bartlett, IL</td><td>Village of Bartlett, IL</td></tr><tr><td>1150 Bittersweet Dr</td><td>1150 Bittersweet Dr</td></tr><tr><td>Cook</td><td>Cook</td></tr><tr><td>Bartlett IL 60103-4495</td><td>Bartlett IL 60103-4495</td></tr><tr><td>+1 630 8370811</td><td>+1 630 8370811</td></tr></table>						Customer	Owner	Village of Bartlett, IL	Village of Bartlett, IL	1150 Bittersweet Dr	1150 Bittersweet Dr	Cook	Cook	Bartlett IL 60103-4495	Bartlett IL 60103-4495	+1 630 8370811	+1 630 8370811																		
Customer	Owner																																		
Village of Bartlett, IL	Village of Bartlett, IL																																		
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Cook	Cook																																		
Bartlett IL 60103-4495	Bartlett IL 60103-4495																																		
+1 630 8370811	+1 630 8370811																																		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																
121652	Prime	SKOKIE IL, 2016 SANIT.&STORM 2016 SANIT.&STORM SEW. LINING	JC	\$300,486.30	\$288,933.70																																																
<table><tr><th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>AIS</th><th>Total</th><th>SR's</th></tr><tr><td>Burbank, Thomas A</td><td>04-28-2016</td><td>01-25-2017</td><td>8 74</td><td>74</td><td>0</td></tr><tr><td></td><td></td><td></td><td>12 860</td><td>860</td><td></td></tr><tr><td></td><td></td><td></td><td>15 1,522</td><td>1,522</td><td></td></tr><tr><td></td><td></td><td></td><td>18 347</td><td>347</td><td></td></tr><tr><td></td><td></td><td></td><td>30 219</td><td>219</td><td></td></tr><tr><td></td><td></td><td></td><td>33 736</td><td>736</td><td></td></tr><tr><td></td><td></td><td></td><td>Total 3,758</td><td>3,758</td><td></td></tr></table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Burbank, Thomas A	04-28-2016	01-25-2017	8 74	74	0				12 860	860					15 1,522	1,522					18 347	347					30 219	219					33 736	736					Total 3,758	3,758	
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																																																
Burbank, Thomas A	04-28-2016	01-25-2017	8 74	74	0																																																
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			18 347	347																																																	
			30 219	219																																																	
			33 736	736																																																	
			Total 3,758	3,758																																																	
<table><tr><th>Customer</th><th>Owner</th></tr><tr><td>Village of Skokie, IL</td><td>Village of Skokie, IL</td></tr><tr><td>9050 Gross Point Road</td><td>9050 Gross Point Road</td></tr><tr><td>Cook</td><td>Cook</td></tr><tr><td>Skokie IL 60077</td><td>Skokie IL 60077</td></tr><tr><td>+1 847 9338427</td><td>+1 847 9338427</td></tr></table>						Customer	Owner	Village of Skokie, IL	Village of Skokie, IL	9050 Gross Point Road	9050 Gross Point Road	Cook	Cook	Skokie IL 60077	Skokie IL 60077	+1 847 9338427	+1 847 9338427																																				
Customer	Owner																																																				
Village of Skokie, IL	Village of Skokie, IL																																																				
9050 Gross Point Road	9050 Gross Point Road																																																				
Cook	Cook																																																				
Skokie IL 60077	Skokie IL 60077																																																				
+1 847 9338427	+1 847 9338427																																																				



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																											
121654	Prime	DUPAGE CO., IL 2016-103 PO#1873-0001 MIP 2016-103 SWR	JC	\$260,194.15	\$234,905.75																											
<table border="1"> <thead> <tr> <th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>AIS</th><th>Total</th><th>SR's</th></tr> </thead> <tbody> <tr> <td>Burbank, Thomas A</td><td>04-06-2016</td><td>12-02-2016</td><td>6,578</td><td>6,578</td><td>0</td></tr> <tr> <td rowspan="4">Customer</td><td rowspan="4">County of Dupage, IL 421 County Farm Road DuPage Wheaton IL 60187 +1 630 6827000</td><td rowspan="4"></td><td>12</td><td>443</td><td>443</td></tr> <tr> <td>15</td><td>365</td><td>365</td></tr> <tr> <td>21</td><td>222</td><td>222</td></tr> <tr> <td>Total</td><td>7,608</td><td>7,608</td></tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Burbank, Thomas A	04-06-2016	12-02-2016	6,578	6,578	0	Customer	County of Dupage, IL 421 County Farm Road DuPage Wheaton IL 60187 +1 630 6827000		12	443	443	15	365	365	21	222	222	Total	7,608	7,608
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																											
Burbank, Thomas A	04-06-2016	12-02-2016	6,578	6,578	0																											
Customer	County of Dupage, IL 421 County Farm Road DuPage Wheaton IL 60187 +1 630 6827000		12	443	443																											
			15	365	365																											
			21	222	222																											
			Total	7,608	7,608																											

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																					
121656	Prime	DOYON MGMT. SVCS.-NAVFAC NAVFAC SANITARY LINE REPAIRS	JC	\$128,187.50	\$128,187.50																					
<table border="1"> <thead> <tr> <th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>AIS</th><th>Total</th><th>SR's</th></tr> </thead> <tbody> <tr> <td>Burbank, Thomas A</td><td>02-29-2016</td><td>02-18-2017</td><td>2,357</td><td>2,357</td><td>0</td></tr> <tr> <td rowspan="2">Customer</td><td rowspan="2">US Navy - Great Lakes, IL- Naval Base 3737 Embassy Parkway Suite 260 Summit Fairlawn OH 44333 +1 234 4667169</td><td rowspan="2"></td><td>10</td><td>516</td><td>516</td></tr> <tr> <td>Total</td><td>2,873</td><td>2,873</td></tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Burbank, Thomas A	02-29-2016	02-18-2017	2,357	2,357	0	Customer	US Navy - Great Lakes, IL- Naval Base 3737 Embassy Parkway Suite 260 Summit Fairlawn OH 44333 +1 234 4667169		10	516	516	Total	2,873	2,873
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																					
Burbank, Thomas A	02-29-2016	02-18-2017	2,357	2,357	0																					
Customer	US Navy - Great Lakes, IL- Naval Base 3737 Embassy Parkway Suite 260 Summit Fairlawn OH 44333 +1 234 4667169		10	516	516																					
			Total	2,873	2,873																					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																														
121658	Prime	KENILWORTH IL, 2016 PROJECT SANITARY SEWER LINING	JC	\$301,751.42	\$301,652.77																														
<table border="1"> <thead> <tr> <th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>AIS</th><th>Total</th><th>SR's</th></tr> </thead> <tbody> <tr> <td>Burbank, Thomas A</td><td>04-28-2016</td><td>02-23-2017</td><td>2,179</td><td>2,179</td><td>0</td></tr> <tr> <td rowspan="5">Customer</td><td rowspan="5">Village of Kenilworth, IL 419 Richmond Road Cook Kenilworth IL 60043-1199 +1 847 2511666</td><td rowspan="5"></td><td>15</td><td>195</td><td>195</td></tr> <tr> <td>20</td><td>610</td><td>610</td></tr> <tr> <td>24</td><td>246</td><td>246</td></tr> <tr> <td>30</td><td>1,241</td><td>1,241</td></tr> <tr> <td>Total</td><td>4,471</td><td>4,471</td></tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Burbank, Thomas A	04-28-2016	02-23-2017	2,179	2,179	0	Customer	Village of Kenilworth, IL 419 Richmond Road Cook Kenilworth IL 60043-1199 +1 847 2511666		15	195	195	20	610	610	24	246	246	30	1,241	1,241	Total	4,471	4,471
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																														
Burbank, Thomas A	04-28-2016	02-23-2017	2,179	2,179	0																														
Customer	Village of Kenilworth, IL 419 Richmond Road Cook Kenilworth IL 60043-1199 +1 847 2511666		15	195	195																														
			20	610	610																														
			24	246	246																														
			30	1,241	1,241																														
			Total	4,471	4,471																														

