City of Pekin

REGULAR CITY COUNCIL MEETING
MONDAY, MARCH 8, 2021
5:30 PM

Notice is hereby given that the regular meeting of the City Council of the City of Pekin, Illinois will be held on Monday, March 8, 2021 at 5:30 p.m. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois 61554	
To join in the meeting follow this link: https://zoom.us/j/6898035689. By phone, dial in and listen to the Meeting as follows: 1-312-626-6799; then enter Meeting ID 689 803 5689. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at smcmillan@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on March 8, 2021".	
To view meeting online go to: http://pekinil.iqm2.com (click banner at the top that states "View live meeting") or Channel 22	
1.	**Pledge of Allegiance**
2.	**Call to Order**
3.	**Approve Agenda**
3.1.	Approve agenda
4.	**Approval of Minutes**
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Feb 22, 2021 5:30 PM
5.	**Public Input**
6.	**Consent Agenda**
6.1.	Accounts Payable To Be Paid Proof List thru March 5, 2021
6.2.	Financial Reports January FY2021
6.3.	Tazewell County Animal Control Billing - January 2021

6.4.	Receive and File High Point Lane Tree Removal Bids
6.5.	Receive and File Lake Kennedy Tree Removal Bids
6.6.	Resolution No. 223-20/21 Publication of the Zoning Map as of December 31, 2020 **ACTION REQUESTED:** Approve and Adopt the Resolution.
6.7.	Resolution No. 224-20/21 Mayor's Appointment of Kelly Madden to the Pekin Planning Commission
6.8.	Proclamation Supermarket Employee Day
7.	**Old Business**
7.1.	Motion to Rescind Previous Action at 2/22/21 Meeting on Site Plan Denial for 1111 Broadway Project
8.	**New Business**
8.1.	Ordinance No. 2962-20/21 Annexation of 1704 and 1706 Karo St. (Petitioner Tony LaHood) **ACTION REQUESTED:** Approve and Adopt the Ordinance.
8.2.	Resolution No. 225-20/21 Empower Health Biometric Screening Agreement **ACTION REQUESTED:** Approve and Adopt the Resolution.
8.3.	Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract to Jimax Landscaping, LLC **ACTION REQUESTED:** Approve and Adopt the Resolution.
8.4.	Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to Jimax Landscaping, LLC **ACTION REQUESTED:** Approve and Adopt the Resolution.
8.5.	Resolution No. 228-20/21 Establishing non-union Cost of Living Adjustments for FY22 Budget

	ACTION REQUESTED:	Approve and Adopt the Resolution.
8.6.	Resolution No. 229-20/21 Avanti's Dome support in the amount of $40,000 for Marketing Purposes	
	ACTION REQUESTED:	Approve and Adopt the Resolution.
8.7.	Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market	
	ACTION REQUESTED:	Approve and Adopt the Resolution.
8.8.	Resolution No. 231-20/21 Authorizing the Purchase of Additional Garbage and Recycle Carts	
	ACTION REQUESTED:	Approve and Adopt the Resolution.
8.9.	Discussion - RFP Solid Waste Collection	
8.10.	Discussion - Utilization of surplus funds for additional projects, roads, vehicles, demolition	
8.11.	Discussion - FY22 Budget Kick-Off Presentation	
9.	**City Council or Staff Reports**	
10.	**Executive Session 5 ILCS 120/2 (c) if applicable**	
11.	**Adjournment**	

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY FEBRUARY 22, 2021 AT 5:30 O'CLOCK P.M.
MARK LUFT * CHAIR * PRESIDING

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NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS WILL BE HELD ON MONDAY, FEBRUARY 22, 2021 AT 5:30 P.M. IN THE CITY HALL COUNCIL CHAMBERS, 111 SOUTH CAPITOL STREET, PEKIN, ILLINOIS 61554

TO JOIN IN THE MEETING FOLLOW THIS LINK: HTTPS://ZOOM.US/J/6898035689. BY PHONE, DIAL IN AND LISTEN TO THE MEETING AS FOLLOWS: 1-312-626-6799; THEN ENTER MEETING ID 689 803 5689. PRIOR TO THE MEETING, YOU CAN ALSO SUBMIT A PUBLIC COMMENT REMOTELY BY EMAIL, BY 3 PM THE DAY OF THE MEETING, BY SENDING AN EMAIL TO THE CITY CLERK AT SMCMILLAN@CI.PEKIN.IL.US AND INSERTING IN THE SUBJECT LINE FOR THE EMAIL "PUBLIC COMMENT FOR MEETING ON FEBRUARY 22, 2021".

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

PLEDGE OF ALLEGIANCE

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open

Meetings Act requirements, this meeting was held remotely via Zoom Meetings without an in person meeting location for the public to attend. Therefore, the provisions of the City Code regarding electronic attendance did not apply.

The Pledge of Allegiance was led by Councilmember Orrick.

The Clerk confirmed by roll call vote, that all Council Members were physically present except Councilmember Hohimer who was electronically present.

Mayor Luft read the Declaration honoring Carol Shields.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:14 PM
Rick Hilst	Councilman	Present	5:06 PM
Karen Hohimer	Councilwoman	Present	5:06 PM
Dave Nutter	Councilman	Present	5:06 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:05 PM
John P Abel	Councilman	Present	5:06 PM
Mark Luft	Mayor	Present	5:11 PM

Minutes Acceptance: Minutes of Feb 22, 2021 5:30 PM (Approval of Minutes)

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

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

APPROVAL OF MINUTES

4.1. **City Council - Regular Meeting - Feb 8, 2021 5:30 PM**

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

PUBLIC INPUT

Mayor Luft read public comments submitted by Mr. Mangan via email regarding the sale of a city lot on Elizabeth Street, the GIS department and procedures and the City Manager's weekly reports not being available online.

Mr. White spoke regarding the ordinances for the site plan approval and parking variance at 1111 Broadway. Mr. White felt that the facility should not be located in a residential neighborhood nor do the neighbors want it. Mr. White also stated that he felt it did not meet the goals of the City, increased competition, and felt it could be the City's responsibility to maintain the trees within the boundaries of the sidewalk.

Mayor Luft stated that he had received another public input that was 3 pages long and would pass it along to have their questions answered.

CONSENT AGENDA

6.1. **Accounts Payable To Be Paid Proof List thru February 19, 2021**

6.2. **Receive and File Bids for 5th St. & Washington St. Sewer Lining**

6.3. **Receive and File Request For Proposal Replacement Bus Lease Agreement**

6.4. **Declaration by Council Honoring Carol Shields**

Motion to: **Approve Consent Agenda**

Councilmember Nutter requested that Consent Agenda Item 6.4 be moved to New Business Item 8.9.

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

UNFINISHED BUSINESS

7.1. **Ordinance No. 2953-21/22 Site Plan Approval for 1111 Broadway Street**

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 2953-20/21 Site Plan Approval for 1111 Broadway Street. Mr. Rothert presented last Council meeting regarding a storage facility by Storage 5 Pekin to invest over $4M to construct indoor climate controlled storage. The location was rezoned and was coming for site plan review.

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Mr. Rothert updated Council on the letters sent out to about 30 different residents with a follow up phone call by a staff person. Not all residents responded and the opinions were mixed.

Mayor Luft reminded Council that no business had been interested in this location for the past 35 years until now and there had been a consistent tone to do something with that corner for many years. Mayor Luft spoke on the current trend of retail establishments and how the building could not be condemned.

Mr. Rothert summarized the options available. He presented the option of allowing the interested developer come in and clean up the property or to deny it to accommodate the neighbors who did not want it. He also presented the option of letting the City clean up the property or continue to put it on the radar for future developers. Mr. Rothert stated that it would cost upward of $1M to clear the site with the certain environmental concerns before it could be demolished.

City Attorney, Ms. Swise clarified that the use was not to the Council today but whether the site plan conformed to City code.

Mayor Luft pointed out that a decision could be better made if more of the community took the time to give an opinion.

Councilmember Hohimer commented on Mr. White's argument that the City already had enough storage units unoccupied but Councilmember Hohimer felt that competition was a good thing.

Councilmember Orrick pointed out that the pictures were just of the storage units and expressed doubts that additional storage sheds or building would be built by the establishment in the future. Councilmember Orrick stated his vote was against the site plan.

Councilmember Nutter expressed to Council that the vote was on the site plan but the discussion from Council was about the use and buildings. Councilmember Nutter stated that the residents do not want it there.

Councilmember Garrison agreed with Councilmembers Orrick and Nutter, stating that the public did not want it.

Mr. Rothert announced that the developers were on the line.

RESULT:	**FAILED [1 TO 6]**
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Karen Hohimer
NAYS:	Garrison, Hilst, Nutter, Orrick, Abel, Luft

7.2. Ordinance No. 2954-21/22 Parking Variance Request 1111 Broadway Street

A motion was made by Councilmember Abel to approve adopt Ordinance No. Ordinance No. 2954-21/22 Parking Variance Request 1111 Broadway Street. Motion died due to lack of a second.

NEW BUSINESS

8.1. Motion to Layover Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code to the Second Meeting in April

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RESULT:	**POSTPONED [UNANIMOUS]**
	Next: 4/26/2021 5:30 PM
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Dave Nutter, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.2. Ordinance No. 2961-20/21 Codification of the City of Pekin's City Code

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 2961-20/21 Codification of the City of Pekin's City Code. Mr. Rothert explained the request stating that the purpose was to reorganize the City Code as it exists to a more manageable online document that was easily accessible. Mr. Rothert explained that the code had been edited and reorganized but was not a large overhaul. He stated that the code would be regularly supplemented but the book was only updated to November 25, 2019.

City Attorney, Ms. Kate Swise, added that the City had purchased quarterly updates but more frequent updates would not change the cost. The City would pay a monthly fee for online maintenance.

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

8.3. Policy No. 24-20/21 Non-Union Employees Cost of Living Adjustments

Motion to: **Approve and Adopt Policy No. 24-20/21 Non-Union Employees Cost of Living Adjustments**

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Policy No. 24-20/21 Non-Union Employees Cost of Living Adjustments. Mr. Rothert explained that the policy request came from Councilmember Orrick requesting that non-union employee cost of living adjustments be broken out and approved by Council before the budget process. Mr. Rothert explained that historically the City Manager places these adjustments in the budget.

Mayor Luft thanked Mr. Rothert for changing the method.

Council discussed the types of cost of living adjustments, .5% step increases for non-union employees, and how it affects base salaries.

Mr. Rothert stated that the request was just to approve the policy not to approve any raises.

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

8.4. Resolution No. 218-20/21 Award Replacement Bus Lease to Midwest Transit Equipment, Inc.

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 218-20/21 Award Replacement Bus Lease to Midwest Transit Equipment, Inc. Mr. Rothert read the request and stated that the item was just a routine lease agreement for operation of the school bus system.

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Councilmember Nutter spoke in favor of the agenda item and thanked Mr. Rothert for answering his questions regarding the lease.

Council discussed the 3 spare buses, how the handicap seating worked and the model year of each.

Fleet Manager, Mr. Dan Jost, spoke regarding the reconditioned buses, past corrosion issues, receiving a new set of tires and breaks with this lease agreement, and receiving a service technician twice a week along with warranty miles.

RESULT:	**ADOPTED [6 TO 1]**
MOVER:	Michael Garrison, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.5. Resolution No. 219-20/21 Award 5th St. & Washington St. Sewer Lining Contract to Insituform

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 219-20/21 Award 5th St. & Washington St. Sewer Lining Contract to Insituform. Mr. Rothert summarized the request stating that staff recommended awarding the contract to Insituform in the amount of $106,650.80. The project included lining the combination sewer on 5th Street from Washington to McLean and on Washington Street from 5th to Bacon to secure the 100 plus year old brick sewers from deterioration and to extend the life of the sewer. Mr. Rothert continued to explain that 3 bids were received with Insituform being the low bid.

Councilmember Hilst stated that in looking at the pictures in the packet a fair portion would go under 5th Street.

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

8.6. Resolution No. 220-20/21 Approve Lease Agreement with Ameren Electric for Access to Lake Kennedy Debris & Trash Reduction Project

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 220-20/21 Approve Lease Agreement with Ameren Electric for Access to Lake Kennedy Debris & Trash Reduction Project. Mr. Rothert explained the request and stated in order to access the Brentwood Ditch as it entered Lake Kennedy on the north side of Pekin for a future construction project aimed at reducing the amount of trash, debris and silt entering Lake Kennedy, staff requested an easement from Ameren Electric. Due to the proximity of a large electric transmission tower, Ameren preferred a lease agreement rather than an easement. Ameren agreed to sign the lease agreement to allow the City to access their property at no cost. Mr. Rothert added that Ameren would not allow any work to be completed within 30 feet of their transmission structure and Ameren would be allowed to review any plans prior to construction.

Councilmember Orrick questioned whether there would be enough room to access the ditch and when the plans would be ready.

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City Engineer, Ms. Josie Esker, answered that there was enough room to stay away from their transmission line and plans would be ready as soon as approval was received from DNR and US Army Corps of Engineers.

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

8.7. Resolution No. 221-20/21 Approve Extension of License Agreement with Illinois Department of Natural Resources for Storm Sewer Outfall at Jane Street

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 221-20/21 Approve Extension of License Agreement with Illinois Department of Natural Resources for Storm Sewer Outfall at Jane Street. Mr. Rothert explained that the resolution was to approve a five year extension of an existing agreement with the Illinois Department of Natural Resources for the purpose of maintaining and operating the existing 42" storm sewer and outfall structure at Jane Street.

Councilmember Nutter questioned whether the City would receive a discount.

City Engineer, Ms. Josie Esker, stated that no discount would be given.

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

8.8. Resolution No. 222-20/21 Retroactive payment of 2% Cost of Living Adjustment for Non-Union Employees

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt Resolution No. 222-20/21 Retroactive payment of 2% Cost of Living Adjustment for Non- Union Employees. Mr. Rothert explained that the Fiscal Year 2020-2021 budget was finalized in 2020 with the anticipation of negative effects that the COVID-19 pandemic could have on City finances. The City had scaled back both its revenues and expenditures with the adoption of a balanced budget. Mr. Rothert continued to explain that as part of the scale back of expenditures, 33 non-union employees had not received a cost of living adjustment or increase to their wages from the rate they were paid in Fiscal Year 2019-2020. Other employees of the City represented by a bargaining unit received contractually agreed upon salary increases. Mr. Rothert stated that actual revenues held up well and it was anticipated that along with State grant funding the City would end its year with a surplus. The City recommended a retroactive cost of living adjustment of 2% to non-union members to compensate them in line with other city employees. Mr. Rothert added that cost of that impact of the 2% retroactive Cola would be $55,526 that would come from various personnel line items.

Councilmember Orrick spoke in favor of the agenda item and confirmed that the adjustment was based on hours of worked during the year.

Mr. Rothert confirmed and stated that employees hired during the current fiscal year were not receiving the adjustment.

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Councilmember Nutter discussed the impact on withholdings and that the adjustment was actually more than the $55K.

Mr. Rothert explained that it was the base pay amount and it would be more than $55K due to the withholdings. The formula used included Cola figures, what Council approved for adjustments for other employees and averaged the percentage to roughly 2%.

Councilmember Nutter stated that he did not agree with the formula used to calculate the adjustment and felt that giving non-union employees one week of paid vacation in lieu of taking a vacation was the offset for not receiving an adjustment.

Mr. Rothert disagreed with Councilmember Nutter's remarks and felt that non-union employees were just as valuable and deserved consideration.

Councilmember Hilst felt that having non-union employees negotiate contracts for union employees was a conflict of interest if non-union employee salaries were based on union contracts. Councilmember Hilst also felt it was unfair that non-union employees received a payout for one week of vacation and union employees did not.

Mr. Rothert countered that the use of union contract increases was only a comparable along with a mix of Cola, Labor Union of Statistics, CIW and CPIU and finding a common ground. Mr. Rothert stated that the non-union adjustment was not based off of union contracts.

Councilmember Hilst continued the discussion and stated that the anticipation of the City having a surplus in the budget was not guaranteed and any surplus should go to paying back other funds that were transferred to support the general fund to support streets.

Councilmember Nutter stated that the request should come to Council at the end of the fiscal year so that the any adjustment could be based on facts rather than assumption of a surplus and unknown future expenses. Councilmember Nutter also pointed out that the City Manager was the only contracted employee with an automatic 2% salary adjustment and that he had not been evaluated yet. Councilmember Nutter suggested using any surplus for roads or anything else the City was short on funds with.

Mr. Rothert explained that the City was heading into budget season and viewed the adjustment and next fiscal years' budget as separate issues. Mr. Rothert continued to explain that the City received $1.4M from the State of Illinois Cares Act funding and part of that reimbursement was for personnel. Mr. Rothert was confident that the surplus was going to happen and that non-union employees negotiating union contracts was not a conflict of interest. Mr. Rothert stated that employees rely on the City having their backs, looking out for their best interests and this was a way to show some appreciation for working long hours and their hard work during the pandemic. Mr. Rothert also stated that discussion was needed on the surplus issue and clearer understanding of the fund balance policy.

Councilmember Hilst confirmed that if approved the non-union employee adjustment would get paid out of one check for the last 10 months.

Councilmember Orrick stated that a budget crunch was started when COVID hit and the City survived. Councilmember Orrick felt it was time to pay the

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employees back and if pay raises stopped the City would be looking for new employees that would probably be less capable. Councilmember Orrick supported the request and was confident that the City could make it work.

Mr. Rothert expressed to Council that he was open to finding a formula that worked best for everyone.

Councilmember Garrison pointed out that all the statistics were understated by not taking into effect groceries, the price of housing and gasoline. Councilmember Garrison felt the City was short changing employees with a 2% increase and the City was not paying employees what they are actually worth.

RESULT:	**ADOPTED [6 TO 1]**
MOVER:	Dave Nutter, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.9. Ordinance No. 2959-21/22 Site Plan Approval for 14th and Koch Street

A motion was made by Councilmember Nutter, seconded by Councilmember Abel, to approve and adopt Ordinance No. 2959-21/22 Site Plan Approval for 14th and Koch Street.

Councilmember Nutter requested a discussion regarding the site plan to clarify the confusion of what was presented at the Planning Commission. Councilmember Nutter questioned if there was supposed to be engineering drawings with the site plan.

City Engineer, Ms. Josie Esker, stated that she did not believe it was required for the Planning Commission but was required for permits. Ms. Esker did not believe the site plan was ready at the time of the Planning Commission meeting.

Mr. Rothert explained that most items do not need to come to Council for site plan approval if it was allowed to be built by zoning right per the code.

Councilmember Nutter requested clarification on how an item comes from Planning Commission with no site plan to Council with a site plan.

City Attorney, Ms. Kate Swise, explained that most site plans do not need to come to Council although she stated that the code could be clearer. Ms. Swise said that certain things in the code like PUD, residential development and certain special uses do need to come to Council for site plan approval, but in general if there was no special use, it did not need to go to Council. Ms. Swise explained that the site plan was to be approved by Council per the provision in the code because it adjoined residential development and approval was for the purpose of an overall concept.

Councilmember Hilst stated that the packet included requirements for the site plan but they were not there so he could not approve something that was not there.

Ms. Esker clarified that Council was not being asked to approve every detail of the site plan, as the City had staff to do that, the Council was being asked to approve the overall concept.

Councilmember Hilst voiced concern that Council approved a site plan for a car wash that included a staff checklist with a box checked for a sidewalk but no sidewalk was built.

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Ms. Esker explained that the intersection with the Court Street design had to be significantly raised and it did not make sense to put in a sidewalk as it would have to be torn out.

Mr. Rothert, suggested to make it easier for Council and not have staff bring site plan's for Council approval and allow administrative approval.

Councilmember Orrick stated that 1111 Broadway would have happened without Council approval if not brought forward.

Councilmember Hohimer stated she made a phone call to find out why Council needed to approve the site plan ahead of time to avoid a lengthy discussion that had an easy answer.

Mr. Rothert stated that one of the challenges of Council was deciding whether Council could divorce themselves from thinking whether it was a good project or not.

Mayor Luft stated it would be safer for staff to bring all the site plans to Council instead of the attorney stating the reason for each coming to Council. Mayor Luft explained that no one is going to spend $10-$15K on engineering drawings before approval to do a project.

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Dave Nutter, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
ABSTAIN:	Rick Hilst

CITY COUNCIL OR STAFF REPORTS

City Attorney, Ms. Kate Swise, clarified for Councilmember Hilst that she misspoke on the structure of Municode. Ms. Swise stated that the monthly fee was for the online hosting stayed the same regardless of updates. The physical code was a per page charge.

Councilmember Hilst questioned Mr. Rothert on who made the decision that the City was not to plow city alleyways because he felt it was Council policy and it was not brought to the Council.

Mr. Rothert stated that the City had not historically plowed alleys over the last several years. Mr. Rothert stated more manpower, salt and trucks would be needed to do all alleys. Mr. Rothert stated that it could be added to the next budget session if requested.

Councilmember Hilst continued to discuss plowing the alley between S. Capitol and Walnut and stated that it was a safety concern.

Mr. Rothert questioned whether the alley he was referring to was the alley Councilmember Hilst lived on. Mr. Rothert stated that the City was not going to do favors for everyone and if his alley was plowed the City would have to plow all the alleys. Mr. Rothert stated that the City had to provide services fairly and equitably across the City. Mr. Rothert explained that the City was limited on manpower and resources and would be happy to look at an alley clearing program should Council desire.

Councilmember Hilst continued the discussion with Mr. Rothert regarding salting and plowing the alley. Mr. Rothert added that the City had not received any other complaints regarding the alley.

Councilmember Hilst requested that Council give consensus to give direction to the City Manager to put out an RFP for garbage collection that included a City bid.

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Mr. Rothert stated that the City had a contract with the landfill until 2025.

Councilmember Nutter and Councilmember Orrick spoke in support of going out for an RFP for garbage collection.

Council continued the discussion regarding the possible details of the RFP.

Mayor Luft reminded Council that a motion was made that was layed over on how the City wanted to restructure solid waste pickup. Mayor Luft stated that the restructuring needed to be decided before putting out an RFP.

Council circled back to the discussion regarding the plowing of alleyways. Mayor Luft reminded Council that members could request any item for discussion to go on the agenda or could make a motion. Mayor Luft suggested that Councilmembers first utilize staff on answering questions about how many alleys there were in the City and what the cost of salt would be to salt those alleys. It could then be brought up for discussion to be resolved in the budget.

Councilmember Nutter questioned the public input that would be passed along.

Mr. Rothert said that questions were submitted from Mr. Teddy Golden and that they would get answered.