JDE Job Number	Role	Project Description	Project Close Date	Project Status	Contract Value	Final Contract Amount
121659	Prime	GLENVIEW IL, 2016.E2016-002 SANIT. SEW. LINING, E2016-002		JC	\$373,481.97	\$368,807.34

Project Manager	Bid Date	Project Close Date
Burbank, Thomas A	04-28-2016	01-05-2017
Customer	Owner	
Village of Glenview, IL	Village of Glenview, IL-Shermer Rd	
1225 Waukegan Road	1333 Shermer Road	
Cook	Cook	
Glenview IL 60025-3071	Glenview IL 60025	
+1 847 7241700	+1 847 6573030	

	AIS	STD	Total	SR's
8	8,550	384	8,934	0
10	861		861	
12	1,195		1,195	
Total	10,606	384	10,990	

JDE Job Number	Role	Project Description	Project Close Date	Project Status	Contract Value	Final Contract Amount
12166301	Prime	NORTH RIVERSIDE IL, 2016 PROJ. 2016 COMBINED SEWER LINING PRJ		JC	\$49,412.50	\$45,191.20

Project Manager	Bid Date	Project Close Date
Burbank, Thomas A	12-13-2016	02-24-2017
Customer	Owner	
Village of North Riverside, IL	Village of North Riverside, IL	
2400 Desplaines Ave	2400 Desplaines Ave	
Cook	Cook	
Riverside IL 60546-1520	Riverside IL 60546-1520	
+1 708 4474211	+1 708 4474211	

	AIS	Total	SR's
18	647	647	0
Total	647	647	

JDE Job Number	Role	Project Description	Project Close Date	Project Status	Contract Value	Final Contract Amount
121667	Prime	HICKORY HILLS IL, PROJ.#15-589 SANITARY SEWER REHAB		JC	\$206,216.50	\$209,827.30

Project Manager	Bid Date	Project Close Date
Niles, Shaun Michael	08-04-2016	12-08-2016
Customer	Owner	
City of Hickory Hills, IL	City of Hickory Hills, IL	
8652 W 95th Street	8652 W 95th Street	
Cook	Cook	
Hickory Hills IL 60457-1700	Hickory Hills IL 60457-1700	
+1 708 5984800	+1 708 5984800	

	AIS	Total	SR's
8	4,956	4,956	0
10	321	321	
12	811	811	
15	481	481	
Total	6,569	6,569	



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL
WASHINGTON ST., PARK AVE., 4TH ST., & 5TH ST SEWER LINING

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

1. All manholes are brick, so they are all slightly different. The manholes are cone-shaped, with the base of the manholes being larger and the top being 24" diameter to meet the lid. A few of the manholes are 24" diameter for a few feet down before they cone out to a larger size. If you wish to inspect the manholes or you would like to see a video of the manholes, please let us know.

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

Acknowledged by : Jana Lause
Jana Lause, Contracting & Attesting Officer

Date: February 28, 2018

Attachment: PART 2 INSITUFORM (1347 : Sewer Lining Bids for Washington, Park and 4th)

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

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
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www.nspe.org

American Council of Engineering Companies
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(202) 347-7474
www.acec.org

American Society of Civil Engineers
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**BID FORM
CITY OF PEKIN, IL**

Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

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Article 10 – Bid Submittal.....	6

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

City of Pekin
111 South Capitol Street
Pekin, IL 61554

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS****2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.****ARTICLE 3 – BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:**

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2/28/18</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: 2/26/18

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

Washington Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	276	\$121.20	\$33,451.20
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$4,533.60	\$9,067.20
3	Sewer Lining Transition from 24" to 30"	EA	1	\$111.70	\$111.70
Total Base Bid Unit Price Items					\$42,630.10

Park Avenue

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	30" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	260	\$137.10	\$35,646.00
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$4,183.40	\$8,366.80
Total Base Bid Unit Price Items					\$44,012.80

4th Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	600	\$119.60	\$71,760.00
2	Sanitary Sewer Manhole Relining Complete	EA	3	\$4,545.80	\$13,637.40
Total Base Bid Unit Price Items					<u>\$85,397.40</u>

Attachment: PART 2 INSITUFORM (1347 : Sewer Lining Bids for Washington, Park and 4th)

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

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

- 6.01 It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 11100 – GENERAL REQUIREMENTS, Item 1.3B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 11100 – GENERAL REQUIREMENTS and SECTION 01300 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1	02958	Manhole Lining System	SPECTRA SHIELD

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

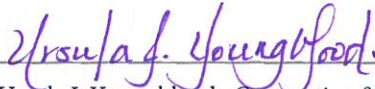
- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 9 – DEFINED TERMS

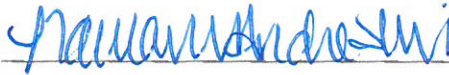
- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 – BID SUBMITTAL**BIDDER:** *[Indicate correct name of bidding entity]*

INSITUFORM TECHNOLOGIES USA, LLC.

By:*[Signature]**[Printed name]*

Ursula J. Youngblood, Contracting & Attesting Officer

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)***Attest:***[Signature]**[Printed name]*

Laura M. Andreski

Title:

Contracting & Attesting Officer

Submittal Date:

2 March 2018

Address for giving notices:

INSITUFORM TECHNOLOGIES USA, LLC.

17988 Edison Avenue

Chesterfield, MO 63005

Telephone Number:

636/530-8000

Fax Number:

636/530-8701

Contact Name and e-mail address:

Ursula J. Youngblood

UYoungblood@Aegion.com

Bidder's License No.:

N/A

(where applicable)



*Worldwide Pipeline
Rehabilitation*

11351 W. 183rd Street
Orland Park, IL 60467

Tel: 630-842-8539
Fax: 708-478-4871
kcoburn@insituform.com

Bid Submittals

B. Proposed Subcontractors

David Mason & Associates
Spencer Mason – Division Manager
800 South Vanderverter Ave
St. Louis, MO 63110
Phone: 314-534-1030
Scope of Work: TV, Clean and Measure for CIPP

Spectra Tech
Brett Johnson
10340 Pleasant Street Suite 100
Noblesville, IN 46060-4826
Phone: 317-770-0300
Scope of Work: Manhole Rehabilitation

C. List of Proposed Suppliers – N/A. We manufacture the liner we are installing.

D. List of Project References – See attached.



Proprietary Property and Trade Secret of Aiglon, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited.