Mr. Rothert stated that any proposed code changes should be sent to Ms. Swise and himself.

Councilmember Nutter announced that it was a day of recognition for POW's and MIA's.

Mayor Luft announced that it was a great day for Pekin this evening as he had the privilege and the honor to bring in a new Fire Chief and Deputy Fire Chief to our family. Mayor Luft was proud of them both and looked forward to watching them grow.

Mr. Rothert stated that a press release would be issued regarding the Fire Chief and Deputy Chief. Also, Mr. Rothert stated that the Utility Assistance Program began today and was on the website with links to apply.

Mayor Luft announced that no action would be taken after Executive Session.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 11. LITIGATION AND 6. SETTING OF A PRICE FOR SALE OF CITY OWNED PROPERTY

A motion was made by Councilmember Nutter, seconded by Councilmember Abel, to move into Executive Session to discuss ILCS 120/2 (c) 11. Litigation and 6. Setting of a Price for Sale of City Owned Property at 7:37 PM. On roll call vote all present voted Aye. Motion carried.

Mayor Luft announced that no action would be taken at the conclusion of Executive Session.

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Orrick to adjourn seconded by Council Member Abel. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:05 P.M.

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REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Roy Beckham,**

AGENDA ITEM:	Accounts Payable To Be Paid Proof List thru March 5, 2021

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
Printed: 03/04/2021 - 7:44AM
Batch: 00017.02.2021 - missy1 3-5-21



City Of Pekin
111 S. Capitol
Pekin, IL 61554

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
AAA Certified Confidential Security Corp 10891									
87532	1/29/2021	46.00	0.00	03/05/2021				No	0
100-990-569000 Other Contractual Service				paper shredding at city hall 1/27/21					
87532 Total:		46.00							
AAA Certified Confidentia		46.00							
Advance Auto Parts 12965									
1623	2/23/2021	53.56	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				wiper blades for squad 5146					
1623 Total:		53.56							
3196	2/4/2021	38.99	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				differential shim kit for rescue 5					
3196 Total:		38.99							
3252	2/5/2021	59.37	0.00	03/05/2021				No	0
223-026-534000 Automotive Expense				oil filters for rc2 and stock					
3252 Total:		59.37							
3289	2/8/2021	32.24	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				wheel bearings for rescue 5					
3289 Total:		32.24							

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label / Reference	Type	PO #	Close PO	Line #
3398 231-031-534000 Automotive Expense	2/11/2021	161.91	0.00	03/05/2021 starter for wwtp 004				No	0
3398 Total:		161.91							
3403 501-501-534000 Automotive Expense	2/11/2021	35.91	0.00	03/05/2021 headlight bulbs bus 1805 and stock				No	0
3403 Total:		35.91							
3417 231-031-534000 Automotive Expense	2/11/2021	6.28	0.00	03/05/2021 oil filter for wwtp004				No	0
3417 Total:		6.28							
3447 100-034-534000 Automotive Expense	2/12/2021	27.40	0.00	03/05/2021 oil/air filters for rescue 5				No	0
3447 Total:		27.40							
3483 501-501-534000 Automotive Expense	2/15/2021	10.04	0.00	03/05/2021 jumper clamps				No	0
3483 Total:		10.04							
*** **3506** 100-761-534000 Automotive Expense	2/16/2021	93.96	0.00	03/05/2021 tie rod ends for squad 5146				No	0
3506 Total:		93.96							
3558 699-070-534000 Automotive Expense	2/17/2021	3.88	0.00	03/05/2021 heater hose unions for tchs #15				No	0
3558 Total:		3.88							
*** **3704** 501-501-534000 Automotive Expense	2/22/2021	80.00	0.00	03/05/2021 Refrigerant				No	0
*** **3704** 223-023-534000 Automotive Expense	2/22/2021	80.00	0.00	03/05/2021 Refrigerant				No	0
*** **3704** 100-761-534000 Automotive Expense	2/22/2021	80.00	0.00	03/05/2021 Refrigerant				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
3704 Total:		240.00							
3820	2/24/2021	74.16	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				fuel filters for rescue 2					
3820 Total:		74.16							
4300	2/17/2021	1.94	0.00	03/05/2021				No	0
699-069-534000 Automotive Expense				heater hose union for tchs #15					
4300 Total:		1.94							
4950	2/11/2021	6.89	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				limited slip additive for rescue 5					
4950 Total:		6.89							
5289	2/21/2021	57.95	0.00	03/05/2021				No	0
699-069-534000 Automotive Expense				vent visor for vmf 5077					
5289 Total:		57.95							
Advance Auto Parts Total:		904.48							
Allegra Print & Imaging									
10016									
62739	2/23/2021	74.00	0.00	03/05/2021				No	0
100-034-551000 Printing And Publications				business cards for Chief and D.C. tr					
62739 Total:		74.00							
Allegra Print & Imaging To		74.00							
Alpha Studios									
14131									
*** **01042021**	1/4/2021	100.00	0.00	03/05/2021				No	0
261-319-511500 Econ Development Assist				small business grant					

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
01042021 Total:		100.00							
Alpha Studios Total:		100.00							
Altorfer Inc									
10019									
arpy630876	1/26/2021	-223.26	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				credit for payment pc330167171					
arpy630876 Total:		-223.26							
pc020645003	2/18/2021	77.14	0.00	03/05/2021				No	0
231-033-522400 General Supplies				hydraulic hose for TYMCO sweeper					
pc020645003 Total:		77.14							
Altorfer Inc Total:		-146.12							
Amazon									
10020									
437583645479	1/27/2021	495.34	0.00	03/05/2021	COVI-D019	expense		No	0
501-501-522400 General Supplies				thermometers and masks for employees					
437583645479 Total:		495.34							
446499977888	1/21/2021	252.48	0.00	03/05/2021				No	0
100-068-522400 General Supplies				paper towels					
446499977888 Total:		252.48							
447369397447	1/21/2021	76.90	0.00	03/05/2021				No	0
100-761-519000 Training And Education				book and study guide police supervision					
447369397447 Total:		76.90							
448846559895	1/24/2021	89.99	0.00	03/05/2021				No	0
100-009-599802 Computer Hardware				HID reader					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
448846559895 Total:		89.99							
464998458895	2/9/2021	177.60	0.00	03/05/2021				No	0
501-501-534000 Automotive Expense				jumper cables					
464998458895 Total:		177.60							
465465867977	1/25/2021	45.55	0.00	03/05/2021				No	0
100-068-522400 General Supplies				cleaning supplies					
465465867977 Total:		45.55							
468446699464	1/14/2021	54.97	0.00	03/05/2021				No	0
100-009-599802 Computer Hardware				ipad case for council member					
468446699464 Total:		54.97							
468748778883	1/30/2021	190.87	0.00	03/05/2021				No	0
100-009-599802 Computer Hardware				video capture card					
468748778883 Total:		190.87							
476868863778	1/11/2021	420.67	0.00	03/05/2021	COVI-D019	expense		No	0
501-501-522400 General Supplies				masks and batteries for employees and buses					
476868863778 Total:		420.67							
559545757659	2/1/2021	93.07	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				hydraulic filters for engine 2					
559545757659 Total:		93.07							
568983638379	1/26/2021	26.99	0.00	03/05/2021				No	0
100-009-599802 Computer Hardware				patch panel for koch street					
568983638379 Total:		26.99							
576355548339	1/7/2020	54.88	0.00	03/05/2021				No	0
100-034-522400 General Supplies				gear hangers					
576355548339 Total:		54.88							

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
587363439357 100-763-529000 Equipment	1/25/2021	77.19	0.00	03/05/2021 3 flash drives/10 packs				No	0
587363439357 Total:		77.19							
588745567334 100-068-522400 General Supplies	1/26/2021	64.99	0.00	03/05/2021 disposable nitrile gloves	COVI-D019	expense		No	0
588745567334 Total:		64.99							
597434985584 100-763-522400 General Supplies	2/3/2021	92.91	0.00	03/05/2021 hard travel case for logitech				No	0
597434985584 Total:		92.91							
639638474754 100-763-529000 Equipment	12/6/2020	-46.88	0.00	03/05/2021 refund on 2 locking sytem holster forks				No	0
639638474754 Total:		-46.88							
643533557698 100-009-599802 Computer Hardware	1/26/2021	291.35	0.00	03/05/2021 network cabling supplies for koch street project				No	0
643533557698 Total:		291.35							
694383739737 100-034-520200 Office Supplies	1/10/2020	246.00	0.00	03/05/2021 cross cut paper				No	0
694383739737 Total:		246.00							
696659987496 100-068-534200 Buildings And Grounds Rep	1/22/2021	690.83	0.00	03/05/2021 911 sound proofing police supply				No	0
696659987496 Total:		690.83							
734378699993 100-068-534200 Buildings And Grounds Rep	1/11/2021	1,033.90	0.00	03/05/2021 touchless water fountain	COVI-D019	expense		No	0
734378699993 Total:		1,033.90							
739747475484 501-501-520200 Office Supplies	2/2/2021	38.90	0.00	03/05/2021 stamps for office				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
739747475484 Total:		38.90							
775665569396	1/13/2021	29.00	0.00	03/05/2021				No	0
699-069-522400 General Supplies				shop keys					
775665569396 Total:		29.00							
795889377973	1/27/2021	92.58	0.00	03/05/2021	COVI-D019	expense		No	0
100-068-522400 General Supplies				batteries and nitrile gloves					
795889377973 Total:		92.58							
799693955975	1/21/2021	119.94	0.00	03/05/2021				No	0
100-068-522400 General Supplies				new flags					
799693955975 Total:		119.94							
866385885753	1/20/2021	165.30	0.00	03/05/2021	COVI-D019	expense		No	0
501-501-522400 General Supplies				masks for employees					
866385885753 Total:		165.30							
878496839793	1/14/2021	73.52	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				police window shading					
878496839793 Total:		73.52							
899575946536	1/26/2020	77.98	0.00	03/05/2021	COVI-D019	expense		No	0
100-068-522400 General Supplies				disposable face masks					
899575946536 Total:		77.98							
949846453867	1/15/2021	28.43	0.00	03/05/2021				No	0
100-009-599802 Computer Hardware				network cord					
949846453867 Total:		28.43							
965694863389	1/26/2021	25.99	0.00	03/05/2021	COVI-D019	expense		No	0
100-068-522400 General Supplies				disposable nitrile gloves					
965694863389 Total:		25.99							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
995583438393	2/1/2021	26.93	0.00	03/05/2021				No	0
100-764-529000 Equipment				headphone extension cables (3)					
995583438393 Total:		26.93							
Amazon Total:		5,108.17							
Amerencilco									
10021									
*** **0483154119**	2/3/2021	46.50	0.00	03/05/2021				No	0
100-032-550500 Electricity For Street Li				traffic signal 310 margaret/1/3-2/1/21					
0483154119 Total:		46.50							
*** **0780071001**	2/8/2021	51.63	0.00	03/05/2021				No	0
100-032-550500 Electricity For Street Li				500 petri ln street lights/1/6-2/4/21					
0780071001 Total:		51.63							
*** **0931067015**	2/19/2021	33.33	0.00	03/05/2021				No	0
100-068-550100 Utilities				324 court st 1/19-2/17/21					
0931067015 Total:		33.33							
*** **2063131008**	2/17/2021	1,054.42	0.00	03/05/2021				No	0
100-032-550600 Electricity For Signal Li				traffic lights 12/28/20-2/12/21					
2063131008 Total:		1,054.42							
*** **2434114066**	2/18/2021	2,098.83	0.00	03/05/2021				No	0
100-032-550500 Electricity For Street Li				customer owned street lights 1/19-2/1/21					
2434114066 Total:		2,098.83							
*** **3139109012**	2/8/2021	29.52	0.00	03/05/2021				No	0
100-032-550500 Electricity For Street Li				hanna rd street lights/1/6-2/4/21					
3139109012 Total:		29.52							
*** **8695491773**	2/18/2021	5,542.60	0.00	03/05/2021				No	0
100-032-550500 Electricity For Street Li				street lights 1/19-2/17/21					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
8695491773 Total:		5,542.60							
Amerencilco Total:		8,856.83							
Area Recycling, Inc.									
10417									
4845471	1/31/2021	5,917.51	0.00	03/05/2021				No	0
223-026-566502 Recycling Expense				curbside fee pick up rc 1/2-1/29/21					
4845471 Total:		5,917.51							
Area Recycling, Inc. Total:		5,917.51							
Atlas Supply Company									
10038									
022653	2/22/2021	433.69	0.00	03/05/2021				No	0
501-501-522400 General Supplies				roll towels, toilet tissue and odor buster					
022653 Total:		433.69							
022694	2/22/2021	49.99	0.00	03/05/2021				No	0
100-068-522400 General Supplies				foam cups					
022694 Total:		49.99							
Atlas Supply Company To		483.68							
Automotive Spring									
10040									
38370	2/2/2021	881.36	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				leaf springs and u-bolts for rescue 5					
38370 Total:		881.36							
Automotive Spring Total:		881.36							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Avanti's Dome LLC									
11012									
03012021	3/1/2021	3,000.00	0.00	03/05/2021				No	0
100-990-511500 Economic Assistance				small business grant					
03012021 Total:		3,000.00							
Avanti's Dome LLC Total:		3,000.00							
Avfuel Corporation									
10780									
014545839	2/22/2021	20.00	0.00	03/05/2021				No	0
525-525-524000 Lease/rental Of Equipment				rental on credit card machine 2/21					
014545839 Total:		20.00							
Avfuel Corporation Total:		20.00							
Axis Forensic Toxicology, Inc.									
13096									
73834	1/31/2021	1,000.00	0.00	03/05/2021	poli-duis	expense		No	0
100-761-592606 Dui Enforcement				drug tests for arrestees					
73834 Total:		1,000.00							
74064	2/14/2021	1,000.00	0.00	03/05/2021	poli-duis	expense		No	0
100-761-592606 Dui Enforcement				drug tests for arrestees					
74064 Total:		1,000.00							
Axis Forensic Toxicology, I		2,000.00							
Beach, Brittany									
14119									
03012021	3/1/2021	100.00	0.00	03/05/2021				No	0
261-319-511500 Econ Development Assist				small business grant					

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
03012021 Total:		100.00							
Beach, Brittany Total:		100.00							
Benevate, Inc									
14186									
1731	2/23/2021	1,500.00	0.00	03/05/2021				No	0
261-319-599801 Computer Software				2020 admin-CV-utility assistance portal fee					
1731 Total:		1,500.00							
1732	2/23/2021	1,500.00	0.00	03/05/2021				No	0
261-320-599801 Computer Software				2020 admin-public services portal fee					
1732 Total:		1,500.00							
Benevate, Inc Total:		3,000.00							
Benson, Eric									
11148									
expense-0221	2/19/2021	27.00	0.00	03/05/2021				No	0
100-034-554200 Meals Lodging				wisconsin trip to review engine 4					
expense-0221 Total:		27.00							
Benson, Eric Total:		27.00							
Born Paint Co									
11593									
bp132413	2/23/2021	81.08	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				chassis saver paint for rescue 5					
bp132413 Total:		81.08							
Born Paint Co Total:		81.08							

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
Britton Electronics									
10083									
2218709	2/8/2021	4,863.79	0.00	03/05/2021				No	0
231-030-534400 Equipment Repairs				parts and labor repair for lick creek liftstation 2/8/21					
2218709 Total:		4,863.79							
2218710	2/9/2021	4,789.21	0.00	03/05/2021				No	0
231-030-534400 Equipment Repairs				parts and labor repair for lick creek liftstation 2/9/21					
2218710 Total:		4,789.21							
2218711	2/10/2021	3,872.00	0.00	03/05/2021				No	0
231-030-534400 Equipment Repairs				parts and labor repair for lick creek liftstation 2/10/21					
2218711 Total:		3,872.00							
2218712	2/11/2021	1,550.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				schematics/drawings for lick creek liftstation 2/11/21					
2218712 Total:		1,550.00							
Britton Electronics Total:		15,075.00							
Burns, John									
10092									
*** **expense-0221**	2/21/2021	27.00	0.00	03/05/2021				No	0
100-034-554200 Meals Lodging				trip to wisconsin to review engine 4					
*** **expense-0221**	2/21/2021	79.01	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				purchased fuel going to wisconsin					
expense-0221 Total:		106.01							
Burns, John Total:		106.01							
Bush, Josh									
11869									
expense-3/21	3/1/2021	140.00	0.00	03/05/2021				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-761-519000 Training And Education				school of police staff and command 3/8-19/21					
expense-3/21 Total:		140.00							
Bush, Josh Total:		140.00							
Cat Financial Services									
10104									
30670458	2/15/2021	3,346.34	0.00	03/05/2021				No	0
445-041-524000 Lease/Rental of Equipment				monthly payment for wheel loader 1/15-3/15/21					
30670458 Total:		3,346.34							
Cat Financial Services Tota		3,346.34							
Centre State International Trucks, Inc.									
10109									
273282	2/4/2021	16.96	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				air tank valve for st422					
273282 Total:		16.96							
273344	2/10/2021	84.32	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				leaf spring pin for st401					
273344 Total:		84.32							
273486	2/23/2021	39.63	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				high pressure hose for st422					
273486 Total:		39.63							
Centre State International T		140.91							
CenturyLink									
10111									
*** **304021116**	2/10/2021	42.16	0.00	03/05/2021				No	0

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
100-009-550300 Telephone				bus dept fax line 2/10-3/09/21					
304021116 Total:		42.16							
*** **304022613**	2/10/2021	209.62	0.00	03/05/2021				No	0
231-031-550300 Telephone				wwtp phone 2/10-3/9/21					
304022613 Total:		209.62							
CenturyLink Total:		251.78							
Certified Laboratories									
10112									
7245372	1/26/2021	422.65	0.00	03/05/2021				No	0
501-501-534000 Automotive Expense				vehicle grease					
7245372 Total:		422.65							
Certified Laboratories Tota		422.65							
Chounard, Cynthia									
14352									
02192021	2/19/2021	750.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1118 mechanic					
02192021 Total:		750.00							
Chounard, Cynthia Total:		750.00							
CINTAS Corporation									
10115									
4076020649	2/16/2021	52.61	0.00	03/05/2021				No	0
231-031-569000 Other Contractual Service				cintas settle up 2/16/21					
4076020649 Total:		52.61							
4076641198	2/23/2021	261.28	0.00	03/05/2021				No	0

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
231-031-569000 Other Contractual Service				rug rental and uniforms 2/23/21					
4076641198 Total:		261.28							
CINTAS Corporation Tota		313.89							
City Solutions Consulting LLC									
14124									
58	3/1/2021	3,760.00	0.00	03/05/2021				No	0
270-270-560500 Consulting Services				consulting fee 2/16-3/1/21					
58 Total:		3,760.00							
City Solutions Consulting L		3,760.00							
Cloudpoint Geographics Inc.									
11838									
002792	2/28/2021	7,450.00	0.00	03/05/2021				No	0
100-007-569000 Other Contractual Service				GIS services 2/1-2/28/21					
002792 Total:		7,450.00							
Cloudpoint Geographics In		7,450.00							
Constellation Newenergy/Gas Division									
13810									
*** **3118075**	2/16/2021	1,777.32	0.00	03/05/2021				No	0
100-068-550100 Utilities				various public property 1/2021					
*** **3118075**	2/16/2021	390.08	0.00	03/05/2021				No	0
100-068-550100 Utilities				1130 koch st unit a 1/2021					
*** **3118075**	2/16/2021	551.97	0.00	03/05/2021				No	0
501-501-550100 Utilities				1130 koch st unit b 1/2021					
*** **3118075**	2/16/2021	551.96	0.00	03/05/2021				No	0
699-069-550100 Utilities				1130 koch st unit b 1/2021					
*** **3118075**	2/16/2021	1,359.86	0.00	03/05/2021				No	0
100-034-550100 Utilities				various fire dept locations 1/2021					

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label / Reference	Type	PO #	Close PO	Line #
*** **3118075**	2/16/2021	1,691.80	0.00	03/05/2021				No	0
100-032-550100 Utilities				1208 koch st 1/2021					
*** **3118075**	2/16/2021	1,601.46	0.00	03/05/2021				No	0
525-525-550100 Utilities				various airport locations 1/2021					
*** **3118075**	2/16/2021	6,821.25	0.00	03/05/2021				No	0
231-031-550100 Utilities				various wwtp locations 1/2021					
3118075 Total:		14,745.70							
Constellation Newenergy/G		14,745.70							
Cruce Aviation									
13646									
606	2/13/2021	2,948.00	0.00	03/05/2021				No	0
525-525-536300 Snow Removal - Salt And C				snow removal at airport 2/7, 2/9, 2/11, 2/13/21					
606 Total:		2,948.00							
Cruce Aviation Total:		2,948.00							
David Burling Excavating Inc									
10091									
41999	10/5/2020	5,465.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				lateral repair at 1023 s 5th 8/12-13/20					
41999 Total:		5,465.00							
42510	12/10/2020	1,675.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				lateral repair at 1106 & 1107 s 7th st 11/05/20					
42510 Total:		1,675.00							
42513	12/10/2020	3,950.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				lateral repair at 1101 catherine 11/11-12/20					
42513 Total:		3,950.00							
42737	1/15/2021	3,850.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				lateral repair at 1710 memorial dr 12/29-12/31/20					

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
42737 Total:		3,850.00							
42951	2/8/2021	300.00	0.00	03/05/2021				No	0
100-068-536300 Snow Removal - Salt				snow removal and salt 2/5/21					
42951 Total:		300.00							
42965	2/8/2021	3,400.00	0.00	03/05/2021				No	0
100-068-536300 Snow Removal - Salt				snow removal and salt 2/6-2/8/21					
42965 Total:		3,400.00							
43057	2/16/2021	300.00	0.00	03/05/2021				No	0
100-068-536300 Snow Removal - Salt				snow removal 2/9/21					
43057 Total:		300.00							
43071	2/16/2021	1,500.00	0.00	03/05/2021				No	0
100-068-536300 Snow Removal - Salt				snow removal 2/10/21					
43071 Total:		1,500.00							
43099	2/16/2021	1,700.00	0.00	03/05/2021				No	0
100-068-536300 Snow Removal - Salt				snow removal 2/13/21					
43099 Total:		1,700.00							
David Burling Excavating In		22,140.00							
Fales, Colton									
14355									
expense-2/21	2/28/2021	1,925.00	0.00	03/05/2021				No	0
100-034-519000 Training And Education				fire academy training 2/28-4/16/21					
expense-2/21 Total:		1,925.00							
Fales, Colton Total:		1,925.00							
Fastenal Company									

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
10181									
ilpek161205	2/8/2021	15.13	0.00	03/05/2021				No	0
223-023-534000 Automotive Expense				tote tipper mounting bolts for sw					
ilpek161205 Total:		15.13							
ilpek161206	2/8/2021	39.53	0.00	03/05/2021				No	0
501-501-534000 Automotive Expense				gps mounting screws/vmf					
ilpek161206 Total:		39.53							
ilpek161290	2/11/2021	8.96	0.00	03/05/2021				No	0
699-069-554300 Uniforms And Tools				12 pairs of safety glasses					
ilpek161290 Total:		8.96							
Fastenal Company Total:		63.62							
Five Star Water									
12219									
*** **106351**	2/11/2021	52.30	0.00	03/05/2021				No	0
231-031-569000 Other Contractual Service				water delivery 2/10/21					
106351 Total:		52.30							
Five Star Water Total:		52.30							
Galyean, Kelly									
14353									
02162021	2/16/2021	750.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1416 james rd					
02162021 Total:		750.00							
Galyean, Kelly Total:		750.00							
Gem City Tire									

Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
12935									
29160	2/9/2021	1,197.00	0.00	03/05/2021				No	0
223-023-534000 Automotive Expense				tire repair/wheels for sw					
29160 Total:		1,197.00							
29163	2/9/2021	165.00	0.00	03/05/2021				No	0
223-023-534000 Automotive Expense				tire balance beads for sw					
29163 Total:		165.00							
29289	2/22/2021	1,953.60	0.00	03/05/2021				No	0
501-501-534000 Automotive Expense				5 front tires					
29289 Total:		1,953.60							
Gem City Tire Total:		3,315.60							
GFI Digital									
13867									
*** **1862365**	2/9/2021	103.89	0.00	03/05/2021				No	0
100-001-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	456.84	0.00	03/05/2021				No	0
100-990-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	90.79	0.00	03/05/2021				No	0
100-006-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	137.05	0.00	03/05/2021				No	0
100-763-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	147.34	0.00	03/05/2021				No	0
100-763-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	60.08	0.00	03/05/2021				No	0
100-761-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	10.54	0.00	03/05/2021				No	0
100-032-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	98.06	0.00	03/05/2021				No	0
100-034-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	28.07	0.00	03/05/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	16.69	0.00	03/05/2021				No	0

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
501-501-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	6.34	0.00	03/05/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	159.98	0.00	03/05/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	47.66	0.00	03/05/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	47.65	0.00	03/05/2021				No	0
699-069-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
*** **1862365**	2/9/2021	172.23	0.00	03/05/2021				No	0
100-764-538000 Maintenance Agreements				copier usage 1/9-2/8/21					
1862365 Total:		1,583.21							
GFI Digital Total:		1,583.21							
Green Guard First Aid & Safety									
10749									
a125566	2/9/2021	111.63	0.00	03/05/2021				No	0
501-501-569000 Other Contractual Service				refill of medical cabinet at bus dept 2/9/21					
a125566 Total:		111.63							
Green Guard First Aid & S		111.63							
Gullett, Charity									
14314									
10312020	2/24/2021	175.00	0.00	03/05/2021				No	0
208-208-598100 Public Relations				reimbursement for awards					
10312020 Total:		175.00							
Gullett, Charity Total:		175.00							
Gurtler Industries Inc.									
11936									

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
323286	2/17/2021	426.00	0.00	03/05/2021				No	0
100-034-522400 General Supplies				detergent for gear washer					
323286 Total:		426.00							
Gurtler Industries Inc. Tota		426.00							
Haas, David									
14357									
expense-0321	3/2/2021	1,925.00	0.00	03/05/2021				No	0
100-034-519000 Training And Education				fire academy 2/28-4/16/21					
expense-0321 Total:		1,925.00							
Haas, David Total:		1,925.00							
Hall Signs, Inc									
12690									
362899	2/18/2021	2,229.70	0.00	03/05/2021				No	0
100-032-523000 Traffic/Street Signs & Marking				blank signs for sign shop					
362899 Total:		2,229.70							
Hall Signs, Inc Total:		2,229.70							
Hanson Professional Srvcs Inc									
10248									
1084552	2/12/2021	60,365.61	0.00	03/05/2021	CT8T-00oV	engr		No	0
445-041-561200 Engineering Fees				court street design					
1084552 Total:		60,365.61							
Hanson Professional Srvcs		60,365.61							
Harris Pest Control									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
10251									
108279	2/4/2021	75.00	0.00	03/05/2021				No	0
501-501-569000 Other Contractual Service				monthly pest control 2/4/21					
108279 Total:		75.00							
Harris Pest Control Total:		75.00							
Hawkins Inc.									
12742									
4876010	2/4/2021	7,144.82	0.00	03/05/2021				No	0
231-031-522200 Chemical Supplies				polymer for sludge conditioning					
4876010 Total:		7,144.82							
Hawkins Inc. Total:		7,144.82							
Haynes, Mary									
14151									
03012021	3/1/2021	100.00	0.00	03/05/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
03012021 Total:		100.00							
Haynes, Mary Total:		100.00							
Hazelwood, Chad									
10254									
expense-0321	3/2/2021	140.00	0.00	03/05/2021				No	0
100-761-519000 Training And Education				school of police staff and command 3/8-19/21					
expense-0321 Total:		140.00							
Hazelwood, Chad Total:		140.00							

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
Heart Technologies, Inc									
12949									
28668393	2/1/2021	5,567.82	0.00	03/05/2021				No	0
100-009-550300 Telephone				phone lease 1/1-1/31/21					
28668393 Total:		5,567.82							
Heart Technologies, Inc To		5,567.82							
Henricksen									
10263									
709965	2/17/2021	3,744.51	0.00	03/05/2021				No	0
100-068-587100 Office Equipment & Furniture				office furniture for engineering dept					
709965 Total:		3,744.51							
Henricksen Total:		3,744.51							
Herr Petroleum Corporation									
12712									
d37382	2/19/2021	15,873.48	0.00	03/05/2021				No	0
699-000-160100 Fuel Inventory				6001 gallons of diesel delivered 2/19/21					
d37382 Total:		15,873.48							
Herr Petroleum Corporatio		15,873.48							
Higgins, Thomas P.									
10851									
1250	2/16/2021	300.00	0.00	03/05/2021				No	0
100-003-561004 Admin Hearing Officer				adjudication hearing 2/10/21					
1250 Total:		300.00							
1251	2/24/2021	300.00	0.00	03/05/2021				No	0
100-003-561004 Admin Hearing Officer				adjudication hearing 2/24/21					

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
1251 Total:		300.00							
Higgins, Thomas P. Total:		600.00							
Hunter Hydro-vac Inc									
10280									
105654	2/23/2021	1,825.00	0.00	03/05/2021				No	0
231-031-569000 Other Contractual Service				clean influent channel #1					
105654 Total:		1,825.00							
Hunter Hydro-vac Inc Tota		1,825.00							
Hutchinson, Courtney									
10281									
expense 3/21	3/2/2021	638.35	0.00	03/05/2021				No	0
100-761-519000 Training And Education				leadership for troubling times 3/10-11/21					
expense 3/21 Total:		638.35							
Hutchinson, Courtney Tota		638.35							
IL American Water									
10291									
*** **210000995141**	2/16/2021	86.90	0.00	03/05/2021				No	0
100-034-550100 Utilities				3232 court st 1/16-2/12/21					
210000995141 Total:		86.90							
*** **210001081816**	2/15/2021	35.42	0.00	03/05/2021				No	0
100-068-550100 Utilities				633 margaret st yd hy 1/16-2/12/21					
210001081816 Total:		35.42							
*** **210001171146**	2/8/2021	215.06	0.00	03/05/2021				No	0
501-501-550100 Utilities				1130 koch st 1/9-2/5/21					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
210001171146 Total:		215.06							
*** **210001269890**	2/16/2021	24.92	0.00	03/05/2021				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 1/16-2/12/21					
210001269890 Total:		24.92							
*** **210001655200**	2/16/2021	31.23	0.00	03/05/2021				No	0
231-031-550100 Utilities				606 s front st 1/16-2/12/21					
210001655200 Total:		31.23							
*** **210002094969**	2/16/2021	29.76	0.00	03/05/2021				No	0
100-068-550100 Utilities				100 state st 1/16-2/12/21					
210002094969 Total:		29.76							
*** **210002243143**	2/16/2021	29.76	0.00	03/05/2021				No	0
231-031-550100 Utilities				2500 s 2nd st 1/16-2/12/21					
210002243143 Total:		29.76							
*** **210002282773**	2/16/2021	213.29	0.00	03/05/2021				No	0
100-068-550100 Utilities				111 s capitol st 1/16-2/12/21					
210002282773 Total:		213.29							
*** **210002365869**	2/16/2021	24.92	0.00	03/05/2021				No	0
100-068-550100 Utilities				400 n 7th st yd hy 1/16-2/12/21					
210002365869 Total:		24.92							
*** **210003041258**	2/8/2021	24.92	0.00	03/05/2021				No	0
100-068-550100 Utilities				1118 derby st yd hy 1/9-2/5/21					
210003041258 Total:		24.92							
*** **210003090717**	2/8/2021	74.40	0.00	03/05/2021				No	0
100-032-550100 Utilities				1208 koch st 1/9-2/5/21					
210003090717 Total:		74.40							

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
*** **210003283755** 100-068-550100 Utilities	2/12/2021	29.76	0.00	03/05/2021 1842 court st yd hy 1/14-2/10/21				No	0
210003283755 Total:		29.76							
*** **210003750453** 100-068-550100 Utilities	2/11/2021	29.76	0.00	03/05/2021 1613 valle vista blvd yd hy 1/13-2/9/21				No	0
210003750453 Total:		29.76							
*** **210004789874** 231-031-550100 Utilities	2/16/2021	542.14	0.00	03/05/2021 606 s front st sewer 1/16-2/12/21				No	0
210004789874 Total:		542.14							
*** **220000296568** 100-068-550100 Utilities	2/16/2021	49.97	0.00	03/05/2021 107 front st restrooms 1/16-2/12/21				No	0
220000296568 Total:		49.97							
*** **220001944051** 100-032-550100 Utilities	2/8/2021	206.40	0.00	03/05/2021 1200 koch st 1/9-2/5/21				No	0
220001944051 Total:		206.40							
IL American Water Total:		1,648.61							
IL Dept of Natural Resources 11191 08062020 231-033-585400 Drainage District Assessm	2/25/2021	1,100.00	0.00	03/05/2021 jane street outfall 5 year license agreement				No	0
08062020 Total:		1,100.00							
IL Dept of Natural Resourc		1,100.00							
IL Fire Chiefs Assoc 10305 1992	2/18/2021	300.00	0.00	03/05/2021				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-034-519000 Training And Education				training program mgr class for rendleman					
1992 Total:		300.00							
IL Fire Chiefs Assoc Total:		300.00							
IL Oil Marketing Equipment									
10313									
10410	2/19/2021	525.00	0.00	03/05/2021				No	0
525-525-557200 License & Inspection Fees				annual fuel tank inspection 2/19/21					
10410 Total:		525.00							
10415	2/19/2021	575.00	0.00	03/05/2021				No	0
699-069-557200 License And Inspection Fees				annual inspection					
10415 Total:		575.00							
IL Oil Marketing Equipmen		1,100.00							
Illini Plumbing, Inc.									
12264									
14363	2/22/2021	99.00	0.00	03/05/2021				No	0
100-793-569000 Other Contractual Service				inspection at 3208 court st 1/8/21					
14363 Total:		99.00							
14565	2/5/2021	1,579.30	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				plumbing repairs at fire station #2 2/5/21					
14565 Total:		1,579.30							
14569	2/8/2021	990.00	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				plumbing repairs at fire station #3 2/8/21					
14569 Total:		990.00							
14634	2/22/2021	99.00	0.00	03/05/2021				No	0
100-793-569000 Other Contractual Service				inspection at 1440 park ave 1/12/21					

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
14634 Total:		99.00							
14635	2/22/2021	99.00	0.00	03/05/2021				No	0
100-793-569000 Other Contractual Service				inspection at 221 cooper 1/11/21					
14635 Total:		99.00							
14637	2/22/2021	99.00	0.00	03/05/2021				No	0
100-793-569000 Other Contractual Service				inspection at 311 s 14th 1/15/21					
14637 Total:		99.00							
14638	2/22/2021	99.00	0.00	03/05/2021				No	0
100-793-569000 Other Contractual Service				inspection at 1022 washington plan review 1/18/21					
14638 Total:		99.00							
14639	2/22/2021	99.00	0.00	03/05/2021				No	0
100-793-569000 Other Contractual Service				inspection at 524 1/2 court st 1/14/21					
14639 Total:		99.00							
Illini Plumbing, Inc. Total:		3,163.30							
Illinois Public Works Mutual Aid Network									
11320									
1155	11/3/2020	250.00	0.00	03/05/2021				No	0
100-007-551600 Dues And Subscriptions				IPWMAN annual dues 1/1/21-12/31/21					
1155 Total:		250.00							
Illinois Public Works Mutu		250.00							
Interstate Batteries of Centra									
10330									
20000997	2/12/2021	159.90	0.00	03/05/2021				No	0
223-026-534000 Automotive Expense				2 batteries for rc1					

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
20000997 Total:		159.90							
Interstate Batteries of Cent		159.90							
Interstate Billing Service, Inc									
12346									
3022358363	2/8/2021	445.00	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				starter for st406					
3022358363 Total:		445.00							
3022372068	2/9/2021	230.00	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				alternator for st406					
3022372068 Total:		230.00							
3022384044	2/10/2021	1,741.00	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				leaf springs and mounting hardware for st401					
3022384044 Total:		1,741.00							
Interstate Billing Service, In		2,416.00							
Intoximeters Inc.									
10331									
674844	2/24/2021	131.50	0.00	03/05/2021				No	0
100-761-592606 Dui Enforcement				FST field sobriety supplies					
674844 Total:		131.50							
Intoximeters Inc. Total:		131.50							
IWIRC									
10335									
329674	1/19/2021	115.00	0.00	03/05/2021				No	0
501-501-559000 Medical Expense/supplies				pre employment physical					

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
329674 Total:		115.00							
329806	1/19/2021	100.00	0.00	03/05/2021				No	0
501-501-559000 Medical Expense/supplies				pre employment physical					
329806 Total:		100.00							
IWIRC Total:		215.00							
Jacob & Klein, Ltd									
13448									
02172021	2/17/2021	253.65	0.00	03/05/2021				No	0
270-270-560500 Consulting Services				TIF consulting services 4th quarter					
02172021 Total:		253.65							
02172021-1	2/17/2021	177.55	0.00	03/05/2021				No	0
273-273-560500 Consulting Services				TIF consulting services 4th quarter					
02172021-1 Total:		177.55							
Jacob & Klein, Ltd Total:		431.20							
Joe's Towing & Recovery									
11414									
442595	1/29/2021	275.00	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				tow engine 2 1/29/21					
442595 Total:		275.00							
Joe's Towing & Recovery T		275.00							
Johnson, Camden									
14358									
expense-0321	3/2/2021	1,925.00	0.00	03/05/2021				No	0
100-034-519000 Training And Education				fire academy 2/28-4/16/21					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
expense-0321 Total:		1,925.00							
Johnson, Camden Total:		1,925.00							
Johnson, Danny									
12257									
02252021	2/25/2021	50.00	0.00	03/05/2021				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
02252021 Total:		50.00							
Johnson, Danny Total:		50.00							
Jones, Rob									
11207									
expense-0321	3/2/2021	140.00	0.00	03/05/2021				No	0
100-761-519000 Training And Education				school of police staff and command 3/8-3/19/21					
expense-0321 Total:		140.00							
Jones, Rob Total:		140.00							
Kegley Machine, Inc.									
10861									
27591	2/22/2021	290.00	0.00	03/05/2021				No	0
231-031-534400 Equipment Repairs				cut and threading of 2" pipe for digester 64 piping					
27591 Total:		290.00							
Kegley Machine, Inc. Total		290.00							
Koenig Body & Equipment									
10359									
jr46727	2/16/2021	998.28	0.00	03/05/2021				No	0

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
501-501-534000 Automotive Expense				bed lining in right of way truck					
jr46727 Total:		998.28							
Koenig Body & Equipment		998.28							
Leander Construction, Inc									
12713									
*** 6	3/2/2021	141,763.55	0.00	03/05/2021	P3A0-CSO	engr		No	0
231-000-150700 Sewers				phase 3A CSO project					
6 Total:		141,763.55							
Leander Construction, Inc T		141,763.55							
Lee, Cherie									
14354									
02162021	2/16/2021	750.00	0.00	03/05/2021				No	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement at 206 hemlock					
02162021 Total:		750.00							
Lee, Cherie Total:		750.00							
Legal & Liability Risk Management Institute									
14359									
213958	2/12/2021	150.00	0.00	03/05/2021				No	0
100-763-519000 Training And Education				investigating child homicide/thompson					
213958 Total:		150.00							
214060	2/17/2021	495.00	0.00	03/05/2021				No	0
100-763-519000 Training And Education				smartphone technology training/thompson					
214060 Total:		495.00							

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
Legal & Liability Risk Man		645.00							
Little, Jeff									
10382									
*** **expense-0221**	2/17/2021	17.31	0.00	03/05/2021				No	0
100-761-556100 Gasoline/diesel Fuel				fuel purchase during training					
expense-0221 Total:		17.31							
Little, Jeff Total:		17.31							
M.E.R.C. Construction Inc									
14114									
december 2020	2/2/2021	7,447.78	0.00	03/05/2021				No	0
445-041-534900 Sidewalk Renovations				sidewalk/curb/driveway approach replacement					
december 2020 Total:		7,447.78							
M.E.R.C. Construction Inc		7,447.78							
Macqueen Emergency									
10230									
ag74427dup	3/3/2021	338.10	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				balance due invoice ag74427					
ag74427dup Total:		338.10							
w00339	12/22/2020	12,240.51	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				tower 4 repairs 12/22/20					
w00339 Total:		12,240.51							
Macqueen Emergency Tota		12,578.61							
May Welding Repair and Fabrication, LLC									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
14112									
1689	2/18/2021	605.00	0.00	03/05/2021				No	0
223-023-534000 Automotive Expense				box repairs to sw11					
1689 Total:		605.00							
May Welding Repair and F		605.00							
McKesson Medical-Surgical Inc. MMSGS									
10431									
18016481	2/1/2021	177.97	0.00	03/05/2021				No	0
100-034-522500 Emergency Medical Supplie				iv start kit and other emergency medical supplies					
18016481 Total:		177.97							
18016484	2/1/2021	235.80	0.00	03/05/2021				No	0
100-034-522500 Emergency Medical Supplie				transport megamover sheets					
18016484 Total:		235.80							
18016882	2/1/2021	1,654.57	0.00	03/05/2021				No	0
100-034-522500 Emergency Medical Supplie				iv start kit and other emergency medical supplies					
18016882 Total:		1,654.57							
18025563	2/5/2021	12.49	0.00	03/05/2021				No	0
100-034-522500 Emergency Medical Supplie				tube/emergency medical supplies					
18025563 Total:		12.49							
18027732	2/8/2021	6.03	0.00	03/05/2021				No	0
100-034-522500 Emergency Medical Supplie				airway/emergency medical supplies					
18027732 Total:		6.03							
McKesson Medical-Surgica		2,086.86							
McMillan, Sue									
10407									

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
expense-0221	2/25/2021	47.40	0.00	03/05/2021				No	0
100-004-551000 Printing And Publications				record annexation notice affidavit					
expense-0221 Total:		47.40							
McMillan, Sue Total:		47.40							
Menards									
10414									
97419	2/15/2021	93.83	0.00	03/05/2021				No	0
100-034-522400 General Supplies				premix gas & oil and storage boxes					
97419 Total:		93.83							
97482	2/16/2021	100.40	0.00	03/05/2021				No	0
100-068-522400 General Supplies				supplies for fire chief office renovations					
97482 Total:		100.40							
*** 97549	2/17/2021	57.98	0.00	03/05/2021				No	0
100-034-529000 Equipment				trunk lockers for command vehicles					
*** 97549	2/17/2021	5.98	0.00	03/05/2021				No	0
100-034-522400 General Supplies				de-icer					
97549 Total:		63.96							
97844	2/22/2021	94.86	0.00	03/05/2021				No	0
223-023-522400 General Supplies				bars to repair carts					
97844 Total:		94.86							
98051	2/25/2021	101.38	0.00	03/05/2021				No	0
231-031-522400 General Supplies				parts to repair water line in headworks					
98051 Total:		101.38							
98069	2/25/2021	29.50	0.00	03/05/2021				No	0
100-032-523000 Traffic/Street Signs & Marking				washers, log screws and tapper punch for sign shop					
98069 Total:		29.50							

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
98100	2/26/2021	192.57	0.00	03/05/2021				No	0
100-034-529000 Equipment				utility gloves and knee pads for new hires					
98100 Total:		192.57							
Menards Total:		676.50							
MES Inc									
10415									
cm121988	6/25/2020	-85.00	0.00	03/05/2021				No	0
100-034-529000 Equipment				equipment return					
cm121988 Total:		-85.00							
cm124625	2/11/2021	-345.00	0.00	03/05/2021				No	0
100-034-529000 Equipment				equipment return/boots					
cm124625 Total:		-345.00							
cm124782	2/24/2020	-345.00	0.00	03/05/2021				No	0
100-034-529000 Equipment				returned new hire boots					
cm124782 Total:		-345.00							
in1536708	1/6/2021	49.29	0.00	03/05/2021				No	0
100-034-529000 Equipment				badges					
in1536708 Total:		49.29							
in1549338	2/11/2020	320.65	0.00	03/05/2021				No	0
100-034-529000 Equipment				7 badges					
in1549338 Total:		320.65							
in1551162	2/18/2020	1,257.00	0.00	03/05/2021				No	0
100-034-524000 Lease/rental Of Equipment				gear rental for new hires for 12 weeks					
in1551162 Total:		1,257.00							
in1552922	2/24/2020	370.00	0.00	03/05/2021				No	0
100-034-529000 Equipment				new hire boots					