Contract Qualification Closed Projects (End 2016 - Present) - Parameter Summary

Month Ending Date	01-31-2018	
Reporting Entity		
JDE Company Code	00120	
Region		
Owner State		
Project Material Family	ACE;AIS;COM;ILS;SIT;STD	
Project Manager		
Project Number		
Project Manager		
Value Range	Start	End
Project Value (\$)		
Bid Proposal Date		
Project Closed Date	11-30-2016	01-31-2018
Diameter		
Linear Feet		

Contract Qualification Closed Projects (End 2016 - Present) - Summary

	AIS	STD	Total	SR's (laps)
6	468		468	0
8	90,972	659	91,631	
9	2,572		2,572	
10	13,928		13,928	
12	14,073	7,802	21,875	
15	5,197	3,431	8,628	
18	3,769	839	4,608	
20	610		610	
21	222		222	
24	766		766	
27	219		219	
30	2,044	1,124	3,168	
33	736		736	
42	493		493	
48	304		304	
Total	136,373	13,855	150,228	

Contract Qualification Closed Projects (End 2016 - Present) - Detail

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																				
12153714	Prime	FLAGG CREEK W.R.D., LOMBARD IL PO#16-516 SEW. LINING PROJECT	JC	\$161,053.20	\$168,517.06																																				
<table> <tr> <th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>AIS</th><th>Total</th><th>SR's</th></tr> <tr> <td>Burbank, Thomas A</td><td>01-05-2017</td><td>07-26-2017</td><td>6</td><td>239</td><td>239</td></tr> <tr> <td colspan="6">Customer</td></tr> <tr> <td>Flagg Creek Water Reclamation District</td><td>Owner</td><td>Flagg Creek Water Reclamation District</td><td>8</td><td>1,250</td><td>1,250</td></tr> <tr> <td>7001 Frontage Road DuPage Burr Ridge IL 60527</td><td></td><td>7001 Frontage Road DuPage Burr Ridge IL 60527</td><td>18</td><td>1,670</td><td>1,670</td></tr> <tr> <td>+1 630 3233299</td><td></td><td>+1 630 3233299</td><td>Total</td><td>3,159</td><td>3,159</td></tr> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Burbank, Thomas A	01-05-2017	07-26-2017	6	239	239	Customer						Flagg Creek Water Reclamation District	Owner	Flagg Creek Water Reclamation District	8	1,250	1,250	7001 Frontage Road DuPage Burr Ridge IL 60527		7001 Frontage Road DuPage Burr Ridge IL 60527	18	1,670	1,670	+1 630 3233299		+1 630 3233299	Total	3,159	3,159
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																																				
Burbank, Thomas A	01-05-2017	07-26-2017	6	239	239																																				
Customer																																									
Flagg Creek Water Reclamation District	Owner	Flagg Creek Water Reclamation District	8	1,250	1,250																																				
7001 Frontage Road DuPage Burr Ridge IL 60527		7001 Frontage Road DuPage Burr Ridge IL 60527	18	1,670	1,670																																				
+1 630 3233299		+1 630 3233299	Total	3,159	3,159																																				
12153715	Prime	FLAGG CREEK W.R.D., HINSDALE IL PO#17-099, SEW. LIN. PRJ. ON RT 83	JC	\$59,427.00	\$59,725.20																																				
<table> <tr> <th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th><th>STD</th><th>Total</th><th>SR's</th></tr> <tr> <td>Burbank, Thomas A</td><td>03-31-2017</td><td>06-21-2017</td><td>18</td><td>839</td><td>839</td></tr> <tr> <td colspan="6">Customer</td></tr> <tr> <td>Flagg Creek Water Reclamation District</td><td>Owner</td><td>Flagg Creek Water Reclamation District</td><td>Total</td><td>839</td><td>839</td></tr> <tr> <td>7001 Frontage Road DuPage Burr Ridge IL 60527</td><td></td><td>7001 Frontage Road DuPage Burr Ridge IL 60527</td><td></td><td></td><td></td></tr> <tr> <td>+1 630 3233299</td><td></td><td>+1 630 3233299</td><td></td><td></td><td></td></tr> </table>						Project Manager	Bid Date	Project Close Date	STD	Total	SR's	Burbank, Thomas A	03-31-2017	06-21-2017	18	839	839	Customer						Flagg Creek Water Reclamation District	Owner	Flagg Creek Water Reclamation District	Total	839	839	7001 Frontage Road DuPage Burr Ridge IL 60527		7001 Frontage Road DuPage Burr Ridge IL 60527				+1 630 3233299		+1 630 3233299			
Project Manager	Bid Date	Project Close Date	STD	Total	SR's																																				
Burbank, Thomas A	03-31-2017	06-21-2017	18	839	839																																				
Customer																																									
Flagg Creek Water Reclamation District	Owner	Flagg Creek Water Reclamation District	Total	839	839																																				
7001 Frontage Road DuPage Burr Ridge IL 60527		7001 Frontage Road DuPage Burr Ridge IL 60527																																							
+1 630 3233299		+1 630 3233299																																							



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153716	Prime	FLAGG CREEK W.R.D.OAKBROOK TER PO#17-108,SEW.LINING ON 22ND	JC	\$45,248.80	\$46,971.40

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-05-2017	08-08-2017	12	1,162	0
			Total	1,162	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153717	Prime	FLAGG CREEK W.R.D.OAKBROOK TER PO#17-109,SEW.LINING ON 22ND	JC	\$53,816.40	\$44,931.72

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	08-10-2017	12	1,136	0
			Total	1,136	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153718	Prime	FLAGG CREEK W.R.D.WESTMONT IL PO#17-110,SEW.LIN. RICHMOND ST	JC	\$26,039.80	\$26,862.30

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-22-2017	8	780	0
			Total	780	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153719	Prime	FLAGG CREEK W.R.D.WESTMONT IL PO#17-111,SEW.LIN.BLACKHAWK AV	JC	\$28,126.00	\$28,810.32

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-31-2017	8	799	0
Total			799	799	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153720	Prime	FLAGG CREEK W.R.D.WARWICK ST. PO#17-112,SEW.LIN.WESTWICK ST.	JC	\$46,674.47	\$25,192.76

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-26-2017	8	698	0
Total			698	698	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153721	Prime	FLAGG CREEK W.R.D. MAIN SEWER PO#17-113,SEW.LIN.MAIN SEWER	JC	\$6,559.30	\$6,720.51

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-24-2017	8	193	0
Total			193	193	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153722	Prime	FLAGG CREEK W.R.D, MAIN SEWER PO#17-114, SEW/LIN, MAIN SEWER	JC	\$39,649.50	\$40,521.83

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-25-2017	8	1,171	0
Total			1,171	1,171	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153723	Prime	FLAGG CREEK W.R.D, MAIN SEWER PO#17-115, SEW/LIN, MAIN SEWER	JC	\$22,202.70	\$23,603.88

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	05-23-2017	8	650	0
Total			650	650	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153724	Prime	FLAGG CREEK W.R.D, MAIN SEWER PO#17-116, SEW/LIN, MAIN SEWER	JC	\$111,616.00	\$90,050.93

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-10-2017	07-27-2017	8	487	0
12			1,893	1,893	
Total			2,380	2,380	

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12153725	Prime	FLAGG CREEK W.R.D.WILLOWBROOK PO#17-183,LAKE HINSDALE LINING	JC	\$0.00	\$33,272.75

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	05-04-2017	05-19-2017	8	639	0
			15	185	
			Total	824	824

Customer	Owner
Flagg Creek Water Reclamation District	Flagg Creek Water Reclamation District
7001 Frontage Road DuPage Burr Ridge IL 60527	7001 Frontage Road DuPage Burr Ridge IL 60527
+1 630 3233299	+1 630 3233299