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
in1552922 Total:		370.00							
MES Inc Total:		1,221.94							
Midwest Transit Equipment									
10421									
x10105697001	2/23/2021	1,051.12	0.00	03/05/2021				No	0
501-501-534000 Automotive Expense				windshields and gaskets					
x10105697001 Total:		1,051.12							
Midwest Transit Equipmen		1,051.12							
Miller Hall & Triggs									
10423									
*** 35	2/21/2021	11,972.74	0.00	03/05/2021				No	0
100-003-560600 Corporate Counsel Fees				general legal matters 1/2021					
*** 35	2/21/2021	12,006.00	0.00	03/05/2021				No	0
100-003-561001 Legal Services - Police Labor				simmon cases 1/2021					
*** 35	2/21/2021	2,001.83	0.00	03/05/2021				No	0
100-003-560600 Corporate Counsel Fees				traffic & enforcement 1/2021					
*** 35	2/21/2021	877.40	0.00	03/05/2021				No	0
100-003-560600 Corporate Counsel Fees				ordinance violations 1/2021					
*** 35	2/21/2021	54.30	0.00	03/05/2021				No	0
100-003-560600 Corporate Counsel Fees				demolitions 1/2021					
*** 35	2/21/2021	1,904.64	0.00	03/05/2021				No	0
100-003-561002 Legal Services - Fire Labor				fire matters 1/2021					
*** 35	2/21/2021	847.00	0.00	03/05/2021				No	0
100-003-560600 Corporate Counsel Fees				zba/planning commission 1/2021					
*** 35	2/21/2021	400.00	0.00	03/05/2021				No	0
100-003-561003 Legal Services - Teamsters				general labor matters 1/2021					
*** 35	2/21/2021	700.00	0.00	03/05/2021				No	0
261-320-561000 Legal Fees				cdbg legal matters 1/2021					
*** 35	2/21/2021	268.20	0.00	03/05/2021				No	0
100-003-561001 Legal Services - Police Labor				police matters 1/2021					
*** 35	2/21/2021	80.00	0.00	03/05/2021	COVI-D019	legal		No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
501-501-560600 Corporate Counsel Fees				general labor guidance on COVID 1/2021					
*** 35	2/21/2021	490.00	0.00	03/05/2021				No	0
231-031-560600 Corporate Counsel Fees				waste water unit matters 1/2021					
35 Total:		31,602.11							
Miller Hall & Triggs Total:		31,602.11							
Mitchell1									
12383									
25525955	1/27/2021	1,728.00	0.00	03/05/2021				No	0
100-009-538000 Maintenance Agreements				repair software maintenance					
25525955 Total:		1,728.00							
Mitchell1 Total:		1,728.00							
Mucciante Heating and Cooling									
13682									
1152	2/16/2021	165.00	0.00	03/05/2021				No	0
501-501-534200 Bldng & Grnds Maint/Repairs				hvac cleaning at bus dept					
1152 Total:		165.00							
Mucciante Heating and Coo		165.00							
Mutual Wheel									
10439									
2583452	1/8/2021	22.00	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				air compressor unloader valve for st422					
2583452 Total:		22.00							
2589035	2/9/2021	185.31	0.00	03/05/2021				No	0
223-025-534000 Automotive Expense				dash valve for yw4					

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
2589035 Total:		185.31							
2591176	2/16/2021	154.08	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				marker, wiring pigtal and 90 degree fitting for rescue 5					
2591176 Total:		154.08							
2591729	2/19/2021	118.74	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				u-joints for st463					
2591729 Total:		118.74							
2592439	2/23/2021	30.04	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				backup flares for rescue 5					
2592439 Total:		30.04							
Mutual Wheel Total:		510.17							
NAPA Auto Parts of Pekin									
10441									
452544	2/15/2021	30.67	0.00	03/05/2021				No	0
231-033-534000 Automotive Expense				hydraulic hose for sweeper					
452544 Total:		30.67							
453095	2/19/2021	26.90	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				lamps for turcks					
453095 Total:		26.90							
453734	2/25/2021	10.58	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				adapters for tuck repairs					
453734 Total:		10.58							
NAPA Auto Parts of Pekin		68.15							
PDC Services									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
10474									
4851007	2/15/2021	2,164.15	0.00	03/05/2021				No	0
231-031-536400 Sludge Removal				sludge to landfill 2/1-2/15/21					
4851007 Total:		2,164.15							
PDC Services Total:		2,164.15							
Pekin Community High School #303									
11529									
01042021	1/4/2021	67,358.50	0.00	03/05/2021				No	0
270-270-565300 School Distr Tax Reimbursement				school district 303 TIF reimbursement					
01042021 Total:		67,358.50							
Pekin Community High Sch		67,358.50							
Pekin Downtown Carwash									
10480									
538533	2/11/2021	160.00	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				complete detail clean up squad 5165					
538533 Total:		160.00							
Pekin Downtown Carwash		160.00							
Pekin Grade School District 108									
12376									
01042021	1/4/2021	57,006.15	0.00	03/05/2021				No	0
270-270-565300 School Distr Tax Reimbursement				TIF school district reimbursement					
01042021 Total:		57,006.15							
Pekin Grade School Distric		57,006.15							

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
Pekin Life Insurance Company									
13317									
*** **jw00191270000**	2/10/2021	1,665.01	0.00	03/05/2021				No	0
695-095-517504 A D & D Life Premium				03/21 life insurance					
jw00191270000 Total:		1,665.01							
Pekin Life Insurance Comp		1,665.01							
Pekin Shoe Repair									
10490									
5699	2/11/2021	192.00	0.00	03/05/2021				No	0
100-032-554300 Uniforms And Tools				boot purchase for DF					
5699 Total:		192.00							
Pekin Shoe Repair Total:		192.00							
Peoria Journal Star									
10343									
in1372563	2/2/2021	60.00	0.00	03/05/2021				No	0
100-004-551000 Printing And Publications				5th st & washington sewer lining					
in1372563 Total:		60.00							
in1372698	2/5/2021	37.50	0.00	03/05/2021				No	0
100-004-551000 Printing And Publications				RFP bus lease					
in1372698 Total:		37.50							
Peoria Journal Star Total:		97.50							
Praxair Distribution Inc									
10518									
61784536	2/11/2021	62.71	0.00	03/05/2021				No	0
100-032-522400 General Supplies				welders gas					

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
61784536 Total:		62.71							
Praxair Distribution Inc To		62.71							
Puritan Springs Water									
10766									
*** **1523786**	2/18/2021	100.17	0.00	03/05/2021				No	0
100-990-569000 Other Contractual Service				water delivery 2/18/21					
1523786 Total:		100.17							
Puritan Springs Water Tota		100.17							
Quadient Finance USA Inc									
13754									
790004491431855	2/4/2021	8.73	0.00	03/05/2021				No	0
100-761-520400 Postage				package mailing 1/11/21					
790004491431855 Total:		8.73							
Quadient Finance USA Inc		8.73							
Rabe, Justin									
10530									
expense-0321	3/2/2021	425.30	0.00	03/05/2021				No	0
100-761-519000 Training And Education				master firearms instructor apprentice training 3/30-4/1/21					
expense-0321 Total:		425.30							
Rabe, Justin Total:		425.30							
Rainbo Oil Co									
10534									
9143519	2/11/2021	1,431.62	0.00	03/05/2021				No	0

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Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
501-501-534000 Automotive Expense				oil and washer fluid					
9143519 Total:		1,431.62							
Rainbo Oil Co Total:		1,431.62							
Ranney, Seth									
14123									
*** **pettycash 2/21**	2/26/2021	10.00	0.00	03/05/2021				No	0
100-761-592700 Shooting Range				new hire qualification 6" snow					
*** **pettycash 2/21**	2/26/2021	43.38	0.00	03/05/2021				No	0
100-761-522400 General Supplies				cork boards for office					
*** **pettycash 2/21**	2/26/2021	9.31	0.00	03/05/2021				No	0
100-761-520200 Office Supplies				magnets for EDC board					
*** **pettycash 2/21**	2/26/2021	15.00	0.00	03/05/2021				No	0
100-763-556100 Gasoline/diesel Fuel				fuel in st. louis/stolz DEA					
*** **pettycash 2/21**	2/26/2021	15.01	0.00	03/05/2021				No	0
100-763-556100 Gasoline/diesel Fuel				fuel in st. louis/stolz DEA					
*** **pettycash 2/21**	2/26/2021	46.85	0.00	03/05/2021				No	0
100-761-520200 Office Supplies				hilighters-4 sets, binders and tabs					
*** **pettycash 2/21**	2/26/2021	1,120.00	0.00	03/05/2021				No	0
100-763-592600 Special Investigations Exp				official advanced funds					
*** **pettycash 2/21**	2/26/2021	105.00	0.00	03/05/2021				No	0
100-761-520200 Office Supplies				evidence shipped to FBI					
*** **pettycash 2/21**	2/26/2021	9.32	0.00	03/05/2021				No	0
100-761-522400 General Supplies				plastic ties for EDC					
*** **pettycash 2/21**	2/26/2021	43.38	0.00	03/05/2021				No	0
100-761-522400 General Supplies				cork boards for C2 office					
*** **pettycash 2/21**	2/26/2021	31.23	0.00	03/05/2021				No	0
100-761-520200 Office Supplies				asset forfeiture shipping					
*** **pettycash 2/21**	2/26/2021	95.22	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				bed mat for vehicle					
*** **pettycash 2/21**	2/26/2021	15.00	0.00	03/05/2021				No	0
100-763-556100 Gasoline/diesel Fuel				fuel for st louis DEA stolz					
*** **pettycash 2/21**	2/26/2021	86.66	0.00	03/05/2021				No	0
100-761-520200 Office Supplies				shipping evidence					
*** **pettycash 2/21**	2/26/2021	19.45	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				floor mats for 5164					

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
*** **pettycash 2/21**	2/26/2021	15.18	0.00	03/05/2021				No	0
100-761-522400 General Supplies				cork cover for EOC					
*** **pettycash 2/21**	2/26/2021	67.80	0.00	03/05/2021				No	0
100-761-587100 Office Equipment & Furniture				hard drive for pole camera					
*** **pettycash 2/21**	2/26/2021	3.57	0.00	03/05/2021				No	0
100-761-522400 General Supplies				wipes for Acon signal sidearms					
pettycash 2/21 Total:		1,751.36							
Ranney, Seth Total:		1,751.36							
Ray O'Herron Co Inc									
10539									
2088266in	2/17/2021	59.52	0.00	03/05/2021				No	0
100-761-518900 Uniform Allowance				dress hat/uniform for new hire JT					
2088266in Total:		59.52							
2089586in	2/22/2021	32.31	0.00	03/05/2021				No	0
100-761-518900 Uniform Allowance				2 name bars/uniform new hire JT					
2089586in Total:		32.31							
Ray O'Herron Co Inc Total		91.83							
Refreshed Nest Salon and Spa, LLC									
14066									
03012021	3/1/2021	100.00	0.00	03/05/2021				No	0
100-990-511500 Economic Assistance				small business grant					
03012021 Total:		100.00							
Refreshed Nest Salon and S		100.00							
Safety Kleen Corp									
10560									
85202997	2/5/2021	123.00	0.00	03/05/2021				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
501-501-534000 Automotive Expense				parts washer solvent					
85202997 Total:		123.00							
Safety Kleen Corp Total:		123.00							
SCABAS Inc									
10570									
113101	2/16/2021	220.00	0.00	03/05/2021				No	0
100-034-534400 Equipment Repairs				SCBA repair 2/8/21					
113101 Total:		220.00							
SCABAS Inc Total:		220.00							
Schwartz Electric									
10579									
15324	1/21/2021	1,215.73	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				electrical work at fire station #3 1/21/21					
15324 Total:		1,215.73							
15356	1/29/2021	4,908.56	0.00	03/05/2021				No	0
501-000-150600 Building Improvements				lighting for interior and exterior door at bus dept 1/29/21					
15356 Total:		4,908.56							
15392	2/12/2021	198.00	0.00	03/05/2021				No	0
100-032-534400 Equipment Repairs				400 pecan st/replaced photo cell & lamp					
15392 Total:		198.00							
15393	2/12/2021	489.88	0.00	03/05/2021				No	0
100-032-534400 Equipment Repairs				1711 deppert/replaced wiring up pole					
15393 Total:		489.88							
15395	2/12/2021	1,175.40	0.00	03/05/2021				No	0
100-032-534400 Equipment Repairs				installed new pole hit during accident at 321 court					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
15395 Total:		1,175.40							
15396	2/12/2021	40,950.00	0.00	03/05/2021				No	0
501-000-151500 Machinery And Equipment				electrical service and charging station for elec buses					
15396 Total:		40,950.00							
15397	2/12/2021	26,650.00	0.00	03/05/2021				No	0
501-000-150600 Building Improvements				lighting replacement project					
15397 Total:		26,650.00							
15399	2/16/2021	765.93	0.00	03/05/2021				No	0
100-068-529000 Equipment				LED flat panel fixtures for bus dept					
15399 Total:		765.93							
15407	2/17/2021	549.37	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				provided outlets for drinking fountain 2/17/21					
15407 Total:		549.37							
15408	2/17/2021	353.57	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				installed light in bathroom at fire station #2 2/15/21					
15408 Total:		353.57							
15409	2/17/2021	5,100.00	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				electrical repair in yard crew break area 2/17/21					
15409 Total:		5,100.00							
15410	2/17/2021	1,073.00	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				electrical repair in police bay 2/17/21					
15410 Total:		1,073.00							
Schwartz Electric Total:		83,429.44							

Security Services, LLC

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
12195									
dns0000789842	1/31/2021	190.00	0.00	03/05/2021				No	0
100-009-538000 Maintenance Agreements				DNS services 1/1-1/31/21					
dns0000789842 Total:		190.00							
Security Services, LLC Tot		190.00							
SHI International Corp									
12297									
b12955071	1/29/2021	582.00	0.00	03/05/2021				No	0
100-009-538000 Maintenance Agreements				meraki 3 year maintenance 1/24/21-1/27/24					
b12955071 Total:		582.00							
b12964954	1/29/2021	4,428.57	0.00	03/05/2021				No	0
100-009-538000 Maintenance Agreements				meraki 1 year maintenance 5/2721-5/26/22					
b12964954 Total:		4,428.57							
b13027381	2/15/2021	14,752.28	0.00	03/05/2021				No	0
100-009-538000 Maintenance Agreements				comvault maintenance 2/6/21-2/5/22					
b13027381 Total:		14,752.28							
SHI International Corp Tot		19,762.85							
Standard Heating & Cooling									
13042									
sd14644	2/6/2021	1,162.25	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				roof top hvac at northside fire station repaired 2/9/21					
sd14644 Total:		1,162.25							
Standard Heating & Coolin		1,162.25							
Stryker Sales Corporation									

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
13886									
3291023m	2/4/21	367.71	0.00	03/05/2021				No	0
100-034-522500 Emergency Medical Supplie				microstream smart capnoline/emergency medical equipment					
3291023m Total:		367.71							
Stryker Sales Corporation T		367.71							
SUR TEC, Inc									
14360									
13577	2/22/2021	2,963.00	0.00	03/05/2021				No	0
100-763-592901 Federal Iron Eagle Expense				12 month term/3 casper connections 3/24/21-3/23/22					
13577 Total:		2,963.00							
SUR TEC, Inc Total:		2,963.00							
T Shirt House									
10628									
92193	2/22/2021	91.00	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				t-shirts and sweatshirts for new hire fales					
92193 Total:		91.00							
92194	2/22/2021	107.00	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				t-shirts and sweatshirts for new hire johnson					
92194 Total:		107.00							
92196	2/23/2021	30.50	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				shorts/sweats for new hire fales					
92196 Total:		30.50							
92197	2/23/2021	30.50	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				shorts/sweats for new hire johnson					
92197 Total:		30.50							

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
92198	2/23/2021	30.50	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				shorts/sweats for new hire haas					
92198 Total:		30.50							
92202	2/23/2021	12.00	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				stocking cap for new hire fales					
92202 Total:		12.00							
92203	2/23/2021	12.00	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				stocking cap for new hire johnson					
92203 Total:		12.00							
92204	2/23/2021	12.00	0.00	03/05/2021				No	0
100-034-518900 Uniform Allowance				stocking cap for new hire haas					
92204 Total:		12.00							
T Shirt House Total:		325.50							
Tazewell County Animal Control									
10637									
02092021	2/9/2021	3,828.91	0.00	03/05/2021				No	0
100-761-566700 Care Of Stray Animals				month of january 2021 animal pickup					
02092021 Total:		3,828.91							
Tazewell County Animal C		3,828.91							
Tazewell County ETSB									
11452									
1014	2/15/2021	1,334.99	0.00	03/05/2021				No	0
100-000-180000 Prepaid Expense				firehouse RMS and license 5/1/21-4/30/22					
1014 Total:		1,334.99							
1016	2/15/2021	14,620.79	0.00	03/05/2021				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-000-180000 Prepaid Expense				CAD maintenance/annual fee 6/1/21-5/31/22					
1016 Total:		14,620.79							
Tazewell County ETSB To		15,955.78							
Tazewell County Landfill									
10635									
4851027	2/15/2021	22,468.57	0.00	03/05/2021				No	0
223-023-566500 Landfill Expense				landfill fee 2/1-2/15/21					
4851027 Total:		22,468.57							
Tazewell County Landfill T		22,468.57							
Tazewell County Treasurer									
10639									
2949-20/21	2/25/2021	22,599.60	0.00	03/05/2021				No	0
273-273-565300 School Dist Tax Reimbursement				SIPCA TIF SURPLUS 2019 payable 2020					
2949-20/21 Total:		22,599.60							
Tazewell County Treasurer		22,599.60							
Tazewell/Pekin Consolidated Communications Center									
10776									
*** **04012018**	2/25/2021	17,456.00	0.00	03/05/2021				No	0
100-034-520905 Public Safety Dispatching Fee				may and june 2018 dispatching fee					
04012018 Total:		17,456.00							
Tazewell/Pekin Consolidate		17,456.00							
The Economic Development Group, LTD									
13450									

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02172021	2/17/2021	1,055.05	0.00	03/05/2021				No	0
273-273-560500 Consulting Services				TIF consulting services 4th quarter					
02172021 Total:		1,055.05							
02172021-1	2/17/2021	2,956.20	0.00	03/05/2021				No	0
270-270-560500 Consulting Services				TIF consulting services 4th quarter					
02172021-1 Total:		2,956.20							
The Economic Developmen		4,011.25							
Third Millennium Associates, Inc.									
11953									
*** **25876**	2/17/2021	976.78	0.00	03/05/2021				No	0
231-029-569000 Other Contractual Service				february 2021 bill rendering					
*** **25876**	2/17/2021	976.77	0.00	03/05/2021				No	0
223-023-569000 Other Contractual Service				february 2021 bill rendering					
*** **25876**	2/17/2021	11.48	0.00	03/05/2021				No	0
231-029-520400 Postage				february 2021 postage					
*** **25876**	2/17/2021	11.47	0.00	03/05/2021				No	0
223-023-520400 Postage				february 2021 postage					
25876 Total:		1,976.50							
Third Millennium Associat		1,976.50							
Thomson Reuters									
12771									
843794341	1/31/2021	228.50	0.00	03/05/2021				No	0
100-009-538000 Maintenance Agreements				west law information inserts 1/1-1/31/21					
843794341 Total:		228.50							
Thomson Reuters Total:		228.50							
Timian, Jason									

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
14171									
03012021	3/1/2021	2,700.00	0.00	03/05/2021				No	0
100-990-511500 Economic Assistance				small business grant					
03012021 Total:		2,700.00							
Timian, Jason Total:		2,700.00							
Truck Centers Inc									
10664									
f14032651401	2/19/2021	74.22	0.00	03/05/2021				No	0
100-032-534000 Automotive Expense				self aligning center bearing for st463					
f14032651401 Total:		74.22							
r14006692401	2/23/2021	144.30	0.00	03/05/2021				No	0
223-025-534000 Automotive Expense				diagnostic for yw4					
r14006692401 Total:		144.30							
Truck Centers Inc Total:		218.52							
Turner Door Inc									
13460									
679151	2/15/2021	818.00	0.00	03/05/2021				No	0
100-068-534200 Buildings And Grounds Rep				mechanical garage door repair 2/15/21					
679151 Total:		818.00							
Turner Door Inc Total:		818.00							
Uftring Auto Group									
10829									
141980fow	2/12/2021	434.12	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				glass and moulding for squad 5176					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
141980fow Total:		434.12							
142032fow	2/8/2021	90.24	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				exhaust hanger for rescue 5					
142032fow Total:		90.24							
142056suw	2/8/2021	58.36	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				axle bearing for rescue 5					
142056suw Total:		58.36							
142203fow	2/15/2021	128.07	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				overflow tank and hose for squad 5152					
142203fow Total:		128.07							
142223fow	2/24/2021	267.85	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				exhaust pipe and gasket for squad 5146					
142223fow Total:		267.85							
142247fow	2/16/2021	765.60	0.00	03/05/2021				No	0
100-034-534000 Automotive Expense				fuel tank for rescue 5					
142247fow Total:		765.60							
focs9167	2/15/2021	4,999.78	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				transmission replacement for squad 5173					
focs9167 Total:		4,999.78							
Uftring Auto Group Total:		6,744.02							
United States Postal Service									
10449									
02182021	2/18/2021	2,000.00	0.00	03/05/2021				No	0
100-990-520400 Postage				refilled postage machine 2/18/21					

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
02182021 Total:		2,000.00							
United States Postal Servic		2,000.00							
USABluebook									
10674									
496285	2/5/2021	343.39	0.00	03/05/2021				No	0
231-031-534400 Equipment Repairs				6x6x4 tee					
496285 Total:		343.39							
498470	2/9/2021	29.09	0.00	03/05/2021				No	0
231-031-522400 General Supplies				tags to label pumps					
498470 Total:		29.09							
USABluebook Total:		372.48							
Verizon									
14122									
9872626049	2/3/2021	2,565.62	0.00	03/05/2021				No	0
100-009-550300 Telephone				city hall cellular 1/4-2/3/21					
9872626049 Total:		2,565.62							
9872626050	2/3/2021	294.12	0.00	03/05/2021				No	0
100-009-550300 Telephone				fire dept cellular 1/4-2/3/21					
9872626050 Total:		294.12							
9872626051	2/3/2021	1,334.97	0.00	03/05/2021				No	0
100-009-550300 Telephone				police dept cellular 1/4-2/3/21					
9872626051 Total:		1,334.97							
9872626052	2/3/2021	1,014.73	0.00	03/05/2021				No	0
501-501-550300 Telephone				bus dept cell phone service 1/4-2/3/21					