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121577	Prime	ROMEIOVILLE IL, 2014 PROJECT SANIT. SEWER REHAB PROJ.#14-418	JC	\$365,914.00	\$566,053.28

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Burbank, Thomas A	08-26-2014	03-10-2017	12	1,659	7,802	9,461
			24	520		520
			42	493		493
			48	304		304
			Total	2,976	7,802	10,778

Customer	Owner
Village of Romeoville, IL	Village of Romeoville, IL
13 Montrose Will Romeoville IL 60441	13 Montrose Will Romeoville IL 60441
+1 815 8867200	+1 815 8867200

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121613	Prime	WEST CHICAGO IL, 2015, STAGE 2 SANIT. SEWER REHAB PROJECT	JC	\$380,757.60	\$372,209.80

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	03-24-2015	01-16-2017	8	10,830	0
			12	1,112	
			Total	11,942	11,942

Customer	Owner
City of West Chicago, IL-Public Works	City of West Chicago, IL-Public Works
1400 West Hawthorne Lane DuPage West Chicago IL 60185	1400 West Hawthorne Lane DuPage West Chicago IL 60185
+1 555 5555555	+1 555 5555555

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121618	Prime	SCHAUMBURG IL, 2015 REHAB SANITARY SEW. REHAB IMPROVEMENTS	JC	\$337,835.80	\$359,848.81

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	07-09-2015	02-17-2017	8	6,912	0
			10	1,066	
			12	329	
			Total	8,307	

Customer	Owner
Village of Schaumburg, IL	Village of Schaumburg, IL
101 Schaumburg Court	101 Schaumburg Court
Cook	Cook
Schaumburg IL 60193	Schaumburg IL 60193
+1 847 8954500	+1 847 8954500

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121619	Prime	TINLEY PARK IL, PROJECT#14-668 BREMENTOWNE VILLAS SS REHAB	JC	\$210,793.11	\$205,412.20

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	07-29-2015	12-20-2016	8	2,350	0
			10	140	
			Total	2,490	

Customer	Owner
Village of Tinley Park, IL	Village of Tinley Park, IL
16250 Oak Park Avenue	16250 Oak Park Avenue
Cook	Cook
Tinley Park IL 60477-1600	Tinley Park IL 60477-1600
+1 708 4445500	+1 708 4445500

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121639	Prime	NORTHFIELD TOWNSHIP ROAD DIST. 2016 CURED IN PLACE PIPE REHAB	JC	\$249,659.40	\$247,223.40

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Burbank, Thomas A	03-08-2016	01-12-2017	8	2,079	2,079	0
			15	436	3,431	
			Total	2,515	3,431	

Customer	Owner
Northfield Township Sanitary District-Glenview, IL	Northfield Township Sanitary District-Glenview, IL
1928 Lehigh Ave.	1928 Lehigh Ave.
Cook	Cook
Glenview IL 60026	Glenview IL 60026
+1 847 7247055	+1 847 7247055



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121640	Sub	JOHN NERI CONST., HINSDALE IL WOODLAND INFRAS.PHASEIII #1601	JC	\$67,323.70	\$85,410.80

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	02-19-2016	02-20-2017	8	958	0
			9	393	
			10	682	
			12	335	
			Total	2,368	2,368

Customer	Owner
John Neri Construction	Village of Hinsdale, IL
770 W. Factory Road	19 E Chicago Avenue
DuPage	DuPage
Addison IL 60101	Hinsdale IL 60521
+1 630 6298384	+1 630 7897000

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121651	Prime	BARLETT IL, 2016, RFB 2016-103 SANIT.SEW. LINING,RFB#2016-103	JC	\$310,838.70	\$384,931.45

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-06-2016	01-24-2017	8	9,793	0
			10	1,040	
			15	1,293	
			Total	12,126	12,126

Customer	Owner
Village of Bartlett, IL	Village of Bartlett, IL
1150 Bittersweet Dr	1150 Bittersweet Dr
Cook	Cook
Bartlett IL 60103-4495	Bartlett IL 60103-4495
+1 630 8370811	+1 630 8370811

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121652	Prime	SKOKIE IL, 2016 SANIT.&STORM 2016 SANIT.&STORM SEW. LINING	JC	\$300,486.30	\$288,933.70

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Burbank, Thomas A	04-28-2016	01-25-2017	8	74	0
			12	860	
			15	1,522	
			18	347	
			30	219	
			33	736	
			Total	3,758	3,758

Customer	Owner
Village of Skokie, IL	Village of Skokie, IL
9050 Gross Point Road	9050 Gross Point Road
Cook	Cook
Skokie IL 60077	Skokie IL 60077
+1 847 9338427	+1 847 9338427



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121654	Prime	DUPAGE CO., IL 2016-103 PO#1873-0001 MIP 2016-103 SWR	JC	\$260,194.15	\$234,905.75

Project Manager	Bid Date	Project Close Date
Burbank, Thomas A	04-06-2016	12-02-2016
Customer		
County of Dupage, IL		
421 County Farm Road		
DuPage		
Wheaton IL 60187		
+1 630 6827000		

	AIS	Total	SR's
8	6,578	6,578	0
12	443	443	
15	365	365	
21	222	222	
Total	7,608	7,608	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121656	Prime	DOYON MGMT. SVCS.-NAVFAC NAVFAC SANITARY LINE REPAIRS	JC	\$128,187.50	\$128,187.50

Project Manager	Bid Date	Project Close Date
Burbank, Thomas A	02-29-2016	02-18-2017
Customer		
US Navy - Great Lakes, IL- Naval Base		
Doyon Logistics Services, LLC		
3737 Embassy Parkway Suite 260		
Summit Lake		
Fairlawn OH 44333		
+1 234 4667169		

	AIS	Total	SR's
8	2,357	2,357	0
10	516	516	
Total	2,873	2,873	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121658	Prime	KENILWORTH IL, 2016 PROJECT SANITARY SEWER LINING	JC	\$301,751.42	\$301,652.77

Project Manager	Bid Date	Project Close Date
Burbank, Thomas A	04-28-2016	02-23-2017
Customer		
Village of Kenilworth, IL		
419 Richmond Road		
Cook		
Kenilworth IL 60043-1199		
+1 847 2511666		

	AIS	Total	SR's
9	2,179	2,179	0
15	195	195	
20	610	610	
24	246	246	
30	1,241	1,241	
Total	4,471	4,471	



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121659	Prime	GLENVIEW IL, 2016.E2016-002 SANIT. SEW. LINING, E2016-002	JC	\$373,481.97	\$368,807.34

Project Manager	Bid Date	Project Close Date
Burbank, Thomas A	04-28-2016	01-05-2017
Customer	Owner	
Village of Glenview, IL	Village of Glenview, IL-Shermer Rd	
1225 Waukegan Road	1333 Shermer Road	
Cook	Cook	
Glenview IL 60025-3071	Glenview IL 60025	
+1 847 7241700	+1 847 6573030	

	AIS	STD	Total	SR's
8	8,550	384	8,934	0
10	861		861	
12	1,195		1,195	
Total	10,606	384	10,990	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
12166301	Prime	NORTH RIVERSIDE IL, 2016 PROJ. 2016 COMBINED SEWER LINING PRJ	JC	\$49,412.50	\$45,191.20

Project Manager	Bid Date	Project Close Date
Burbank, Thomas A	12-13-2016	02-24-2017
Customer	Owner	
Village of North Riverside, IL	Village of North Riverside, IL	
2400 Desplaines Ave	2400 Desplaines Ave	
Cook	Cook	
Riverside IL 60546-1520	Riverside IL 60546-1520	
+1 708 4474211	+1 708 4474211	

	AIS	Total	SR's
18	647	647	0
Total	647	647	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
121667	Prime	HICKORY HILLS IL, PROJ.#15-589 SANITARY SEWER REHAB	JC	\$206,216.50	\$209,827.30

Project Manager	Bid Date	Project Close Date
Niles, Shaun Michael	08-04-2016	12-08-2016
Customer	Owner	
City of Hickory Hills, IL	City of Hickory Hills, IL	
8652 W 95th Street	8652 W 95th Street	
Cook	Cook	
Hickory Hills IL 60457-1700	Hickory Hills IL 60457-1700	
+1 708 5984800	+1 708 5984800	

	AIS	Total	SR's
8	4,956	4,956	0
10	321	321	
12	811	811	
15	481	481	
Total	6,569	6,569	

J.C. Dillon, Inc.
P.O. Box 3590
Peoria, IL 61612

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Pekin
111 South Capitol Street
Pekin, IL 61554

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	2/20/18

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: _____

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

Washington Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	276	\$ 235.00	\$ 64,860.00
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$ 4,400.00	\$ 8,800.00
3	Sewer Lining Transition from 24" to 30"	EA	1	\$ 3,600.00	\$ 3,600.00
Total Base Bid Unit Price Items					\$ 77,260.00

Park Avenue

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	30" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	260	\$ 275.00	\$ 71,500.00
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$ 4,400.00	\$ 8,800.00
Total Base Bid Unit Price Items					\$ 80,300.00

4th Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	600	\$ 130.00	\$ 78,000.00
2	Sanitary Sewer Manhole Relining Complete	EA	3	\$ 4,400.00	\$ 13,200.00
Total Base Bid Unit Price Items					\$ 91,200.00

Grand Total of all 3 bids

\$248,760.00

Attachment: J. C. DILLON INC BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

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

- 6.01 It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 11100 – GENERAL REQUIREMENTS, Item 1.3B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 11100 – GENERAL REQUIREMENTS and SECTION 01300 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1	02958	Manhole Lining System	Quadex

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 9 – DEFINED TERMS

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

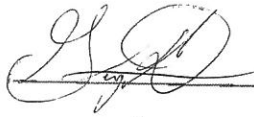
ARTICLE 10 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]*

J.C. Dillon, Inc.

By:
[Signature]

[Printed name]

Chris Dillon

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*Attest:
[Signature]

[Printed name]

Guy Dillon

Title:

P.M.

Submittal Date:

3/2/18

Address for giving notices:

PO Box 3590

Peoria, IL. 61612

Telephone Number:

309-689-1596

Fax Number:

309-689-1599

Contact Name and e-mail address:

Chris Dillon / chrisdillon@jcdilloninc.com

Bidder's License No.:

(where applicable)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL
WASHINGTON ST., PARK AVE., 4TH ST., & 5TH ST SEWER LINING

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

1. All manholes are brick, so they are all slightly different. The manholes are cone-shaped, with the base of the manholes being larger and the top being 24" diameter to meet the lid. A few of the manholes are 24" diameter for a few feet down before they cone out to a larger size. If you wish to inspect the manholes or you would like to see a video of the manholes, please let us know.

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

Acknowledged by : Chris Della

Date: 5/8/18

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

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

J.C. Dillon, Inc.
1515 W Luther Drive
Peoria, IL 61612

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:
(Name, legal status and address)

City of Pekin
111 S Capitol Street
Pekin, IL 61554

BOND AMOUNT: Five Percent of Accompanying Bid (5% of Bid)

PROJECT:
(Name, location or address, and Project number, if any)

Sewer Lining Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

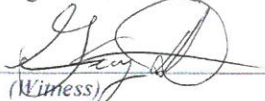
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 2nd day of March, 2018


(Witness)

J.C. Dillon, Inc.

(Principal)


(Title)

Hudson Insurance Company

(Surety)


(Title) David A. Kotula,

Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Attachment: J. C. DILLON INC BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

"OFFICIAL SEAL"
BRANDIE CATLIN
Notary Public, State of Illinois
My Commission Expires 03/31/2018

Brandie Catlin
(Notary Public in and for the Above County and State)

My Commission Expires 03/31/2018



BID BOND POWER OF ATTORNEY

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

David A. Kotula
of the State of Illinois

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

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed on this 1st day of August, 20 17 at New York, New York.



Attest.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

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

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of August, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



STATE OF NEW YORK
COUNTY OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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



In witness the hand of the undersigned and the seal of said Company this 2nd day of March, 20 18.

By.....
Dina Daskalakis, Corporate Secretary

G:\Underwriting\Underwriter Files\Surety\General Surety\Powers & Seals\Powers\POA templates\Word version\Form Bid 8 2010 (v9).doc

Attachment: J. C. DILLON INC BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

Packet Pg. 72[illegible]

**BID FORM
CITY OF PEKIN, IL**

Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Pekin
111 South Capitol Street
Pekin, IL 61554

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
#1	No date, attached

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: 2-27-18 & 3-2-18

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

EJCDC® C-410, Bid Form for Construction Contracts.

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- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

Washington Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	276	\$ 133. ⁰⁰	\$ 36,708. ⁰⁰
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$ 4,460. ⁰⁰	\$ 8,920. ⁰⁰
3	Sewer Lining Transition from 24" to 30"	EA	1	\$ 1,600. ⁰⁰	\$ 1,600. ⁰⁰
Total Base Bid Unit Price Items					\$ 47,228. ⁰⁰

Park Avenue

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	30" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	260	\$ 195. ⁰⁰	\$ 50,700. ⁰⁰
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$ 4,115. ⁰⁰	\$ 8,230. ⁰⁰
Total Base Bid Unit Price Items					\$ 58,930. ⁰⁰

4th Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	600	\$ 133. ⁰⁰	\$ 79,800. ⁰⁰
2	Sanitary Sewer Manhole Relining Complete	EA	3	\$ 4,480. ⁰⁰	\$ 8,960. ⁰⁰
Total Base Bid Unit Price Items					\$ 88,760. ⁰⁰

Attachment: HOERR CONSTRUCTION BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

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

- 6.01 It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 11100 – GENERAL REQUIREMENTS, Item 1.3B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 11100 – GENERAL REQUIREMENTS and SECTION 01300 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1	02958	Manhole Lining System	Spectra Tech

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 9 – DEFINED TERMS

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

ARTICLE 10 – BID SUBMITTAL

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

Hoerr Construction Inc.

By:
[Signature]

Max P. Hoerr II

[Printed name]

Max P. Hoerr II

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*Attest:
[Signature]

Robert J. Kilbade

[Printed name]

Robert J. Kilbade

Title:

Vice-President

Submittal Date:

3-2-18

Address for giving notices:

PO Box 65

Woodfield, IL 61742

Telephone Number:

309-691-6653

Fax Number:

309-508-7990

Contact Name and e-mail address:

Max Hoerr II

info@hoerr.com

Bidder's License No.:

(where applicable)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL
WASHINGTON ST., PARK AVE., 4TH ST., & 5TH ST SEWER LINING

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

1. All manholes are brick, so they are all slightly different. The manholes are cone-shaped, with the base of the manholes being larger and the top being 24" diameter to meet the lid. A few of the manholes are 24" diameter for a few feet down before they cone out to a larger size. If you wish to inspect the manholes or you would like to see a video of the manholes, please let us know.