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
9872626052 Total:		1,014.73							
9873164773	2/10/2021	47.46	0.00	03/05/2021				No	0
100-009-550300 Telephone				cell phone for JB 01/11-2/10/21					
9873164773 Total:		47.46							
Verizon Total:		5,256.90							
Warning Systems Spec									
13591									
9318	2/16/2021	718.00	0.00	03/05/2021				No	0
100-761-534000 Automotive Expense				complete removal of equipment on squads 5061 and 5103					
9318 Total:		718.00							
Warning Systems Spec Tot		718.00							
Waste Management									
12524									
332529320704	2/16/2021	1,174.68	0.00	03/05/2021				No	0
231-031-536400 Sludge Removal				dumping of 20yard roll off boxes 1/29-2/5/21					
332529320704 Total:		1,174.68							
Waste Management Total:		1,174.68							
Will Harms Co									
10706									
*** **36725**	2/15/2021	145.98	0.00	03/05/2021				No	0
231-029-520200 Office Supplies				2 toner cartridges					
*** **36725**	2/15/2021	17.98	0.00	03/05/2021				No	0
100-990-520200 Office Supplies				2 boxes of letter file folders					
36725 Total:		163.96							

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label / Reference	Type	PO #	Close PO	Line #
36729 100-764-520200 Office Supplies	2/15/2021	66.35	0.00	03/05/2021 file folder labels and tab file folders				No	0
36729 Total:		66.35							
36730 100-763-520200 Office Supplies	2/15/2021	17.93	0.00	03/05/2021 post it notes and hilighters				No	0
36730 Total:		17.93							
36733 100-763-522400 General Supplies	2/22/2021	65.60	0.00	03/05/2021 dvd spindle and cd spindle				No	0
36733 Total:		65.60							
36736 100-034-520200 Office Supplies	2/22/2021	72.99	0.00	03/05/2021 banker boxes				No	0
36736 Total:		72.99							
36740 100-764-520200 Office Supplies	2/24/2021	59.49	0.00	03/05/2021 black toner cartridge				No	0
36740 Total:		59.49							
Will Harms Co Total:		446.32							
Report Total:		778,367.02							

Attachment: To Be Paid Proof List FY21 3-05-2021_1 of 3 (2517 : Accounts Payable To Be Paid Proof List

*** means this invoice number is a duplicate.

Accounts Payable

To Be Paid Proof List

User: mkflatley
Printed: 03/04/2021 - 10:51AM
Batch: 00002.03.2021 - missy1



City Of Pekin
111 S. Capitol
Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
National Auto Fleet Group									
13422									
frt-8317	2/25/2021	182,725.00	0.00	03/05/2021				No	0
100-032-587500 Vehicles				2021 freightliner M2106 garbage truck					
frt-8317 Total:		182,725.00							
National Auto Fleet Group		182,725.00							
Report Total:		182,725.00							

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 3-05-2021_2 of 3 (2517 : Accounts Payable To Be Paid Proof List

Accounts Payable

To Be Paid Proof List

User: mkflatley
Printed: 03/04/2021 - 12:09PM
Batch: 00003.03.2021 - missy1



City Of Pekin
111 S. Capitol
Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
PCHS Instrumental Music									
13717									
03042021	3/4/2021	820.00	0.00	03/05/2021				No	0
208-208-580201 Land Improvements				annual flowers					
03042021 Total:		820.00							
PCHS Instrumental Music		820.00							
Report Total:		820.00							

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 3-05-2021_3 of 3 (2517 : Accounts Payable To Be Paid Proof List

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Roy Beckham,**

AGENDA ITEM:	Financial Reports January FY 2021
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100	**General Fund**					
100-001-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-001-510100	Salary: Elected Officials	$ 50,000.00	$ 4,166.69	$ 37,500.21	$ 12,499.79	75.00%
100-001-511600	Salary: All Personnel	$ 92,936.00	$ 7,043.44	$ 66,089.31	$ 26,846.69	71.11%
100-001-515500	Vacation Pay	$ -	$ -	$ 5,719.06	$ (5,719.06)	0.00%
100-001-515600	Holiday Pay	$ -	$ 357.44	$ 2,502.08	$ (2,502.08)	0.00%
100-001-515800	Sick Pay	$ -	$ -	$ -	$ -	0.00%
100-001-517000	Oasdi/city Share 6.2%	$ 8,862.00	$ 701.97	$ 5,896.48	$ 2,965.52	66.54%
100-001-517001	Medicare/city Share 1.45%	$ 2,073.00	$ 164.16	$ 1,580.98	$ 492.02	76.27%
100-001-517401	IMRF	$ 10,846.00	$ 834.27	$ 8,510.28	$ 2,335.72	78.46%
100-001-517402	ICMA Retirement	$ -	$ -	$ -	$ -	0.00%
100-001-518000	Group Insurance	$ 38,481.00	$ 1,395.40	$ 11,925.00	$ 26,556.00	30.99%
100-001-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
100-001-518300	Workers Comp Insurance	$ 3,771.00	$ -	$ 1,230.15	$ 2,540.85	32.62%
100-001-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 206,969.00**	**$ 14,663.37**	**$ 140,953.55**	**$ 66,015.45**	**68.10%**
100-001-519000	Training And Education	$ 7,500.00	$ -	$ -	$ 7,500.00	0.00%
	Training & Education	**$ 7,500.00**	**$ -**	**$ -**	**$ 7,500.00**	**0.00%**
100-001-520200	Office Supplies	$ 300.00	$ -	$ 133.61	$ 166.39	44.54%
100-001-520400	Postage	$ 25.00	$ -	$ 256.65	$ (231.65)	1026.60%
100-001-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 325.00**	**$ -**	**$ 390.26**	**$ (65.26)**	**120.08%**
100-001-518100	Liability Insurance Premiums	$ 8,800.00	$ -	$ 8,800.00	$ -	100.00%
100-001-524000	Lease/rental Of Equipment	$ 1,588.00	$ 127.71	$ 1,187.85	$ 400.15	74.80%
100-001-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-001-538000	Maintenance Agreements	$ 1,408.00	$ 333.66	$ 1,439.56	$ (31.56)	102.24%
100-001-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-001-551600	Dues And Subscriptions	$ 4,500.00	$ -	$ 3,502.25	$ 997.75	77.83%
100-001-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
100-001-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%
100-001-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
100-001-569000	Other Contractual Service	$ 20,000.00	$ -	$ -	$ 20,000.00	0.00%
100-001-598100	Public Relations	$ 3,000.00	$ 65.00	$ 130.00	$ 2,870.00	4.33%
100-001-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 39,296.00**	**$ 526.37**	**$ 15,059.66**	**$ 24,236.34**	**38.32%**
100-001-587100	Office Equipment & Furniture	$ -	$ -	$ 177.98	$ (177.98)	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ 177.98**	**$ (177.98)**	**0.00%**
100-001-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-001-551000	Printing And Publications	$ 350.00	$ 813.75	$ 1,043.25	$ (693.25)	298.07%
100-001-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-001-599000	Miscellaneous	$ 5,000.00	$ -	$ 1,362.55	$ 3,637.45	27.25%
100-001-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 5,350.00**	**$ 813.75**	**$ 2,405.80**	**$ 2,944.20**	**44.97%**
001	**Administration**	**$ (259,440.00)**	**$ (16,003.49)**	**$ (158,987.25)**	**$ (100,452.75)**	**61.28%**

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-003-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-003-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-003-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
100-003-520400	Postage	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-003-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
100-003-560600	Corporate Counsel Fees	$ 245,000.00	$ -	$ 132,794.65	$ 112,205.35	54.20%
100-003-561000	Legal Fees	$ -	$ 300.00	$ 300.00	$ (300.00)	0.00%
100-003-561001	Legal Services - Police Labor	$ -	$ -	$ 41,605.93	$ (41,605.93)	0.00%
100-003-561002	Legal Services - Fire Labor	$ -	$ -	$ 26,884.35	$ (26,884.35)	0.00%
100-003-561003	Legal Services - Teamsters	$ 20,000.00	$ -	$ 6,466.60	$ 13,533.40	32.33%
100-003-561004	Admin Hearing Officer	$ 12,500.00	$ -	$ 3,400.00	$ 9,100.00	27.20%
100-003-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
100-003-593000	Suits And Damages	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 277,500.00**	**$ 300.00**	**$ 211,451.53**	**$ 66,048.47**	**76.20%**
100-003-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
100-003-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-003-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
100-003-599700	Income Credit	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
003	**Legal**	**$ (277,500.00)**	**$ (300.00)**	**$ (211,451.53)**	**$ (66,048.47)**	**76.20%**
100-004-451600	Dog Reclamation Fees	$ 8,000.00	$ 400.00	$ 3,400.00	$ 4,600.00	42.50%
100-004-451900	Sales - Ordinances & Maps	$ -	$ -	$ -	$ -	0.00%
100-004-452100	Liquor License App Fees	$ 1,350.00	$ 150.00	$ 600.00	$ 750.00	44.44%
100-004-452200	Vicious Dog Fee	$ -	$ -	$ -	$ -	0.00%
100-004-452500	Dangerous Dog Fee	$ 200.00	$ -	$ 200.00	$ -	100.00%
	Fees/Charges For Service	**$ 9,550.00**	**$ 550.00**	**$ 4,200.00**	**$ 5,350.00**	**43.98%**
100-004-463700	Liquor Fines	$ 500.00	$ -	$ 1,100.00	$ (600.00)	220.00%
	Fines And Forfeitures	**$ 500.00**	**$ -**	**$ 1,100.00**	**$ (600.00)**	**220.00%**
100-004-420100	Liquor Licenses	$ 62,500.00	$ -	$ 41,341.67	$ 21,158.33	66.15%
100-004-420200	Cigarette Licenses	$ 1,500.00	$ (50.00)	$ 1,750.00	$ (250.00)	116.67%
100-004-420300	One Day Liquor License	$ -	$ -	$ -	$ -	0.00%
100-004-420400	Juke Box Licenses	$ 25.00	$ -	$ 575.00	$ (550.00)	2300.00%
100-004-420600	Auctioneer Licenses	$ 10.00	$ -	$ -	$ 10.00	0.00%
100-004-420650	Body Works License	$ 1,000.00	$ -	$ 600.00	$ 400.00	60.00%
100-004-421100	Peddler Licenses	$ 400.00	$ -	$ -	$ 400.00	0.00%
100-004-421200	Push Carts	$ 250.00	$ -	$ 500.00	$ (250.00)	200.00%
100-004-421300	Transient Merchant License	$ 150.00	$ -	$ 1,050.00	$ (900.00)	700.00%
100-004-421400	Mechanical Amusement Machine	$ 6,000.00	$ -	$ 4,500.00	$ 1,500.00	75.00%
100-004-421500	State Video Machines	$ 170,000.00	$ -	$ 189,750.01	$ (19,750.01)	111.62%
100-004-421505	Video Gaming Est. Fees	$ 8,000.00	$ 62.50	$ 5,583.33	$ 2,416.67	69.79%
100-004-421600	Secondhand Dlr/Pawnbroker	$ 150.00	$ -	$ 300.00	$ (150.00)	200.00%
100-004-421700	Raffle License	$ 700.00	$ 60.00	$ 270.00	$ 430.00	38.57%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-004-421800	Billiards,Bowling,Pool License	$ 25.00	$ -	$ 575.00	$ (550.00)	2300.00%
100-004-421900	Bowling License	$ 500.00	$ -	$ 900.00	$ (400.00)	180.00%
100-004-422200	Taxicab License	$ 150.00	$ -	$ -	$ 150.00	0.00%
100-004-422300	Scrap Dealer License	$ -	$ -	$ -	$ -	0.00%
100-004-422900	Miscellaneous Licenses	$ -	$ -	$ 65.00	$ (65.00)	0.00%
100-004-426200	Loudspeaker Permits	$ 30.00	$ -	$ -	$ 30.00	0.00%
100-004-426300	Special Events Permits	$ 700.00	$ 25.00	$ 50.00	$ 650.00	7.14%
	Licenses And Permits	**$ 252,090.00**	**$ 97.50**	**$ 247,810.01**	**$ 4,279.99**	**98.30%**
100-004-498900	Non Sufficient Funds Fee	$ -	$ -	$ -	$ -	0.00%
100-004-499800	Miscellaneous Receipts	$ 500.00	$ -	$ -	$ 500.00	0.00%
100-004-499802	Cash Over/Short	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ 500.00**	**$ -**	**$ -**	**$ 500.00**	**0.00%**
100-004-511600	Salary: All Personnel	$ 144,304.00	$ 9,121.81	$ 94,341.21	$ 49,962.79	65.38%
100-004-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
100-004-515500	Vacation Pay	$ -	$ 868.55	$ 9,962.09	$ (9,962.09)	0.00%
100-004-515600	Holiday Pay	$ -	$ 1,110.04	$ 5,550.20	$ (5,550.20)	0.00%
100-004-515800	Sick Pay	$ -	$ -	$ 626.37	$ (626.37)	0.00%
100-004-517000	Oasdi/city Share 6.2%	$ 8,947.00	$ 665.98	$ 6,591.13	$ 2,355.87	73.67%
100-004-517001	Medicare/city Share 1.45%	$ 2,092.00	$ 155.74	$ 1,541.45	$ 550.55	73.68%
100-004-517401	IMRF	$ 16,840.00	$ 1,295.42	$ 12,893.03	$ 3,946.97	76.56%
100-004-518000	Group Insurance	$ 22,402.00	$ 1,970.60	$ 17,390.08	$ 5,011.92	77.63%
100-004-518300	Workers Comp Insurance	$ 892.00	$ -	$ 307.53	$ 584.47	34.48%
100-004-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 195,477.00**	**$ 15,188.14**	**$ 149,203.09**	**$ 46,273.91**	**76.33%**
100-004-519000	Training And Education	$ 3,000.00	$ -	$ 91.47	$ 2,908.53	3.05%
	Training & Education	**$ 3,000.00**	**$ -**	**$ 91.47**	**$ 2,908.53**	**3.05%**
100-004-520200	Office Supplies	$ 150.00	$ 113.54	$ 155.99	$ (5.99)	103.99%
100-004-520400	Postage	$ 125.00	$ 27.63	$ 137.23	$ (12.23)	109.78%
100-004-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 275.00**	**$ 141.17**	**$ 293.22**	**$ (18.22)**	**106.63%**
100-004-518100	Liability Insurance Premiums	$ 9,536.00	$ -	$ 9,516.00	$ 20.00	99.79%
100-004-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-004-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-004-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
100-004-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-004-551600	Dues And Subscriptions	$ 530.00	$ -	$ 455.00	$ 75.00	85.85%
100-004-569000	Other Contractual Service	$ 10,000.00	$ -	$ -	$ 10,000.00	0.00%
100-004-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 20,066.00**	**$ -**	**$ 9,971.00**	**$ 10,095.00**	**49.69%**
100-004-587100	Office Equipment & Furniture	$ -	$ -	$ 87.19	$ (87.19)	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ 87.19**	**$ (87.19)**	**0.00%**
100-004-518700	Mileage	$ 200.00	$ -	$ -	$ 200.00	0.00%
100-004-551000	Printing And Publications	$ 1,750.00	$ -	$ 5,112.21	$ (3,362.21)	292.13%
100-004-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-004-599000	Miscellaneous	$ 500.00	$ -	$ -	$ 500.00	0.00%
100-004-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Other Expenditures	**$ 2,450.00**	**$ -**	**$ 5,112.21**	**$ (2,662.21)**	**208.66%**
100-004-520941	Transfer to Police Pension	$ 68,000.00	$ -	$ -	$ 68,000.00	0.00%
100-004-520944	Transfer to Fire Pension	$ 102,000.00	$ -	$ -	$ 102,000.00	0.00%
	Transfers To Other Funds	**$ 170,000.00**	**$ -**	**$ -**	**$ 170,000.00**	**0.00%**
004	**City Clerk**	**$ (128,628.00)**	**$ (14,681.81)**	**$ 88,351.83**	**$ (216,979.83)**	**-68.69%**
100-005-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-005-511600	Salary: All Personnel	$ 93,994.00	$ 6,075.21	$ 66,305.03	$ 27,688.97	70.54%
100-005-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
100-005-515500	Vacation Pay	$ -	$ 399.48	$ 7,163.76	$ (7,163.76)	0.00%
100-005-515600	Holiday Pay	$ -	$ 587.22	$ 3,397.79	$ (3,397.79)	0.00%
100-005-515800	Sick Pay	$ -	$ -	$ 580.13	$ (580.13)	0.00%
100-005-517000	Oasdi/city Share 6.2%	$ 5,828.00	$ 426.50	$ 4,693.12	$ 1,134.88	80.53%
100-005-517001	Medicare/city Share 1.45%	$ 1,363.00	$ 99.75	$ 1,097.41	$ 265.59	80.51%
100-005-517401	IMRF	$ 10,969.00	$ 824.05	$ 8,597.37	$ 2,371.63	78.38%
100-005-518000	Group Insurance	$ 9,406.00	$ 897.18	$ 7,444.44	$ 1,961.56	79.15%
100-005-518300	Workers Comp Insurance	$ 892.00	$ -	$ 307.53	$ 584.47	34.48%
100-005-559000	Medical Expense/supplies	$ -	$ -	$ 565.75	$ (565.75)	0.00%
	Personnel	**$ 122,452.00**	**$ 9,309.39**	**$ 100,152.33**	**$ 22,299.67**	**81.79%**
100-005-519000	Training And Education	$ 5,550.00	$ -	$ 2,393.32	$ 3,156.68	43.12%
	Training & Education	**$ 5,550.00**	**$ -**	**$ 2,393.32**	**$ 3,156.68**	**43.12%**
100-005-520200	Office Supplies	$ 600.00	$ 23.36	$ 372.69	$ 227.31	62.12%
100-005-520400	Postage	$ 150.00	$ -	$ 1.00	$ 149.00	0.67%
100-005-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 750.00**	**$ 23.36**	**$ 373.69**	**$ 376.31**	**49.83%**
100-005-518100	Liability Insurance Premiums	$ 9,536.00	$ -	$ 9,516.00	$ 20.00	99.79%
100-005-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-005-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-005-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
100-005-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-005-551600	Dues And Subscriptions	$ 2,900.00	$ -	$ 1,842.00	$ 1,058.00	63.52%
100-005-569000	Other Contractual Service	$ 6,000.00	$ -	$ 3,050.90	$ 2,949.10	50.85%
100-005-597900	Employee Recognition	$ 4,000.00	$ -	$ 2,447.56	$ 1,552.44	61.19%
100-005-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 22,436.00**	**$ -**	**$ 16,856.46**	**$ 5,579.54**	**75.13%**
100-005-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-005-518700	Mileage	$ 300.00	$ -	$ -	$ 300.00	0.00%
100-005-551000	Printing And Publications	$ 2,000.00	$ 587.45	$ 2,662.73	$ (662.73)	133.14%
100-005-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-005-599000	Miscellaneous	$ 500.00	$ 34.50	$ 274.38	$ 225.62	54.88%
100-005-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 2,800.00**	**$ 621.95**	**$ 2,937.11**	**$ (137.11)**	**104.90%**

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
005	**Personnel**	**$ (153,988.00)**	**$ (9,954.70)**	**$ (122,712.91)**	**$ (31,275.09)**	**79.69%**
100-006-499800	Miscellaneous Receipts	$ -	$ 0.55	$ 1.65	$ (1.65)	0.00%
	Other Revenue	**$ -**	**$ 0.55**	**$ 1.65**	**$ (1.65)**	**0.00%**
100-006-511600	Salary: All Personnel	$ 193,250.00	$ 12,981.67	$ 126,838.62	$ 66,411.38	65.63%
100-006-515000	Overtime	$ 1,500.00	$ 77.72	$ 77.72	$ 1,422.28	5.18%
100-006-515500	Vacation Pay	$ -	$ 1,520.87	$ 10,694.77	$ (10,694.77)	0.00%
100-006-515600	Holiday Pay	$ -	$ 1,691.52	$ 7,873.02	$ (7,873.02)	0.00%
100-006-515800	Sick Pay	$ -	$ 1,544.64	$ 4,641.14	$ (4,641.14)	0.00%
100-006-517000	Oasdi/city Share 6.2%	$ 12,074.00	$ 1,061.45	$ 9,053.13	$ 3,020.87	74.98%
100-006-517001	Medicare/city Share 1.45%	$ 2,824.00	$ 248.27	$ 2,104.57	$ 719.43	74.52%
100-006-517401	IMRF	$ 22,727.00	$ 2,079.00	$ 17,525.64	$ 5,201.36	77.11%
100-006-518000	Group Insurance	$ 78,193.00	$ 5,328.36	$ 39,278.91	$ 38,914.09	50.23%
100-006-518200	Unemployment Insurance	$ -	$ -	$ 10,164.00	$ (10,164.00)	0.00%
100-006-518300	Workers Comp Insurance	$ 892.00	$ -	$ 1,231.17	$ (339.17)	138.02%
100-006-559000	Medical Expense/supplies	$ 192.00	$ -	$ 117.00	$ 75.00	60.94%
	Personnel	**$ 311,652.00**	**$ 26,533.50**	**$ 229,599.69**	**$ 82,052.31**	**73.67%**
100-006-519000	Training And Education	$ 7,500.00	$ -	$ 142.22	$ 7,357.78	1.90%
	Training & Education	**$ 7,500.00**	**$ -**	**$ 142.22**	**$ 7,357.78**	**1.90%**
100-006-520200	Office Supplies	$ 2,000.00	$ -	$ 616.96	$ 1,383.04	30.85%
100-006-520400	Postage	$ 2,300.00	$ 190.30	$ 1,982.60	$ 317.40	86.20%
100-006-529000	Equipment	$ 500.00	$ -	$ -	$ 500.00	0.00%
	Supplies & Materials	**$ 4,800.00**	**$ 190.30**	**$ 2,599.56**	**$ 2,200.44**	**54.16%**
100-006-518100	Liability Insurance Premiums	$ 11,227.00	$ -	$ 11,226.00	$ 1.00	99.99%
100-006-524000	Lease/rental Of Equipment	$ 1,588.00	$ 127.71	$ 255.42	$ 1,332.58	16.08%
100-006-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-006-538000	Maintenance Agreements	$ 375.00	$ 130.75	$ 532.58	$ (157.58)	142.02%
100-006-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-006-551600	Dues And Subscriptions	$ 375.00	$ -	$ 700.00	$ (325.00)	186.67%
100-006-560100	Auditing Fees	$ -	$ -	$ -	$ -	0.00%
100-006-560800	Collection Agency Fees	$ -	$ -	$ -	$ -	0.00%
100-006-569000	Other Contractual Service	$ 10,000.00	$ -	$ 15,967.25	$ (5,967.25)	159.67%
100-006-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 23,565.00**	**$ 258.46**	**$ 28,681.25**	**$ (5,116.25)**	**121.71%**
100-006-587100	Office Equipment & Furniture	$ -	$ -	$ 373.98	$ (373.98)	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ 373.98**	**$ (373.98)**	**0.00%**
100-006-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-006-551000	Printing And Publications	$ 5,000.00	$ 1,287.28	$ 4,182.17	$ 817.83	83.64%
100-006-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-006-599000	Miscellaneous	$ 500.00	$ -	$ 51.83	$ 448.17	10.37%
100-006-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 5,500.00**	**$ 1,287.28**	**$ 4,234.00**	**$ 1,266.00**	**76.98%**
100-006-520900	Transfer To Tpccc	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
006	**Finance**	**$ (353,017.00)**	**$ (27,056.47)**	**$ (264,416.53)**	**$ (88,600.47)**	**74.90%**