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

Acknowledged by : Michael Guerra

Date: 3-2-18

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



BID BOND

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

BIDDER (Name and Address):

Hoerr Construction Inc.
P O Box 65
Goodfield, IL 61742

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

West Bend Mutual Insurance Company
1900 S 18th Avenue
West Bend, WI 53095

OWNER (Name and Address):

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

BID

Bid Due Date: 3/2/2018

Description: Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

BOND

Bond Number:

Date: 3-2-18

Penal sum Five percent of amount bid-----

\$

(Words)

(Figures)

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

BIDDER

Hoerr Construction Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

West Bend Mutual Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Blake E Allison

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Attorney-in-Fact



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

State of Illinois

} ss:
County of Macon

On 2nd day of March , 2018 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

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

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

Glenda Hoffman
(Notary Public)





THE SILVER LINING®

Bond No. 2377677

POWER OF ATTORNEY

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

Blake E Allison

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

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

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

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

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 2nd day of March, 2018.



Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

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

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

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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

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

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**BID FORM
CITY OF PEKIN, IL**

Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Pekin
111 South Capitol Street
Pekin, IL 61554

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	02/28/18
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Confirmation of this Site Inspection is hereby acknowledged.

Site Visit(s) Conducted on: 02/27/18

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

EJCDC® C-410, Bid Form for Construction Contracts.

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Attachment: SAK BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

Washington Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	276	\$ 190.00	\$ 52,440.00
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$ 4,275.00	\$ 8,550.00
3	Sewer Lining Transition from 24" to 30"	EA	1	\$ 1,500.00	\$ 1,500.00
Total Base Bid Unit Price Items					\$ 62,490.00

Park Avenue

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	30" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	260	\$ 202.00	\$ 52,520.00
2	Sanitary Sewer Manhole Relining Complete	EA	2	\$ 3,950.00	\$ 7,900.00
Total Base Bid Unit Price Items					\$ 60,420.00

4th Street

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	24" Tear Drop Equivalent Sanitary Sewer Cleaning, Televising, Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	600	\$161.50	\$96,900.00
2	Sanitary Sewer Manhole Relining Complete	EA	3	\$4,290.00	\$12,870.00
Total Base Bid Unit Price Items					\$109,770.00

Attachment: SAK BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

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

- 6.01 It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 11100 – GENERAL REQUIREMENTS, Item 1.3B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 11100 – GENERAL REQUIREMENTS and SECTION 01300 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1	02958	Manhole Lining System	SpectraShield

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

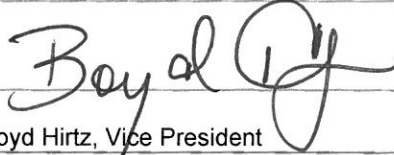
ARTICLE 9 – DEFINED TERMS

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

ARTICLE 10 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]*

SAK Construction, LLC

By:

[Signature]*[Printed name]*

Boyd Hirtz, Vice President

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

Attest:

[Signature]*[Printed name]*

Steve Stulce

Title:

Assistant Secretary

Submittal Date:

March 2, 2018

Address for giving notices:

864 Hoff Road

O'Fallon, MO 63366

Telephone Number:

636-385-1000

Fax Number:

636-385-1100

Contact Name and e-mail address:

Boyd Hirtz

bidcippc@sakcon.com

File
Bidder's License No.:

0231104-6

(where applicable)



BID BOND

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

BIDDER (Name and Address):

SAK Construction, LLC
864 Hoff Road, O'Fallon, MO 63366

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

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER (Name and Address):

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

BID

Bid Due Date: 3/2/2018

Description: Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

BOND

Bond Number: N/A

Date: March 2, 2018

Penal sum	<u>Five Percent of the Amount Bid</u>	<u>\$5% of the Amount 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

SAK Construction, LLC

Bidder's Name and Corporate Seal

By:

Signature

Boyd Hirtz
Print Name

Vice President
Title

Attest:

Signature

Title Ryan Hogenmiller, Witness

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Amanda L. Williams
Print Name

Attorney-in-Fact
Title

Attest:

Signature

Title Ashley Miller, Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF Missouri }
 COUNTY OF St. Charles }

ON THE 2nd DAY OF March, 2018, BEFORE ME
 PERSONALLY APPEARED Boyd Hirtz TO ME KNOWN AND
 KNOWN TO ME TO BE THE Vice President OF SAK Construction, LLC,
 A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE
 FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
 EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
 HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED
 LIABILITY COMPANY.



THERESA H. MESSER
 My Commission Expires
 March 30, 2019
 St. Charles County
 Commission #15634377

Theresa H. Messer
 Notary Public

State of Missouri
County of St. Louis

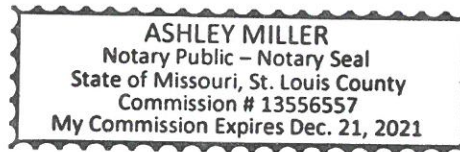
On 3/02/2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Amanda L. Williams known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

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

Ashley Miller, Notary Public



My Commission Expires: _____

Attachment: SAK BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **2** day of **March**, 2018



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

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

Attachment: SAK BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

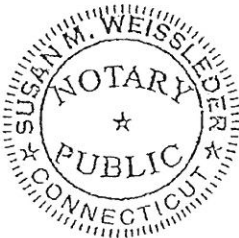
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 23,923,843	UNEARNED PREMIUMS	\$ 879,381,216
BONDS	3,472,067,233	LOSSES	758,091,002
STOCKS	321,318,705	LOSS ADJUSTMENT EXPENSES	224,272,289
INVESTMENT INCOME DUE AND ACCRUED	42,069,024	COMMISSIONS	39,769,777
OTHER INVESTED ASSETS	3,108,073	TAXES, LICENSES AND FEES	13,875,052
PREMIUM BALANCES	217,181,397	OTHER EXPENSES	42,557,946
NET DEFERRED TAX ASSET	69,571,968	CURRENT FEDERAL AND FOREIGN INCOME TAXES	11,351,548
REINSURANCE RECOVERABLE	23,137,819	REMITTANCES AND ITEMS NOT ALLOCATED	9,443,140
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,917,816	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	73,697,600
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,661,930	RETROACTIVE REINSURANCE RESERVE ASSUMED	977,978
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	593,147	POLICYHOLDER DIVIDENDS	9,082,602
OTHER ASSETS	6,199,678	PROVISION FOR REINSURANCE	3,555,060
		ADVANCE PREMIUM	1,786,267
		PAYABLE FOR SECURITIES	3,948,166
		PAYABLE FOR SECURITIES LENDING	6,917,816
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,818,735
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	686,744
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,349,281
		TOTAL LIABILITIES	\$ 2,107,562,219
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,647,905,524
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,088,189,284
TOTAL ASSETS	\$ 4,195,751,503	TOTAL LIABILITIES & SURPLUS	\$ 4,195,751,503

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2016.

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2017



Michael J. Doody
SECOND VICE PRESIDENT

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2017

Attachment: SAK BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL
WASHINGTON ST., PARK AVE., 4TH ST., & 5TH ST SEWER LINING

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

1. All manholes are brick, so they are all slightly different. The manholes are cone-shaped, with the base of the manholes being larger and the top being 24" diameter to meet the lid. A few of the manholes are 24" diameter for a few feet down before they cone out to a larger size. If you wish to inspect the manholes or you would like to see a video of the manholes, please let us know.