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-007-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-007-511600	Salary: All Personnel	$ 203,455.00	$ 7,842.52	$ 89,155.75	$ 114,299.25	43.82%
100-007-515000	Overtime	$ 2,550.00	$ -	$ -	$ 2,550.00	0.00%
100-007-515500	Vacation Pay	$ -	$ -	$ 3,869.62	$ (3,869.62)	0.00%
100-007-515600	Holiday Pay	$ -	$ 932.22	$ 4,624.95	$ (4,624.95)	0.00%
100-007-515800	Sick Pay	$ -	$ 593.95	$ 2,057.61	$ (2,057.61)	0.00%
100-007-517000	Oasdi/city Share 6.2%	$ 12,772.00	$ 561.44	$ 6,039.72	$ 6,732.28	47.29%
100-007-517001	Medicare/city Share 1.45%	$ 2,987.00	$ 131.30	$ 1,412.60	$ 1,574.40	47.29%
100-007-517401	IMRF	$ 24,041.00	$ 1,087.90	$ 11,597.98	$ 12,443.02	48.24%
100-007-518000	Group Insurance	$ 59,984.00	$ 1,703.56	$ 13,495.99	$ 46,488.01	22.50%
100-007-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
100-007-518300	Workers Comp Insurance	$ 900.00	$ -	$ 7,130.89	$ (6,230.89)	792.32%
100-007-554300	Uniforms And Tools	$ 300.00	$ -	$ 473.56	$ (173.56)	157.85%
100-007-557200	License And Inspection Fees	$ -	$ -	$ -	$ -	0.00%
100-007-559000	Medical Expense/supplies	$ 500.00	$ -	$ 379.00	$ 121.00	75.80%
	Personnel	**$ 307,489.00**	**$ 12,852.89**	**$ 140,237.67**	**$ 167,251.33**	**45.61%**
100-007-519000	Training And Education	$ 1,500.00	$ -	$ 440.00	$ 1,060.00	29.33%
	Training & Education	**$ 1,500.00**	**$ -**	**$ 440.00**	**$ 1,060.00**	**29.33%**
100-007-520200	Office Supplies	$ 250.00	$ 45.78	$ 306.81	$ (56.81)	122.72%
100-007-520400	Postage	$ 500.00	$ 8.35	$ 198.50	$ 301.50	39.70%
100-007-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
100-007-522400	General Supplies	$ 150.00	$ -	$ 183.85	$ (33.85)	122.57%
100-007-529000	Equipment	$ 500.00	$ -	$ 527.82	$ (27.82)	105.56%
100-007-556100	Gasoline/diesel Fuel	$ 1,500.00	$ -	$ 541.05	$ 958.95	36.07%
	Supplies & Materials	**$ 2,900.00**	**$ 54.13**	**$ 1,758.03**	**$ 1,141.97**	**60.62%**
100-007-518100	Liability Insurance Premiums	$ 9,607.00	$ -	$ 5,377.00	$ 4,230.00	55.97%
100-007-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-007-534000	Automotive Expense	$ 525.00	$ -	$ 628.51	$ (103.51)	119.72%
100-007-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-007-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
100-007-550300	Telephone	$ 2,700.00	$ -	$ 150.00	$ 2,550.00	5.56%
100-007-551600	Dues And Subscriptions	$ 2,750.00	$ -	$ 1,050.00	$ 1,700.00	38.18%
100-007-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
100-007-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
100-007-569000	Other Contractual Service	$ 100,000.00	$ 7,450.00	$ 74,345.30	$ 25,654.70	74.35%
100-007-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 115,582.00**	**$ 7,450.00**	**$ 81,550.81**	**$ 34,031.19**	**70.56%**
100-007-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
100-007-587100	Office Equipment & Furniture	$ -	$ -	$ 177.98	$ (177.98)	0.00%
100-007-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ 177.98**	**$ (177.98)**	**0.00%**
100-007-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-007-551000	Printing And Publications	$ 100.00	$ -	$ 57.50	$ 42.50	57.50%
100-007-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-007-593300	Lien Filing Fee	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-007-599000	Miscellaneous	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
100-007-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 1,100.00**	**$ -**	**$ 57.50**	**$ 1,042.50**	**5.23%**
100-007-520231	Transfer To Sewerage Fund	$ -	$ -	$ -	$ -	0.00%
100-007-520240	Transfer To Motor Fuel	$ -	$ -	$ -	$ -	0.00%
100-007-520261	Transfer To Hud #2	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
007	**Public Works**	**$ (428,571.00)**	**$ (20,357.02)**	**$ (224,221.99)**	**$ (204,349.01)**	**52.32%**
100-009-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-009-511600	Salary: All Personnel	$ 80,571.00	$ 4,908.03	$ 69,690.72	$ 10,880.28	86.50%
100-009-515000	Overtime	$ 4,500.00	$ -	$ 412.32	$ 4,087.68	9.16%
100-009-515500	Vacation Pay	$ -	$ 2,228.03	$ 5,806.75	$ (5,806.75)	0.00%
100-009-515600	Holiday Pay	$ -	$ 478.35	$ 2,835.00	$ (2,835.00)	0.00%
100-009-515800	Sick Pay	$ -	$ -	$ 470.69	$ (470.69)	0.00%
100-009-517000	Oasdi/city Share 6.2%	$ 5,271.00	$ 448.63	$ 4,692.54	$ 578.46	89.03%
100-009-517001	Medicare/city Share 1.45%	$ 1,229.00	$ 104.97	$ 1,097.42	$ 131.58	89.29%
100-009-517401	IMRF	$ 9,928.00	$ 888.63	$ 9,244.48	$ 683.52	93.12%
100-009-518000	Group Insurance	$ 20,996.00	$ 1,945.20	$ 17,061.59	$ 3,934.41	81.26%
100-009-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
100-009-518300	Workers Comp Insurance	$ 892.00	$ -	$ 307.53	$ 584.47	34.48%
100-009-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 123,387.00**	**$ 11,001.84**	**$ 111,619.04**	**$ 11,767.96**	**90.46%**
100-009-519000	Training And Education	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
	Training & Education	**$ 5,000.00**	**$ -**	**$ -**	**$ 5,000.00**	**0.00%**
100-009-520200	Office Supplies	$ 100.00	$ -	$ 44.16	$ 55.84	44.16%
100-009-520400	Postage	$ 200.00	$ -	$ -	$ 200.00	0.00%
100-009-529000	Equipment	$ 400.00	$ -	$ 75.92	$ 324.08	18.98%
	Supplies & Materials	**$ 700.00**	**$ -**	**$ 120.08**	**$ 579.92**	**17.15%**
100-009-518100	Liability Insurance Premiums	$ 9,536.00	$ -	$ 7,174.00	$ 2,362.00	75.23%
100-009-534400	Equipment Repairs	$ 500.00	$ -	$ -	$ 500.00	0.00%
100-009-538000	Maintenance Agreements	$ 540,507.00	$ 7,411.94	$ 396,404.49	$ 144,102.51	73.34%
100-009-550300	Telephone	$ 223,800.00	$ 23,727.30	$ 154,517.71	$ 69,282.29	69.04%
100-009-551600	Dues And Subscriptions	$ 1,500.00	$ -	$ 4,995.00	$ (3,495.00)	333.00%
100-009-569000	Other Contractual Service	$ 10,000.00	$ -	$ 159.98	$ 9,840.02	1.60%
100-009-599801	Computer Software	$ 75,000.00	$ -	$ 10,312.34	$ 64,687.66	13.75%
	Contractual Services	**$ 860,843.00**	**$ 31,139.24**	**$ 573,563.52**	**$ 287,279.48**	**66.63%**
100-009-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-009-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-009-529500	AVL Equipment	$ 20,835.00	$ -	$ 5,707.20	$ 15,127.80	27.39%
100-009-551000	Printing And Publications	$ 250.00	$ -	$ -	$ 250.00	0.00%
100-009-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-009-599000	Miscellaneous	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-009-599802	Computer Hardware	$ 248,027.00	$ 5,758.64	$ 217,768.89	$ 30,258.11	87.80%
	Other Expenditures	**$ 270,112.00**	**$ 5,758.64**	**$ 223,476.09**	**$ 46,635.91**	**82.73%**
009	**I.T.**	**$ (1,260,042.00)**	**$ (47,899.72)**	**$ (908,778.73)**	**$ (351,263.27)**	**72.12%**
100-032-410101	Re Tax Twp Levy-road & Br	$ -	$ -	$ 123.67	$ (123.67)	0.00%
100-032-412001	Replacement P/p Tax - Twp	$ 26,000.00	$ 9,146.76	$ 21,124.77	$ 4,875.23	81.25%
100-032-414001	Local Use Gas Tax	$ -	$ -	$ -	$ -	0.00%
	Taxes	**$ 26,000.00**	**$ 9,146.76**	**$ 21,248.44**	**$ 4,751.56**	**81.72%**
100-032-435000	IDOT - State Routes Maint	$ 45,000.00	$ -	$ 2,622.72	$ 42,377.28	5.83%
100-032-435200	Traffic Light Reimbursement	$ 5,000.00	$ -	$ 475.11	$ 4,524.89	9.50%
100-032-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ 50,000.00**	**$ -**	**$ 3,097.83**	**$ 46,902.17**	**6.20%**
100-032-451800	50 / 50 Sidewalk Project	$ -	$ -	$ -	$ -	0.00%
100-032-498900	Non Sufficient Funds Fee	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-032-463500	Late Payment Penalty	$ -	$ -	$ -	$ -	0.00%
100-032-463600	Interest Charges	$ -	$ -	$ -	$ -	0.00%
100-032-494100	City Property Dmg Reimb	$ 10,000.00	$ 1,175.40	$ 15,443.42	$ (5,443.42)	154.43%
	Fines And Forfeitures	**$ 10,000.00**	**$ 1,175.40**	**$ 15,443.42**	**$ (5,443.42)**	**154.43%**
100-032-425200	Street Opening Permits	$ 140,000.00	$ 13,104.00	$ 321,933.00	$ (181,933.00)	229.95%
100-032-425400	Curb Cuts	$ -	$ -	$ -	$ -	0.00%
	Licenses And Permits	**$ 140,000.00**	**$ 13,104.00**	**$ 321,933.00**	**$ (181,933.00)**	**229.95%**
100-032-499400	Proceeds Of Auction	$ -	$ -	$ -	$ -	0.00%
100-032-499404	Sale Of Equipment	$ 10,000.00	$ -	$ 23,000.00	$ (13,000.00)	230.00%
100-032-499406	Sale Of Salt /FBOP, PCHS	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
100-032-499800	Miscellaneous Receipts	$ 5,000.00	$ -	$ 537.50	$ 4,462.50	10.75%
	Other Revenue	**$ 20,000.00**	**$ -**	**$ 23,537.50**	**$ (3,537.50)**	**117.69%**
100-032-440445	Transfer from Capital Project	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-032-511600	Salary: All Personnel	$ 494,131.00	$ 32,317.20	$ 360,461.94	$ 133,669.06	72.95%
100-032-514800	Yard Crew	$ -	$ -	$ -	$ -	0.00%
100-032-515000	Overtime	$ 66,625.00	$ 15,820.05	$ 25,461.06	$ 41,163.94	38.22%
100-032-515500	Vacation Pay	$ -	$ 3,897.55	$ 32,856.10	$ (32,856.10)	0.00%
100-032-515600	Holiday Pay	$ -	$ 4,922.01	$ 26,438.98	$ (26,438.98)	0.00%
100-032-515800	Sick Pay	$ -	$ 376.56	$ 13,196.81	$ (13,196.81)	0.00%
100-032-517000	Oasdi/city Share 6.2%	$ 34,767.00	$ 3,462.23	$ 28,018.98	$ 6,748.02	80.59%
100-032-517001	Medicare/city Share 1.45%	$ 8,131.00	$ 809.75	$ 6,560.92	$ 1,570.08	80.69%
100-032-517401	IMRF	$ 65,440.00	$ 6,685.34	$ 42,132.89	$ 23,307.11	64.38%
100-032-518000	Group Insurance	$ 155,973.00	$ 13,100.89	$ 94,567.65	$ 61,405.35	60.63%
100-032-518200	Unemployment Insurance	$ 2,700.00	$ -	$ -	$ 2,700.00	0.00%
100-032-518300	Workers Comp Insurance	$ 39,887.00	$ -	$ 36,379.57	$ 3,507.43	91.21%
100-032-554300	Uniforms And Tools	$ 4,000.00	$ 214.44	$ 6,892.46	$ (2,892.46)	172.31%
100-032-559000	Medical Expense/supplies	$ 1,500.00	$ -	$ 577.80	$ 922.20	38.52%
	Personnel	**$ 873,154.00**	**$ 81,606.02**	**$ 673,545.16**	**$ 199,608.84**	**77.14%**

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-032-519000	Training And Education	$ -	$ -	$ 100.00	$ (100.00)	0.00%
	Training & Education	**$ -**	**$ -**	**$ 100.00**	**$ (100.00)**	**0.00%**
100-032-520200	Office Supplies	$ 500.00	$ 5.49	$ 170.35	$ 329.65	34.07%
100-032-520400	Postage	$ 100.00	$ -	$ 2.00	$ 98.00	2.00%
100-032-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
100-032-522400	General Supplies	$ 20,000.00	$ 702.05	$ 33,660.23	$ (13,660.23)	168.30%
100-032-523000	Traffic/Street Signs & Marking	$ -	$ -	$ -	$ -	0.00%
100-032-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
100-032-535000	Material And Hauling	$ 15,000.00	$ -	$ 47,659.94	$ (32,659.94)	317.73%
100-032-556100	Gasoline/diesel Fuel	$ 40,000.00	$ 4,011.50	$ 40,527.69	$ (527.69)	101.32%
	Supplies & Materials	**$ 75,600.00**	**$ 4,719.04**	**$ 122,020.21**	**$ (46,420.21)**	**161.40%**
100-032-518100	Liability Insurance Premiums	$ 19,868.00	$ -	$ 19,262.00	$ 606.00	96.95%
100-032-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-032-532000	Electronic Equipment Main	$ -	$ -	$ -	$ -	0.00%
100-032-534000	Automotive Expense	$ -	$ -	$ -	$ -	0.00%
100-032-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-032-534900	Sidewalk Renovation / Ins	$ -	$ -	$ 675.15	$ (675.15)	0.00%
100-032-536000	Tree Removal / Replacemen	$ 100,000.00	$ 21,037.50	$ 164,522.50	$ (64,522.50)	164.52%
100-032-536300	Snow Removal - Salt And C	$ -	$ -	$ -	$ -	0.00%
100-032-538000	Maintenance Agreements	$ 2,000.00	$ 2,303.81	$ 2,599.30	$ (599.30)	129.97%
100-032-550100	Utilities	$ 10,000.00	$ 3,661.66	$ 10,900.04	$ (900.04)	109.00%
100-032-550300	Telephone	$ 1,200.00	$ 19.61	$ 226.11	$ 973.89	18.84%
100-032-550500	Electricity For Street Li	$ -	$ -	$ -	$ -	0.00%
100-032-550600	Electricity For Signal Li	$ -	$ -	$ -	$ -	0.00%
100-032-551600	Dues And Subscriptions	$ 5,250.00	$ -	$ 5,210.70	$ 39.30	99.25%
100-032-555000	Radio Expense	$ 2,000.00	$ -	$ 398.90	$ 1,601.10	19.95%
100-032-557300	Epa Permits	$ -	$ -	$ -	$ -	0.00%
100-032-559900	Receivable Charge Off	$ -	$ -	$ -	$ -	0.00%
100-032-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%
100-032-561000	Attorney fees	$ -	$ -	$ -	$ -	0.00%
100-032-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
100-032-561300	Testing Fees	$ -	$ -	$ 3,768.75	$ (3,768.75)	0.00%
100-032-561301	Testing - Street Maintena	$ -	$ -	$ -	$ -	0.00%
100-032-564100	Drainage Improvements	$ -	$ -	$ 2,411.50	$ (2,411.50)	0.00%
100-032-569000	Other Contractual Service	$ 5,500.00	$ 573.40	$ 5,031.80	$ 468.20	91.49%
100-032-569001	Street Maintenance	$ -	$ -	$ -	$ -	0.00%
100-032-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 145,818.00**	**$ 27,595.98**	**$ 215,006.75**	**$ (69,188.75)**	**147.45%**
100-032-580200	Purchase Of Property	$ -	$ -	$ -	$ -	0.00%
100-032-580201	Land Improvements	$ -	$ -	$ -	$ -	0.00%
100-032-580500	Street Construction	$ -	$ -	$ -	$ -	0.00%
100-032-580501	Street Repair	$ 35,000.00	$ -	$ 750.00	$ 34,250.00	2.14%
100-032-580600	Sewer Construction	$ -	$ -	$ -	$ -	0.00%
100-032-587000	Machinery & Equipment	$ -	$ -	$ -	$ -	0.00%
100-032-587001	Lease/Purchase of Equipment	$ -	$ -	$ -	$ -	0.00%
100-032-587100	Office Equipment & Furniture	$ 500.00	$ -	$ -	$ 500.00	0.00%
100-032-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ 35,500.00**	**$ -**	**$ 750.00**	**$ 34,750.00**	**2.11%**
100-032-518700	Mileage	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-032-551000	Printing And Publications	$ 400.00	$ -	$ -	$ 400.00	0.00%
100-032-554200	Meals Lodging	$ 600.00	$ -	$ -	$ 600.00	0.00%
100-032-557200	License And Inspection Fees	$ 1,000.00	$ -	$ 822.00	$ 178.00	82.20%
100-032-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
100-032-599000	Miscellaneous	$ 5,000.00	$ -	$ 57.99	$ 4,942.01	1.16%
100-032-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
100-032-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 7,000.00**	**$ -**	**$ 879.99**	**$ 6,120.01**	**12.57%**
100-032-520100	Transfer To General Fund	$ -	$ -	$ -	$ -	0.00%
100-032-520231	Transfer To Sewerage Fund	$ -	$ -	$ -	$ -	0.00%
100-032-520900	Transfer To Tpccc	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
032	**Street Dept**	**$ (891,072.00)**	**$ (90,494.88)**	**$ (627,041.92)**	**$ (264,030.08)**	**70.37%**
100-034-437300	SOI - Training Reimbursem	$ -	$ -	$ -	$ -	0.00%
100-034-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
100-034-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
100-034-442700	County Grants	$ 2,500.00	$ -	$ 1,000.00	$ 1,500.00	40.00%
	Intergovernmental	**$ 2,500.00**	**$ -**	**$ 1,000.00**	**$ 1,500.00**	**40.00%**
100-034-451000	Copy Money/Accidents etc	$ 250.00	$ -	$ 50.00	$ 200.00	20.00%
100-034-454001	Fire Protection - Normandale	$ -	$ -	$ -	$ -	0.00%
100-034-454002	Fire Protection - Brush Hill	$ 183,273.00	$ -	$ -	$ 183,273.00	0.00%
100-034-454003	Fire Protection - Powerton	$ 356,064.00	$ 88,984.70	$ 266,954.11	$ 89,109.89	74.97%
100-034-454100	Hazardous Waste Cleanup	$ 2,500.00	$ -	$ 2,525.61	$ (25.61)	101.02%
100-034-454200	Non Resident Rescue Fees	$ 3,500.00	$ 550.00	$ 3,300.00	$ 200.00	94.29%
100-034-454300	Hydrant Flushing	$ 400.00	$ -	$ -	$ 400.00	0.00%
100-034-454400	Overtime Reimbursements	$ -	$ -	$ -	$ -	0.00%
100-034-454600	CPR Training Fees	$ -	$ -	$ -	$ -	0.00%
100-034-454700	Sprinkler Fees	$ 300.00	$ -	$ 300.00	$ -	100.00%
100-034-454800	AMT Transport Assist	$ 3,300.00	$ -	$ 300.00	$ 3,000.00	9.09%
100-034-455005	AMT Franchise	$ 65,377.00	$ 5,448.14	$ 48,988.96	$ 16,388.04	74.93%
	Fees/Charges For Service	**$ 614,964.00**	**$ 94,982.84**	**$ 322,418.68**	**$ 292,545.32**	**52.43%**
100-034-464100	False Alarm Fee	$ -	$ -	$ -	$ -	0.00%
100-034-494100	City Property Dmg Reimb	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-034-493002	Fire Prevention Contribut	$ -	$ -	$ 5,000.00	$ (5,000.00)	0.00%
100-034-493600	Training Reimbursements	$ 13,000.00	$ -	$ -	$ 13,000.00	0.00%
100-034-495600	Insurance Reimbursements	$ -	$ -	$ 7,567.56	$ (7,567.56)	0.00%
100-034-499400	Proceeds Of Auction	$ -	$ -	$ -	$ -	0.00%
100-034-499404	Sale Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-034-499800	Miscellaneous Receipts	$ 30,000.00	$ 27,290.93	$ 128,501.91	$ (98,501.91)	428.34%
	Other Revenue	**$ 43,000.00**	**$ 27,290.93**	**$ 141,069.47**	**$ (98,069.47)**	**328.07%**
100-034-511600	Salary: All Personnel	$ 4,304,932.00	$ 294,346.13	$ 2,786,074.61	$ 1,518,857.39	64.72%
100-034-515000	Overtime	$ 350,000.00	$ 41,323.79	$ 530,026.60	$ (180,026.60)	151.44%
100-034-515200	Longevity Pay	$ -	$ -	$ -	$ -	0.00%
100-034-515400	Education Pay	$ -	$ -	$ -	$ -	0.00%
100-034-515500	Vacation Pay	$ -	$ 17,854.67	$ 296,252.32	$ (296,252.32)	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-034-515600	Holiday Pay	$ 209,461.00	$ 2,071.54	$ 126,717.88	$ 82,743.12	60.50%
100-034-515800	Sick Pay	$ -	$ 2,221.36	$ 120,535.12	$ (120,535.12)	0.00%
100-034-515900	Injury Pay	$ -	$ 7,288.32	$ 215,950.51	$ (215,950.51)	0.00%
100-034-517000	Oasdi/city Share 6.2%	$ 3,094.00	$ 224.38	$ 2,247.00	$ 847.00	72.62%
100-034-517001	Medicare/city Share 1.45%	$ 69,753.00	$ 4,983.05	$ 55,544.08	$ 14,208.92	79.63%
100-034-517401	IMRF	$ 5,824.00	$ 455.76	$ 4,557.60	$ 1,266.40	78.26%
100-034-517403	Employer Pension Contributions	$ -	$ -	$ -	$ -	0.00%
100-034-518000	Group Insurance	$ 1,420,202.00	$ 96,217.54	$ 781,665.18	$ 638,536.82	55.04%
100-034-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
100-034-518300	Workers Comp Insurance	$ 196,093.00	$ -	$ 178,775.70	$ 17,317.30	91.17%
100-034-518900	Uniform Allowance	$ 38,600.00	$ -	$ 31,580.78	$ 7,019.22	81.82%
100-034-554300	Uniform & Tool Allowance	$ -	$ -	$ -	$ -	0.00%
100-034-559000	Medical Expense/supplies	$ 27,500.00	$ -	$ 266.00	$ 27,234.00	0.97%
	Personnel	**$ 6,625,459.00**	**$ 466,986.54**	**$ 5,130,193.38**	**$ 1,495,265.62**	**77.43%**
100-034-519000	Training And Education	$ 64,000.00	$ -	$ 1,980.25	$ 62,019.75	3.09%
	Training & Education	**$ 64,000.00**	**$ -**	**$ 1,980.25**	**$ 62,019.75**	**3.09%**
100-034-520200	Office Supplies	$ 3,176.00	$ -	$ 665.35	$ 2,510.65	20.95%
100-034-520400	Postage	$ 200.00	$ 5.65	$ 141.89	$ 58.11	70.95%
100-034-522000	Photographic Supplies	$ 200.00	$ -	$ -	$ 200.00	0.00%
100-034-522400	General Supplies	$ 21,750.00	$ 354.15	$ 10,480.64	$ 11,269.36	48.19%
100-034-522500	Emergency Medical Supplie	$ 39,800.00	$ 1,437.43	$ 26,519.10	$ 13,280.90	66.63%
100-034-529000	Equipment	$ 87,925.00	$ 4,716.94	$ 41,278.59	$ 46,646.41	46.95%
100-034-556100	Gasoline/diesel Fuel	$ 25,000.00	$ 2,182.75	$ 20,751.01	$ 4,248.99	83.00%
	Supplies & Materials	**$ 178,051.00**	**$ 8,696.92**	**$ 99,836.58**	**$ 78,214.42**	**56.07%**
100-034-518100	Liability Insurance Premiums	$ 111,260.00	$ -	$ 107,208.00	$ 4,052.00	96.36%
100-034-520905	Public Safety Dispatching Fee	$ 179,156.00	$ 40,908.00	$ 179,152.00	$ 4.00	100.00%
100-034-524000	Lease/rental Of Equipment	$ 4,000.00	$ 260.86	$ 13,658.22	$ (9,658.22)	341.46%
100-034-534000	Automotive Expense	$ 52,500.00	$ 5,478.96	$ 177,376.68	$ (124,876.68)	337.86%
100-034-534200	Buildings & Grounds Maintenanc	$ -	$ -	$ 619.86	$ (619.86)	0.00%
100-034-534400	Equipment Repairs	$ 9,000.00	$ 1,176.82	$ 18,745.60	$ (9,745.60)	208.28%
100-034-538000	Maintenance Agreements	$ 3,300.00	$ 123.94	$ 1,622.38	$ 1,677.62	49.16%
100-034-550100	Utilities	$ 33,000.00	$ 2,008.93	$ 16,763.32	$ 16,236.68	50.80%
100-034-550300	Telephone	$ -	$ 49.35	$ 243.48	$ (243.48)	0.00%
100-034-551600	Dues And Subscriptions	$ 2,600.00	$ 125.00	$ 304.00	$ 2,296.00	11.69%
100-034-555000	Radio Expense	$ 10,000.00	$ 763.88	$ 8,583.82	$ 1,416.18	85.84%
100-034-559900	Receivable Charge Off	$ -	$ -	$ -	$ -	0.00%
100-034-569000	Other Contractual Service	$ -	$ -	$ 4,629.75	$ (4,629.75)	0.00%
100-034-592605	Bike Program	$ -	$ -	$ -	$ -	0.00%
100-034-592800	Polygraph Exam	$ -	$ -	$ -	$ -	0.00%
100-034-598000	Fire Prevention	$ 1,500.00	$ -	$ 600.00	$ 900.00	40.00%
100-034-598100	Public Relations	$ -	$ -	$ 1,209.90	$ (1,209.90)	0.00%
100-034-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 406,316.00**	**$ 50,895.74**	**$ 530,717.01**	**$ (124,401.01)**	**130.62%**
100-034-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
100-034-587001	Lease / Purchase Equipmen	$ -	$ -	$ -	$ -	0.00%
100-034-587100	Office Equipment & Furniture	$ 850.00	$ -	$ 54,094.01	$ (53,244.01)	6364.00%
100-034-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ 850.00**	**$ -**	**$ 54,094.01**	**$ (53,244.01)**	**6364.00%**