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

Acknowledged by : Boyd Hirtz Date: 03/01/18
Boyd Hirtz, Vice President of SAK Construction, LLC

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



636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

List of Proposed Subcontractor(s)

David Mason & Associates – Clean/CCTV

Spectra Tech LLC – Manhole Rehabilitation

Attachment: SAK BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)

**SAK**TM*Pipeline Infrastructure. Solved.TM*

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

List of Proposed Supplier(s)

Pipenology, LLC – CIPP Liners

SpectraShield – Manhole Liner

Attachment: SAK BID SEWER LINING (1347 : Sewer Lining Bids for Washington, Park and 4th)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 6, 2018

From: Michael Guerra, City Engineer

Michael Guerra, City Engineer

AGENDA ITEM: MS4 Presentation for 2018

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: Annual report of the City's National Pollution Discharge Elimination System (NPDES) for Discharges from Small Municipal Separate Storm Sewer Systems (MS4)

DESCRIPTION: This presentation and report is to allow for public input on the City's MS4 program. The City's program is required by the City's NPDES ILR40 permit which stipulates annual report to allow for public input. The MS4 program includes maintenance of the storm sewers and drainage system in the City of Pekin. This does not include the waste water treatment plant, combination sewers or sanitary sewers.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: Allows resident to provide input to the City on the MS4 permit

IMPACT IF APPROVED: N/A

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: Permit requirement

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

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

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

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

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

City Manager:

 Date: _____



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 5, 2018

From: Mark Rothert, Administrative Service Director

Katy Shackelford, City Planner

AGENDA ITEM: Resolution No. 82-17/18 Inducement Resolution - PAL Health Technologies II

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: Adopt Resolution.

DESCRIPTION: The attached inducement resolution is aimed at attracting the new owners of PAL Health Technologies (PAL) to re-invest at the company's former location at 1805 Riverway Drive. As you may recall, operations at PAL closed down last year. Since that time, the business was purchased through bankruptcy by two area doctors with an interest to restart the well-respected business under the new name of PAL Health Technologies II. Since the change-over, the owners of PAL have been courted by several local and state governments to relocate the business. The attached inducement resolution represents Pekin's incentive offer to financially support the re-establishment of the company in this community through tax increment finance dollars via the South Industrial Conservation Area Tax Increment District. Without the assistance of tax increment financing, the project in Pekin would not be financially feasible. This inducement resolution also serves to designate a point in time where project costs could become eligible for reimbursement through the TIF, should PAL decide to locate here. Lastly, the inducement resolution authorizes the Mayor and City Manager to negotiate and execute a mutually agreeable redevelopment agreement with PAL, given certain financial incentive limits are agreed upon by the parties (see below). PAL will make a substantial investment wherever it locates and create up to 75+ new jobs over the next five years.

FINANCIAL IMPACT: a) TIF eligible projects costs reimbursed by the City to the Developer shall not exceed \$150,000.
 b) TIF eligible job training costs reimbursed by the City to the Developer shall not exceed \$25,000. If job training match from the City is not needed as a result of CareerLink's offer, Developer can utilize this \$25,000 match toward other TIF-eligible expenses
 c) The City shall include a five-year pay-for-performance incentive based on annual certifications of employment, not to exceed an amount equivalent to the City's portion of

the property taxes levied against 1805 Riverway Drive. d) The Developer is entitled to any applicable Illinois Enterprise Zone incentives, previously approved by the State of Illinois and the City.	
NEIGHBORHOOD CONCERNS: N/A	
IMPACT IF APPROVED: Re-establishment of a closed Pekin business; creation of 75 new jobs in 5 years	
IMPACT IF DENIED: Jobs locate elsewhere; 1805 Riverway Drive remains vacant for foreseeable future	
ALTERNATIVES: N/A	
RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
✓	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	

Date:

City Manager:

Date:

Inducement Resolution No. 82-17/18
Authorizing Actions in Connection with the PAL Health Technologies II TIF
Redevelopment Project

WHEREAS, the City of Pekin, Illinois, an Illinois Home Rule Municipality (the “City”), has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration by promoting the development of private investment in property thereby increasing the real estate tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the City has heretofore approved a Redevelopment Plan and Project, defined boundaries and authorized tax increment financing for the South Industrial Conservation Area Tax Increment District (“TIF District”), pursuant to 65 ILCS 5/11- 74.4-1 *et seq.*; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to develop, redevelop, rehabilitate, market and/or upgrade such property by reimbursing for certain costs from resulting increases in real estate tax revenues (“Tax Increment”) or from other City revenues; and

WHEREAS, the City is desirous of encouraging developers pursuing plans to develop the TIF District and make the required expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowed redevelopment costs, and be subject to reimbursement if a redevelopment agreement between the City and the developer can be reached; and

WHEREAS, the City is authorized under the Act to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plans and projects and to finance redevelopment project costs provided such project costs are eligible under the Act; and

WHEREAS, PAL Health Technologies II (“Developer”), has proposed to redevelop the property commonly known as 1805 Riverway Drive, Pekin, Illinois (the “Property”), said Property being located within the TIF District, with a new project consisting of the renovation of existing property; demolition and site preparation; property acquisition (equipment); architectural, engineering, or legal services; job training; and relocation to

Pekin of an off-site business line (altogether the “Project”), resulting in the creation of up to 75 new jobs in the next five years; and

WHEREAS, redevelopment of the Project within the TIF District will entail expenditures of substantial time, effort and money and that but for the assistance of tax increment financing, the proposed Project is not financially feasible; and

WHEREAS, this Resolution is intended to induce the Developer to commence the Project and to seek reimbursement from incremental real estate tax revenue received by the City or from other sources as may be agreed to between the City and the Developer which are necessary to accomplish the goals of the TIF District Redevelopment Plan; and

WHEREAS, the City Council believes that expenditures of development costs in furtherance of the Project should be allowable project costs under the TIF District Plan and pursuant to the Act, provided that **this Resolution is not a guarantee of the amount of project costs that will be allowable, if any, but rather is an indication of the intent and sense of the City at this time.**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Pekin, Illinois, as follows:

1. That the intentions of the City of Pekin regarding this Project as expressed in the recitals herein are hereby approved; provided however, that neither such intentions, affirmations, authorizations nor such recitals are binding upon the City nor may the same be relied upon to any entity’s or person’s detriment by such entity or person whether third person or otherwise in the event that the aforementioned agreements or plans are not mutually attainable.
2. That the City Council of the City of Pekin is in favor of the proposed Project.
3. The City and the Developer shall use their best efforts to enter into a Redevelopment Agreement within 60 days.
4. The Mayor and/or City Manager are authorized to negotiate and enter into a Redevelopment Agreement with the Developer, given the following incentive conditions:
 - a) TIF eligible projects costs reimbursed by the City to the Developer shall not exceed \$150,000.
 - b) TIF eligible job training costs reimbursed by the City to the Developer shall not exceed \$25,000. If job training match from the City is not needed as a result of CareerLink’s offer, Developer can utilize this \$25,000 match toward other TIF-eligible expenses
 - c) The City shall include a five-year pay-for-performance incentive based on annual certifications of employment, not to exceed an amount equivalent to the City’s

- portion of the property taxes levied against 1805 Riverway Drive.
- d) The Developer is entitled to any applicable Illinois Enterprise Zone incentives, previously approved by the State of Illinois and the City.
5. Pursuant to Sections 5/11-74.4-4 et seq. of the Act and any Redevelopment Agreement established between the parties, future TIF eligible project costs incurred by the Developer from the date of this Resolution shall constitute an incurred obligation of the City of Pekin and reimbursed to the Developer from TIF district or other revenues of the City.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 6, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Sewer Lining For 4th, Washington and Park from 6th to 5th

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: To award the contract for the Washington St, Park Ave, 4th and 5th St. Sewer Lining Project to the low bidder of Insituform Technologies USA, LLC in the amount of \$172,040.30.