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-034-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-034-551000	Printing And Publications	$ 200.00	$ -	$ 275.24	$ (75.24)	137.62%
100-034-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-034-557200	License And Inspection Fees	$ 3,200.00	$ (70.00)	$ 4,492.60	$ (1,292.60)	140.39%
100-034-599000	Miscellaneous	$ 2,000.00	$ -	$ 744.70	$ 1,255.30	37.24%
100-034-599802	Computer Hardware	$ -	$ 21.58	$ 402.10	$ (402.10)	0.00%
100-034-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 5,400.00**	**$ (48.42)**	**$ 5,914.64**	**$ (514.64)**	**109.53%**
100-034-520900	Transfer to TPCC	$ -	$ -	$ -	$ -	0.00%
100-034-544900	Transfer To Tpccc	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
034	**Fire Dept**	**$ (6,619,612.00)**	**$ (404,257.01)**	**$ (5,358,247.72)**	**$ (1,261,364.28)**	**80.95%**
100-068-435100	Iepa - Air Monitoring Reimburs	$ 300.00	$ -	$ -	$ 300.00	0.00%
100-068-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
100-068-442700	County Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ 300.00**	**$ -**	**$ -**	**$ 300.00**	**0.00%**
100-068-494100	City Property Dmg Reimb	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-068-491000	Rental Of Municipal Property	$ 230,000.00	$ 12,789.19	$ 167,382.67	$ 62,617.33	72.78%
100-068-491500	Sale Of Municipal Property	$ 3,165.00	$ -	$ -	$ 3,165.00	0.00%
100-068-499800	Miscellaneous Receipts	$ -	$ -	$ 1,320.00	$ (1,320.00)	0.00%
	Other Revenue	**$ 233,165.00**	**$ 12,789.19**	**$ 168,702.67**	**$ 64,462.33**	**72.35%**
100-068-511600	Salary: All Personnel	$ 164,529.00	$ 7,556.52	$ 38,722.60	$ 125,806.40	23.54%
100-068-514600	Wages Yard Crew	$ 75,000.00	$ 2,283.12	$ 78,950.81	$ (3,950.81)	105.27%
100-068-515000	Overtime	$ 6,651.00	$ 94.98	$ 306.03	$ 6,344.97	4.60%
100-068-515500	Vacation Pay	$ -	$ 225.12	$ 636.60	$ (636.60)	0.00%
100-068-515600	Holiday Pay	$ -	$ 711.97	$ 2,708.17	$ (2,708.17)	0.00%
100-068-515800	Sick Pay	$ -	$ -	$ 597.11	$ (597.11)	0.00%
100-068-517000	Oasdi/city Share 6.2%	$ 15,263.00	$ 655.43	$ 7,497.22	$ 7,765.78	49.12%
100-068-517001	Medicare/city Share 1.45%	$ 3,570.00	$ 153.26	$ 1,753.31	$ 1,816.69	49.11%
100-068-517401	IMRF	$ 19,977.00	$ 731.88	$ 4,234.50	$ 15,742.50	21.20%
100-068-518000	Group Insurance	$ 42,387.00	$ 2,448.19	$ 7,154.41	$ 35,232.59	16.88%
100-068-518200	Unemployment Insurance	$ 2,500.00	$ -	$ -	$ 2,500.00	0.00%
100-068-518300	Workers Comp Insurance	$ 2,317.00	$ -	$ 4,635.71	$ (2,318.71)	200.07%
100-068-554300	Uniforms And Tools	$ -	$ -	$ 517.68	$ (517.68)	0.00%
100-068-559000	Medical Expense/supplies	$ -	$ 70.88	$ 969.54	$ (969.54)	0.00%
	Personnel	**$ 332,194.00**	**$ 14,931.35**	**$ 148,683.69**	**$ 183,510.31**	**44.76%**
100-068-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-068-520200	Office Supplies	$ -	$ -	$ 778.42	$ (778.42)	0.00%
100-068-520400	Postage	$ -	$ -	$ -	$ -	0.00%
100-068-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
100-068-522400	General Supplies	$ 20,000.00	$ 1,533.18	$ 22,088.39	$ (2,088.39)	110.44%
100-068-529000	Equipment	$ -	$ 169.94	$ 12,799.71	$ (12,799.71)	0.00%
100-068-556100	Gasoline/diesel Fuel	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Supplies & Materials	**$ 20,000.00**	**$ 1,703.12**	**$ 35,666.52**	**$ (15,666.52)**	**178.33%**
100-068-518100	Liability Insurance Premiums	$ 3,038.00	$ -	$ 3,699.00	$ (661.00)	121.76%
100-068-523200	Riverfront Park/Pier	$ -	$ -	$ -	$ -	0.00%
100-068-524000	Lease/rental Of Equipment	$ 8,000.00	$ -	$ 8,242.00	$ (242.00)	103.03%
100-068-534000	Automotive Expense	$ 12,000.00	$ 227.50	$ 18,665.88	$ (6,665.88)	155.55%
100-068-534200	Buildings And Grounds Rep	$ -	$ 14,649.21	$ 23,322.75	$ (23,322.75)	0.00%
100-068-534400	Equipment Repairs	$ 15,000.00	$ 275.49	$ 19,075.32	$ (4,075.32)	127.17%
100-068-535200	Parking Lot Maintenance A	$ -	$ -	$ -	$ -	0.00%
100-068-536300	Snow Removal - Salt	$ 10,000.00	$ 3,400.00	$ 3,400.00	$ 6,600.00	34.00%
100-068-538000	Maintenance Agreements	$ 3,000.00	$ -	$ -	$ 3,000.00	0.00%
100-068-550100	Utilities	$ 75,000.00	$ 9,221.40	$ 55,425.86	$ 19,574.14	73.90%
100-068-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-068-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
100-068-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
100-068-559900	Receivable Charge Off	$ 1,200.00	$ -	$ -	$ 1,200.00	0.00%
100-068-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%
100-068-561000	Legal Fees	$ -	$ -	$ -	$ -	0.00%
100-068-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
100-068-562500	Demolition	$ -	$ -	$ -	$ -	0.00%
100-068-566600	Pest Control	$ 2,400.00	$ 185.00	$ 1,940.00	$ 460.00	80.83%
100-068-569000	Other Contractual Service	$ 40,000.00	$ 537.50	$ 17,802.15	$ 22,197.85	44.51%
	Contractual Services	**$ 169,638.00**	**$ 28,496.10**	**$ 151,572.96**	**$ 18,065.04**	**89.35%**
100-068-580200	Purchase Of Property	$ -	$ -	$ -	$ -	0.00%
100-068-580201	Land Improvements	$ -	$ -	$ -	$ -	0.00%
100-068-580400	Building Purchase/construction	$ -	$ -	$ -	$ -	0.00%
100-068-580401	Building Repair	$ -	$ 108,479.14	$ 224,245.46	$ (224,245.46)	0.00%
100-068-584009	General Public Improvements	$ -	$ 959.96	$ 222,966.56	$ (222,966.56)	0.00%
100-068-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
100-068-587001	Lease/Purchase Equipment	$ -	$ -	$ -	$ -	0.00%
100-068-587100	Office Equipment & Furniture	$ -	$ -	$ 12,935.18	$ (12,935.18)	0.00%
100-068-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ 109,439.10**	**$ 460,147.20**	**$ (460,147.20)**	**0.00%**
100-068-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-068-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
100-068-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-068-557200	License And Inspection Fees	$ 120.00	$ -	$ 1,475.50	$ (1,355.50)	1229.58%
100-068-590300	Real Estate Tax Expense	$ 7,680.00	$ -	$ 6,554.21	$ 1,125.79	85.34%
100-068-599000	Miscellaneous	$ 4,000.00	$ -	$ -	$ 4,000.00	0.00%
	Other Expenditures	**$ 11,800.00**	**$ -**	**$ 8,029.71**	**$ 3,770.29**	**68.05%**
068	**Public Property**	**$ (300,167.00)**	**$ (141,780.48)**	**$ (635,397.41)**	**$ 335,230.41**	**211.68%**
100-760-410905	Cannabis Tax Revenue	$ -	$ 3,768.88	$ 17,976.75	$ (17,976.75)	0.00%
	Taxes	**$ -**	**$ 3,768.88**	**$ 17,976.75**	**$ (17,976.75)**	**0.00%**
100-760-437100	School Reimbursements	$ 50,000.00	$ -	$ 13,068.35	$ 36,931.65	26.14%
100-760-437200	SOI-Police Training Reimb	$ -	$ -	$ -	$ -	0.00%
100-760-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
100-760-442600	State Grants	$ 18,000.00	$ -	$ -	$ 18,000.00	0.00%
	Intergovernmental	**$ 68,000.00**	**$ -**	**$ 13,068.35**	**$ 54,931.65**	**19.22%**

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-760-450800	Fingerprint Fees	$ 1,800.00	$ 75.00	$ 405.00	$ 1,395.00	22.50%
100-760-451000	Copy Money/Accidents etc	$ 6,000.00	$ 683.50	$ 3,706.30	$ 2,293.70	61.77%
100-760-451100	Parking Meter Collections	$ -	$ -	$ -	$ -	0.00%
100-760-451101	Rentals - Parking Lots	$ 3,600.00	$ 175.00	$ 1,050.00	$ 2,550.00	29.17%
100-760-454400	Overtime Reimbursements	$ 57,600.00	$ 1,097.09	$ 32,753.13	$ 24,846.87	56.86%
100-760-454800	Bassett Training	$ -	$ -	$ -	$ -	0.00%
100-760-464700	E Citation Fees	$ 1,800.00	$ 108.76	$ 1,040.88	$ 759.12	57.83%
100-760-498900	Non Sufficient Funds Fee	$ -	$ -	$ 75.00	$ (75.00)	0.00%
	Fees/Charges For Service	**$ 70,800.00**	**$ 2,139.35**	**$ 39,030.31**	**$ 31,769.69**	**55.13%**
100-760-460100	Cir Clk/States Atty	$ 160,000.00	$ 7,259.19	$ 83,462.77	$ 76,537.23	52.16%
100-760-460200	Municipal Ordinance Violations	$ 50,000.00	$ 2,796.00	$ 58,846.26	$ (8,846.26)	117.69%
100-760-460300	Warrants	$ 5,000.00	$ 350.00	$ 2,108.00	$ 2,892.00	42.16%
100-760-463700	Liquor Fines	$ -	$ -	$ -	$ -	0.00%
100-760-463800	Tobacco Fines	$ -	$ -	$ -	$ -	0.00%
100-760-464000	Parking Tickets	$ 30,000.00	$ 398.00	$ 8,486.79	$ 21,513.21	28.29%
100-760-464100	False Alarm Fee	$ 3,500.00	$ -	$ 2,400.00	$ 1,100.00	68.57%
100-760-464300	Seizures And Forfeitures	$ -	$ -	$ -	$ -	0.00%
100-760-464400	Dui Surcharge	$ 12,500.00	$ 153.35	$ 8,773.32	$ 3,726.68	70.19%
100-760-464500	Towing/Storage/Impound Fees	$ -	$ -	$ -	$ -	0.00%
100-760-464600	Court Supervision Fines	$ 7,000.00	$ 40.91	$ 722.67	$ 6,277.33	10.32%
100-760-494100	Restitution	$ -	$ -	$ 0.24	$ (0.24)	0.00%
	Fines And Forfeitures	**$ 268,000.00**	**$ 10,997.45**	**$ 164,800.05**	**$ 103,199.95**	**61.49%**
100-760-450700	Rental Property Registration	$ 7,600.00	$ 100.00	$ 8,070.00	$ (470.00)	106.18%
	Licenses And Permits	**$ 7,600.00**	**$ 100.00**	**$ 8,070.00**	**$ (470.00)**	**106.18%**
100-760-454900	Foundation Donations	$ -	$ -	$ -	$ -	0.00%
100-760-493001	Crime Prevention Contributions	$ -	$ -	$ -	$ -	0.00%
100-760-493100	Dare Program	$ -	$ -	$ -	$ -	0.00%
100-760-493500	Canine Unit Contributions	$ -	$ -	$ -	$ -	0.00%
100-760-493700	Bike Program Contribution	$ -	$ -	$ -	$ -	0.00%
100-760-493900	Sex Offender Registration	$ 2,000.00	$ 150.00	$ 1,365.00	$ 635.00	68.25%
100-760-494000	State Iron Eagle Revenue	$ 5,000.00	$ -	$ 1,895.36	$ 3,104.64	37.91%
100-760-494001	Federal Iron Eagle Revenue	$ 10,000.00	$ 768.53	$ 876.47	$ 9,123.53	8.76%
100-760-494200	Range Instructor Reimbursement	$ -	$ -	$ -	$ -	0.00%
100-760-494300	Explorer	$ -	$ -	$ -	$ -	0.00%
100-760-495600	Insurance Reimbursements	$ -	$ -	$ 4,733.56	$ (4,733.56)	0.00%
100-760-499400	Proceeds Of Auction	$ -	$ -	$ -	$ -	0.00%
100-760-499403	Unclaimed Evidence	$ -	$ -	$ 20.98	$ (20.98)	0.00%
100-760-499404	Sale Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-760-499600	Sale Of Vehicles	$ -	$ -	$ -	$ -	0.00%
100-760-499800	Miscellaneous Receipts	$ -	$ 7,062.64	$ 64,141.66	$ (64,141.66)	0.00%
100-760-499802	Cash Over/short	$ -	$ -	$ 20.00	$ (20.00)	0.00%
	Other Revenue	**$ 17,000.00**	**$ 7,981.17**	**$ 73,053.03**	**$ (56,053.03)**	**429.72%**
760	**Police Revenue**	**$ 431,400.00**	**$ 24,986.85**	**$ 315,998.49**	**$ 115,401.51**	**73.25%**
100-761-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-761-511600	Salary: All Personnel	$ 3,458,278.00	$ 218,912.17	$ 2,305,964.39	$ 1,152,313.61	66.68%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-761-515000	Overtime	$ 225,000.00	$ 24,437.04	$ 189,960.75	$ 35,039.25	84.43%
100-761-515500	Vacation Pay	$ -	$ 24,379.75	$ 228,720.19	$ (228,720.19)	0.00%
100-761-515600	Holiday Pay	$ 113,935.00	$ 5,005.65	$ 126,233.46	$ (12,298.46)	110.79%
100-761-515800	Sick Pay	$ -	$ 3,821.04	$ 106,564.28	$ (106,564.28)	0.00%
100-761-515900	Injury Pay	$ -	$ 22,783.24	$ 119,801.15	$ (119,801.15)	0.00%
100-761-517000	Oasdi/city Share 6.2%	$ 3,179.00	$ 510.67	$ 5,500.82	$ (2,321.82)	173.04%
100-761-517001	Medicare/city Share 1.45%	$ 52,261.00	$ 4,126.14	$ 42,917.96	$ 9,343.04	82.12%
100-761-517401	IMRF	$ 5,984.00	$ 993.49	$ 9,783.65	$ (3,799.65)	163.50%
100-761-517403	Employer Pension Contributions	$ -	$ -	$ -	$ -	0.00%
100-761-518000	Group Insurance	$ 1,143,354.00	$ 77,403.16	$ 647,259.47	$ 496,094.53	56.61%
100-761-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
100-761-518300	Workers Comp Insurance	$ 205,108.00	$ -	$ 185,815.82	$ 19,292.18	90.59%
100-761-518900	Uniform Allowance	$ 45,700.00	$ 1,000.00	$ 64,123.37	$ (18,423.37)	140.31%
100-761-554300	Tools & Uniforms	$ 300.00	$ -	$ -	$ 300.00	0.00%
100-761-559000	Medical Expense/supplies	$ 1,125.00	$ -	$ 2,020.00	$ (895.00)	179.56%
	Personnel	**$ 5,254,224.00**	**$ 383,372.35**	**$ 4,034,665.31**	**$ 1,219,558.69**	**76.79%**
100-761-519000	Training And Education	$ 40,800.00	$ -	$ 16,694.99	$ 24,105.01	40.92%
	Training & Education	**$ 40,800.00**	**$ -**	**$ 16,694.99**	**$ 24,105.01**	**40.92%**
100-761-520200	Office Supplies	$ 3,600.00	$ 112.04	$ 2,155.33	$ 1,444.67	59.87%
100-761-520201	Live-scan Deposit Account	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
100-761-520400	Postage	$ 1,100.00	$ 76.03	$ 899.98	$ 200.02	81.82%
100-761-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
100-761-522400	General Supplies	$ 3,240.00	$ 618.24	$ 7,037.30	$ (3,797.30)	217.20%
100-761-525000	Police Ammunition	$ 17,000.00	$ -	$ 1,935.96	$ 15,064.04	11.39%
100-761-529000	Equipment	$ 4,575.00	$ 337.98	$ 13,880.42	$ (9,305.42)	303.40%
100-761-556100	Gasoline/diesel Fuel	$ 68,500.00	$ 7,470.50	$ 66,143.26	$ 2,356.74	96.56%
	Supplies & Materials	**$ 99,015.00**	**$ 8,614.79**	**$ 92,052.25**	**$ 6,962.75**	**92.97%**
100-761-518100	Liability Insurance Premiums	$ 97,365.00	$ -	$ 94,264.00	$ 3,101.00	96.82%
100-761-520905	Public Safety Dispatching Fee	$ 638,894.00	$ 159,724.00	$ 638,896.00	$ (2.00)	100.00%
100-761-524000	Lease/rental Of Equipment	$ -	$ 127.71	$ 7,344.84	$ (7,344.84)	0.00%
100-761-534000	Automotive Expense	$ 130,000.00	$ 11,827.21	$ 69,231.65	$ 60,768.35	53.26%
100-761-534101	Vehicle Towage	$ 1,320.00	$ -	$ -	$ 1,320.00	0.00%
100-761-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-761-538000	Maintenance Agreements	$ 1,500.00	$ 99.18	$ 10,225.98	$ (8,725.98)	681.73%
100-761-550100	Utilities	$ -	$ -	$ -	$ -	0.00%
100-761-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-761-551600	Dues And Subscriptions	$ 16,775.00	$ 190.00	$ 9,612.00	$ 7,163.00	57.30%
100-761-555000	Radio Expense	$ 21,250.00	$ 1,757.50	$ 15,027.77	$ 6,222.23	70.72%
100-761-555200	Radar Expense	$ 2,200.00	$ -	$ -	$ 2,200.00	0.00%
100-761-559900	Receivable Charge Off	$ -	$ -	$ -	$ -	0.00%
100-761-561000	Legal Fees	$ -	$ -	$ -	$ -	0.00%
100-761-566000	Jail Expense	$ -	$ -	$ -	$ -	0.00%
100-761-566700	Care Of Stray Animals	$ 45,046.00	$ -	$ 22,522.98	$ 22,523.02	50.00%
100-761-569000	Other Contractual Service	$ 3,400.00	$ 130.00	$ 7,013.40	$ (3,613.40)	206.28%
100-761-592100	Auxiliary Police	$ -	$ -	$ -	$ -	0.00%
100-761-592300	Explorer Post	$ -	$ -	$ -	$ -	0.00%
100-761-592500	Crime Prevention Expense	$ 5,000.00	$ 287.49	$ 1,502.49	$ 3,497.51	30.05%
100-761-592601	Dare Program	$ -	$ -	$ -	$ -	0.00%
100-761-592602	Canine Unit	$ 4,000.00	$ -	$ 617.09	$ 3,382.91	15.43%
100-761-592604	Emergency Services Team	$ 17,004.00	$ 159.63	$ 8,702.70	$ 8,301.30	51.18%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-761-592605	Bike Program	$ -	$ -	$ -	$ -	0.00%
100-761-592606	Dui Enforcement	$ 12,000.00	$ -	$ 5,462.10	$ 6,537.90	45.52%
100-761-592608	Court Supervision Funded Exp	$ 13,000.00	$ -	$ -	$ 13,000.00	0.00%
100-761-592609	Warrant Expense	$ 7,000.00	$ -	$ -	$ 7,000.00	0.00%
100-761-592700	Shooting Range	$ 750.00	$ -	$ 87.14	$ 662.86	11.62%
100-761-592900	Iron Eagle Expenses	$ -	$ -	$ -	$ -	0.00%
100-761-598100	Public Relations	$ 500.00	$ -	$ 2,017.12	$ (1,517.12)	403.42%
100-761-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 1,017,004.00**	**$ 174,302.72**	**$ 892,527.26**	**$ 124,476.74**	**87.76%**
100-761-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
100-761-587001	Lease/Purchase Equipmen	$ 1,200.00	$ -	$ -	$ 1,200.00	0.00%
100-761-587100	Office Equipment & Furniture	$ 500.00	$ 4.98	$ 567.88	$ (67.88)	113.58%
100-761-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ 1,700.00**	**$ 4.98**	**$ 567.88**	**$ 1,132.12**	**33.40%**
100-761-551000	Printing And Publications	$ 1,300.00	$ 170.61	$ 2,253.99	$ (953.99)	173.38%
100-761-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-761-557200	License And Inspection Fees	$ 2,625.00	$ 151.00	$ 906.00	$ 1,719.00	34.51%
100-761-590600	Bank/Credit Card Charges	$ 600.00	$ 69.53	$ 525.43	$ 74.57	87.57%
100-761-592400	E Citation Allowable Expenses	$ -	$ -	$ -	$ -	0.00%
100-761-595000	Reimbursement - Personal	$ 500.00	$ -	$ 88.59	$ 411.41	17.72%
100-761-599000	Miscellaneous	$ 2,000.00	$ -	$ 91.90	$ 1,908.10	4.60%
100-761-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 7,025.00**	**$ 391.14**	**$ 3,865.91**	**$ 3,159.09**	**55.03%**
100-761-520900	Transfer To Tpccc	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
761	**Police Patrol**	**$ (6,419,768.00)**	**$ (566,685.98)**	**$ (5,040,373.60)**	**$ (1,379,394.40)**	**78.51%**
100-763-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-763-511600	Salary: All Personnel	$ 909,845.00	$ 62,353.70	$ 800,826.03	$ 109,018.97	88.02%
100-763-515000	Overtime	$ 75,750.00	$ 3,080.49	$ 50,787.79	$ 24,962.21	67.05%
100-763-515500	Vacation Pay	$ -	$ 8,592.92	$ 69,253.53	$ (69,253.53)	0.00%
100-763-515600	Holiday Pay	$ 28,527.00	$ 824.86	$ 35,469.54	$ (6,942.54)	124.34%
100-763-515800	Sick Pay	$ -	$ 681.12	$ 9,727.62	$ (9,727.62)	0.00%
100-763-515900	Injury Pay	$ -	$ -	$ 6,368.88	$ (6,368.88)	0.00%
100-763-517000	Oasdi/city Share 6.2%	$ -	$ -	$ -	$ -	0.00%
100-763-517001	Medicare/city Share 1.45%	$ 14,291.00	$ 1,089.04	$ 13,830.86	$ 460.14	96.78%
100-763-517401	IMRF	$ -	$ -	$ -	$ -	0.00%
100-763-518000	Group Insurance	$ 251,800.00	$ 20,165.02	$ 217,912.03	$ 33,887.97	86.54%
100-763-518300	Workers Comp Insurance	$ 776.00	$ -	$ -	$ 776.00	0.00%
100-763-518900	Uniform Allowance	$ 12,100.00	$ -	$ -	$ 12,100.00	0.00%
	Personnel	**$ 1,293,089.00**	**$ 96,787.15**	**$ 1,204,176.28**	**$ 88,912.72**	**93.12%**
100-763-519000	Training And Education	$ 13,000.00	$ -	$ 1,116.67	$ 11,883.33	8.59%
	Training & Education	**$ 13,000.00**	**$ -**	**$ 1,116.67**	**$ 11,883.33**	**8.59%**
100-763-520200	Office Supplies	$ 2,400.00	$ 143.89	$ 811.98	$ 1,588.02	33.83%
100-763-520400	Postage	$ 120.00	$ -	$ 35.12	$ 84.88	29.27%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