DESCRIPTION: This project is to line the combination sewers on Washington Street from 6th Street to 5th Street, Park Ave from 6th Street to 5th Street and on 4th Street from Washington to Winter Street along with lining the manholes. This is to preserve the sewers that are estimated to be over 100 years old. These sewers were selected based on the type of sewers, size of sewers and need for rehabilitation. The sewer on Washington was found to be creating a sink hole in the roadway and needed to be sealed to prevent further decay. The sewer on Park Ave. had a partial collapse at the intersection of 5th and Park that required the City to install a temporary patch approximately two years ago. 4th Street was selected as to rehabilitate and provide a stable sewer to prevent possible damage to 4th Street surface as the City invested funds to improve the roadway last year. All of these sewers and manholes are brick sewers making normal repairs difficult. Lining the sewers will allow for a new plastic pipe to be installed inside the existing pipe to provide for a stable sewer for the future.

For this project the City received four bids that ranged from \$172,040.30 to \$248,760.00. The lowest bid was approximately 18% over estimate. In reviewing the bids the City estimate was low as it was based on prices received previously for a clay pipe. Comments received from bidders during the bid process was that there is additional difficulties working with brick pipe which results the higher bids than estimate. In comparing the bids, Insituform's bid was reasonable and is recommended to award them the contract. Insituform has performed work in the City previously with lining the sewer on State Street.

FINANCIAL IMPACT: \$172,040.30 from the Wastewater Fund

NEIGHBORHOOD CONCERNS: Impacts will include the limited use of sanitary sewers for residents attached to these segments of sewers getting lined, possible minor fumes from the epoxy from the lining and reduction of lanes for traffic during installation. The residents will be notified prior to the start of the project along with receiving updates of when the installation

of the lining will occur and when they are allowed to re-use their sanitary sewer.	
IMPACT IF APPROVED: The bid will be awarded and the contracts will be signed	
IMPACT IF DENIED: The bid will not be awarded so the project will not occur.	
ALTERNATIVES: The alternate would be to reject all bids	
RELATED TO EFFICIENCY STUDY: Creation of capital plan to maintain infrastructure	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

NOTICE OF AWARD

Date of Issuance: March 12,
2018

Owner: City of Pekin, IL

Engineer: City Engineer, Mike Guerra

Project: Washington St., Park Ave.,
4th St., & 5th St. Sewer Lining

Bidder: Insituform Technologies
USA, LLC

Bidder's Address 17988 Edison Avenue
Chesterfeild, MO 63005

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 2, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

The Contract Price of the awarded Contract is: \$ 172,040.30 (Base bid and Alternate Bid)

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 4 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security Bonds and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Pekin, IL

Authorized Signature: _____

By:

Title:

Copy: Engineer

Attachment: Notice of Award Insituform (1344 : Sewer Lining For 4th, Washington and Park from 6th to 5th)

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Pekin, IL ("Owner") and
Insiturform Technologies USA, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Washington St., Park Ave., 4th St., & 5th St. Sewer Lining

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the City of Pekin ("Engineer")

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages C-610-1 to C-610-3, inclusive).
3. Payment bond (pages C-615-1 to C-615-3 inclusive).
4. Other bonds.
 - a. (pages to , inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

5. General Conditions (pages C-700-1 to C-700-65, inclusive).
6. Supplementary Conditions (pages C-800-1 to C-800-30, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings listed on the attached sheet index.
9. Addenda (number 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410-4, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive).
 - c. Current Prevailing Wage Rates.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Pekin, IL _____

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 6, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Supplemental MFT Resolution for 75-00107-20-ES

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: To adopt Resolution - a supplement Motor Fuel Tax Resolution in the amount of \$228.20 for Section 75-00107-20-ES.

DESCRIPTION: This supplemental resolution is required to document the credit the City received from the Peoria Pekin Urban Area Transportation Study (PPUATS) in 2016. The City of Pekin received a credit of \$228.19 from PPUATS on our 2016 annual share for an overpayment all communities paid in 2015. The City at that time passed a motor fuel tax (MFT) resolution for the amount owed which included the credit. The City was recently informed that the credit should have applied to the previous fiscal year and the resolution for the 2016 PPUATS share needed to be for the full amount excluding the credit. Therefore this supplemental resolution is needed to provide for the necessary documentation for the accounting procedure to change the fiscal year for the credit. There will be no additional payment required, as this is just a paperwork procedure.

FINANCIAL IMPACT: N/A this is just documentation to make an accounting correction

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The journal entry will be made to move the credit from one fiscal year to the previous year

IMPACT IF DENIED: The documentation will not be accounted for and the City may responsible to pay back the MFT account.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 84-17/18 Supplemental MFT Resolution for Section 75-00107-20-ES

MAYOR

ATTEST:

CITY CLERK



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
84-17/18	Supplemental	75-00107-20-ES

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Pekin Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+					

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

City share for Peoria Pekin Urbanized Transportation Study (PPUATS) Funding

2. That there is hereby appropriated the sum of two hundred twenty eight dollars and 20 cents

_____ Dollars (\$228.20) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sue McMillan City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Pekin in the State aforesaid, and keeper of the records and files thereof, as provided
Name of Local Public Agency
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Pekin at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date _____



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: March 7, 2018

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 83-17/18 Executive Session Meetings

AGENDA DATE REQUESTED: March 12, 2018

ACTION REQUESTED: Adopt Resolution.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Resolution No. 83-17/18 Regarding Minutes of Executive Session Meetings of the
City Council of the City of Pekin, Illinois**

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 83-17/18
A RESOLUTION REGARDING MINUTES
OF EXECUTIVE SESSION MEETINGS OF
THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS

WHEREAS, the City Council of the City of Pekin has met March 12, 2018 in closed session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, the City Council of the City of Pekin, pursuant to the provisions of Illinois Compiled Statutes, Chapter 5, Section 120/2.06 (c), has reviewed additional unreleased minutes of closed sessions and

WHEREAS, certain closed session minutes of executive meetings of the City Council of the City of Pekin are hereby released and placed on file in the office of the City Clerk of the City of Pekin and that said released minutes are available to the public on Wednesday, March 14, 2017, and

WHEREAS, the minutes of executive meetings of the Council of the City of Pekin not released are retained in order to protect the public interest or the privacy of an individual as confidential; and

WHEREAS, the minutes of executive session meetings of the City Council of the City of Pekin prior to March 12, 2018 have been approved by the City Council of the City of Pekin; and

WHEREAS, pursuant to Section 2.06 (c) of the Open Meetings Act, the Clerk of the City of Pekin is further authorized to destroy the verbatim records of closed meetings that have occurred more than eighteen (18) months from date of this Resolution.

ADOPTED AND APPROVED by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 12th day of March, 2018.

Mayor

ATTEST:

City Clerk