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Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-763-522000	Photographic Supplies	$ 600.00	$ -	$ -	$ 600.00	0.00%
100-763-522400	General Supplies	$ 2,500.00	$ 195.62	$ 371.86	$ 2,128.14	14.87%
100-763-529000	Equipment	$ 1,980.00	$ 156.69	$ 1,685.51	$ 294.49	85.13%
100-763-556100	Gasoline/diesel Fuel	$ 10,000.00	$ 1,216.06	$ 4,395.06	$ 5,604.94	43.95%
	Supplies & Materials	**$ 17,600.00**	**$ 1,712.26**	**$ 7,299.53**	**$ 10,300.47**	**41.47%**
100-763-518100	Liability Insurance Premiums	$ 736.00	$ -	$ -	$ 736.00	0.00%
100-763-524000	Lease/rental Of Equipment	$ 980.00	$ 255.42	$ 3,302.22	$ (2,322.22)	336.96%
100-763-534000	Automotive Expense	$ 4,000.00	$ 650.00	$ 2,432.20	$ 1,567.80	60.81%
100-763-534101	Vehicle Towage	$ -	$ -	$ -	$ -	0.00%
100-763-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-763-538000	Maintenance Agreements	$ 2,400.00	$ 332.84	$ 1,852.57	$ 547.43	77.19%
100-763-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-763-551600	Dues And Subscriptions	$ 3,000.00	$ -	$ 1,831.84	$ 1,168.16	61.06%
100-763-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
100-763-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%
100-763-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
100-763-592600	Special Investigations Exp	$ 7,500.00	$ 1,300.00	$ 4,325.00	$ 3,175.00	57.67%
100-763-592603	Multi-county Narcotics Exp	$ -	$ -	$ -	$ -	0.00%
100-763-592800	Polygraph Exam	$ -	$ -	$ -	$ -	0.00%
100-763-592900	Iron Eagle Expenses	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
100-763-592901	Federal Iron Eagle Expense	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
100-763-599801	Computer Software	$ -	$ -	$ 10,000.00	$ (10,000.00)	0.00%
	Contractual Services	**$ 28,616.00**	**$ 2,538.26**	**$ 23,743.83**	**$ 4,872.17**	**82.97%**
100-763-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
100-763-587001	Lease/Purchase Equipment	$ -	$ -	$ -	$ -	0.00%
100-763-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
100-763-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-763-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-763-551000	Printing And Publications	$ 200.00	$ -	$ 75.00	$ 125.00	37.50%
100-763-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-763-557200	License And Inspection Fees	$ -	$ -	$ -	$ -	0.00%
100-763-595000	Reimbursement - Personal	$ 100.00	$ -	$ 50.97	$ 49.03	50.97%
100-763-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
100-763-599802	Computer Hardware	$ -	$ -	$ 124.98	$ (124.98)	0.00%
	Other Expenditures	**$ 300.00**	**$ -**	**$ 250.95**	**$ 49.05**	**83.65%**
763	**Special Services**	**$ (1,352,605.00)**	**$ (101,037.67)**	**$ (1,236,587.26)**	**$ (116,017.74)**	**91.42%**
100-764-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-764-511600	Salary: All Personnel	$ 305,337.00	$ 20,189.08	$ 208,020.48	$ 97,316.52	68.13%
100-764-515000	Overtime	$ 24,216.00	$ 1,475.91	$ 7,858.90	$ 16,357.10	32.45%
100-764-515500	Vacation Pay	$ -	$ 1,612.58	$ 20,107.35	$ (20,107.35)	0.00%
100-764-515600	Holiday Pay	$ -	$ 3,075.74	$ 15,328.30	$ (15,328.30)	0.00%
100-764-515800	Sick Pay	$ -	$ 728.00	$ 4,299.80	$ (4,299.80)	0.00%
100-764-517000	Oasdi/city Share 6.2%	$ 20,432.00	$ 1,628.83	$ 15,385.51	$ 5,046.49	75.30%
100-764-517001	Medicare/city Share 1.45%	$ 4,779.00	$ 380.92	$ 3,598.23	$ 1,180.77	75.29%
100-764-517401	IMRF	$ 38,459.00	$ 3,160.36	$ 29,538.32	$ 8,920.68	76.80%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-764-518000	Group Insurance	$ 80,885.00	$ 6,064.92	$ 55,210.32	$ 25,674.68	68.26%
100-764-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
100-764-518300	Workers Comp Insurance	$ 776.00	$ -	$ -	$ 776.00	0.00%
100-764-554300	Uniforms And Tools	$ 1,500.00	$ -	$ 777.26	$ 722.74	51.82%
100-764-557200	License & Inspection Fees	$ -	$ -	$ 15.50	$ (15.50)	0.00%
100-764-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 476,384.00**	**$ 38,316.34**	**$ 360,139.97**	**$ 116,244.03**	**75.60%**
100-764-519000	Training And Education	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
	Training & Education	**$ 1,000.00**	**$ -**	**$ -**	**$ 1,000.00**	**0.00%**
100-764-520200	Office Supplies	$ 2,400.00	$ -	$ 633.87	$ 1,766.13	26.41%
100-764-520400	Postage	$ 4,008.00	$ 224.00	$ 3,499.86	$ 508.14	87.32%
100-764-522400	General Supplies	$ -	$ -	$ -	$ -	0.00%
100-764-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 6,408.00**	**$ 224.00**	**$ 4,133.73**	**$ 2,274.27**	**64.51%**
100-764-518100	Liability Insurance Premiums	$ 736.00	$ -	$ -	$ 736.00	0.00%
100-764-520500	Rim System Fees	$ -	$ -	$ -	$ -	0.00%
100-764-524000	Lease/rental Of Equipment	$ 490.00	$ 127.71	$ 1,187.85	$ (697.85)	242.42%
100-764-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-764-538000	Maintenance Agreements	$ 2,496.00	$ 429.22	$ 1,879.30	$ 616.70	75.29%
100-764-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-764-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
100-764-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 3,722.00**	**$ 556.93**	**$ 3,067.15**	**$ 654.85**	**82.41%**
100-764-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-764-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-764-551000	Printing And Publications	$ 1,608.00	$ -	$ -	$ 1,608.00	0.00%
100-764-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-764-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
100-764-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 1,608.00**	**$ -**	**$ -**	**$ 1,608.00**	**0.00%**
100-764-520900	Transfer To Tpccc	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
764	**Police Records**	**$ (489,122.00)**	**$ (39,097.27)**	**$ (367,340.85)**	**$ (121,781.15)**	**75.10%**
100-766-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-766-511600	Salary: All Personnel	$ 115,000.00	$ 1,722.24	$ 32,140.54	$ 82,859.46	27.95%
100-766-515000	Overtime	$ -	$ 89.70	$ 430.56	$ (430.56)	0.00%
100-766-515500	Vacation Pay	$ -	$ 765.44	$ 1,714.72	$ (1,714.72)	0.00%
100-766-515600	Holiday Pay	$ -	$ 382.72	$ 1,527.12	$ (1,527.12)	0.00%
100-766-515800	Sick Pay	$ -	$ 956.80	$ 1,075.46	$ (1,075.46)	0.00%
100-766-517000	Oasdi/city Share 6.2%	$ 7,130.00	$ 242.84	$ 2,287.04	$ 4,842.96	32.08%
100-766-517001	Medicare/city Share 1.45%	$ 1,668.00	$ 56.80	$ 534.89	$ 1,133.11	32.07%
100-766-517401	IMRF	$ 13,421.00	$ 457.11	$ 4,304.91	$ 9,116.09	32.08%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-766-518000	Group Insurance	$ 37,050.00	$ -	$ -	$ 37,050.00	0.00%
100-766-518300	Workers Comp Insurance	$ 1,117.00	$ -	$ 2,376.96	$ (1,259.96)	212.80%
100-766-554300	Uniforms And Tools	$ 1,000.00	$ -	$ 152.00	$ 848.00	15.20%
100-766-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 176,386.00**	**$ 4,673.65**	**$ 46,544.20**	**$ 129,841.80**	**26.39%**
100-766-519000	Training And Education	$ 2,000.00	$ -	$ -	$ 2,000.00	0.00%
	Training & Education	**$ 2,000.00**	**$ -**	**$ -**	**$ 2,000.00**	**0.00%**
100-766-520200	Office Supplies	$ 500.00	$ 212.50	$ 212.50	$ 287.50	42.50%
100-766-520400	Postage	$ 1,000.00	$ 22.71	$ 35.71	$ 964.29	3.57%
100-766-522400	General Supplies	$ 1,000.00	$ -	$ 49.85	$ 950.15	4.99%
100-766-529000	Equipment	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
100-766-556100	Gasoline/diesel Fuel	$ 1,000.00	$ -	$ 131.00	$ 869.00	13.10%
	Supplies & Materials	**$ 4,500.00**	**$ 235.21**	**$ 429.06**	**$ 4,070.94**	**9.53%**
100-766-518100	Liability Insurance Premiums	$ 2,119.00	$ -	$ 1,969.00	$ 150.00	92.92%
100-766-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-766-534000	Automotive Expense	$ -	$ -	$ 552.50	$ (552.50)	0.00%
100-766-534101	Vehicle Towage	$ -	$ -	$ -	$ -	0.00%
100-766-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-766-536100	Property Cleanup Fees	$ 50,000.00	$ -	$ 17,350.22	$ 32,649.78	34.70%
100-766-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
100-766-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-766-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
100-766-569000	Other Contractual Service	$ -	$ -	$ 350.00	$ (350.00)	0.00%
100-766-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 52,119.00**	**$ -**	**$ 20,221.72**	**$ 31,897.28**	**38.80%**
100-766-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
100-766-587001	Lease/Purchase Equipmen	$ -	$ -	$ -	$ -	0.00%
100-766-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
100-766-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-766-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-766-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
100-766-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-766-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
766	**Parking Enforcem**	**$ (235,005.00)**	**$ (4,908.86)**	**$ (67,194.98)**	**$ (167,810.02)**	**28.59%**
100-793-425000	Prelim Plat Review Filing	$ -	$ -	$ -	$ -	0.00%
100-793-425100	Final Plat Review Filing	$ -	$ -	$ -	$ -	0.00%
100-793-426500	ZBA Waiver Request Fees	$ -	$ -	$ -	$ -	0.00%
100-793-427000	Plan Review Services	$ -	$ -	$ -	$ -	0.00%
100-793-450700	Rental Proprty Registr Fee	$ -	$ -	$ -	$ -	0.00%
100-793-451000	Copy Money/Accidents etc	$ -	$ -	$ -	$ -	0.00%
100-793-451300	Certification Signatures	$ -	$ -	$ -	$ -	0.00%
100-793-451400	Electrical Inspection Fee	$ -	$ 108.00	$ 108.00	$ (108.00)	0.00%
100-793-451700	Property Cleanup Fees	$ 21,100.00	$ -	$ 1,585.69	$ 19,514.31	7.52%
100-793-451900	Sales - Ordinances & Maps	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-793-458700	Code Inspections	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ 21,100.00**	**$ 108.00**	**$ 1,693.69**	**$ 19,406.31**	**8.03%**
100-793-463600	Code Violation Fines	$ -	$ -	$ 20.00	$ (20.00)	0.00%
100-793-464500	Towing/storage Fees	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ 20.00**	**$ (20.00)**	**0.00%**
100-793-420500	Hvac License	$ 13,400.00	$ 2,300.00	$ 7,000.00	$ 6,400.00	52.24%
100-793-420800	Electrical Contractors License	$ 11,967.00	$ 2,900.00	$ 7,500.00	$ 4,467.00	62.67%
100-793-423000	Home Occupation License	$ 1,810.00	$ -	$ 1,265.00	$ 545.00	69.89%
100-793-425500	Hvac Permit	$ 24,550.00	$ 787.00	$ 12,176.00	$ 12,374.00	49.60%
100-793-425600	House Movers Permit	$ -	$ -	$ -	$ -	0.00%
100-793-425700	Special Use Permit	$ 2,250.00	$ 200.00	$ 2,900.00	$ (650.00)	128.89%
100-793-425800	Application Fee	$ -	$ 190.00	$ 915.00	$ (915.00)	0.00%
100-793-426000	Electrical Permits	$ 15,312.00	$ 1,139.00	$ 10,681.00	$ 4,631.00	69.76%
100-793-426100	Enterprise Zone Fee	$ -	$ -	$ 1,212.50	$ (1,212.50)	0.00%
100-793-426400	Building And Rezoning Permit	$ 105,752.00	$ 1,589.00	$ 36,033.00	$ 69,719.00	34.07%
100-793-451200	Plumbing Permits	$ 13,235.00	$ 3,851.00	$ 13,953.00	$ (718.00)	105.43%
	Licenses And Permits	**$ 188,276.00**	**$ 12,956.00**	**$ 93,635.50**	**$ 94,640.50**	**49.73%**
100-793-490500	Lien File & Release Fees	$ -	$ -	$ 116.45	$ (116.45)	0.00%
100-793-498900	Non Sufficient Funds Fee	$ -	$ -	$ -	$ -	0.00%
100-793-499800	Miscellaneous Receipts	$ 3,510.00	$ -	$ 64.00	$ 3,446.00	1.82%
100-793-499802	Cash Over/short	$ -	$ -	$ 1.00	$ (1.00)	0.00%
	Other Revenue	**$ 3,510.00**	**$ -**	**$ 181.45**	**$ 3,328.55**	**5.17%**
100-793-511600	Salary: All Personnel	$ -	$ -	$ 19,921.28	$ (19,921.28)	0.00%
100-793-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
100-793-515500	Vacation Pay	$ -	$ -	$ 10,425.26	$ (10,425.26)	0.00%
100-793-515600	Holiday Pay	$ -	$ -	$ -	$ -	0.00%
100-793-515800	Sick Pay	$ -	$ -	$ -	$ -	0.00%
100-793-517000	Oasdi/city Share 6.2%	$ -	$ -	$ 1,871.69	$ (1,871.69)	0.00%
100-793-517001	Medicare/city Share 1.45%	$ -	$ -	$ 437.76	$ (437.76)	0.00%
100-793-517401	IMRF	$ -	$ -	$ 2,199.86	$ (2,199.86)	0.00%
100-793-518000	Group Insurance	$ 20,952.00	$ -	$ 1,302.19	$ 19,649.81	6.22%
100-793-518200	Unemployment Insurance	$ -	$ -	$ 14,036.00	$ (14,036.00)	0.00%
100-793-518300	Workers Comp Insurance	$ -	$ -	$ -	$ -	0.00%
100-793-554300	Uniforms And Tools	$ -	$ -	$ -	$ -	0.00%
100-793-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 20,952.00**	**$ -**	**$ 50,194.04**	**$ (29,242.04)**	**239.57%**
100-793-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-793-520200	Office Supplies	$ 500.00	$ -	$ 81.35	$ 418.65	16.27%
100-793-520400	Postage	$ 2,000.00	$ 58.16	$ 516.26	$ 1,483.74	25.81%
100-793-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
100-793-522400	General Supplies	$ -	$ -	$ -	$ -	0.00%
100-793-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
100-793-556100	Gasoline/diesel Fuel	$ -	$ 30.25	$ 756.00	$ (756.00)	0.00%
	Supplies & Materials	**$ 2,500.00**	**$ 88.41**	**$ 1,353.61**	**$ 1,146.39**	**54.14%**
100-793-518100	Liability Insurance Premiums	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

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General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-793-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
100-793-534000	Automotive Expense	$ -	$ 65.00	$ 2,405.00	$ (2,405.00)	0.00%
100-793-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
100-793-536100	Property Cleanup Fees	$ -	$ -	$ -	$ -	0.00%
100-793-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
100-793-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-793-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
100-793-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
100-793-559900	Provisions For Bad Debts	$ -	$ -	$ -	$ -	0.00%
100-793-560500	Consulting Services	$ 272,000.00	$ 8,145.00	$ 122,961.71	$ 149,038.29	45.21%
100-793-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
100-793-562500	Demolition	$ -	$ -	$ (4,990.00)	$ 4,990.00	0.00%
100-793-569000	Other Contractual Service	$ 55,000.00	$ 2,495.00	$ 16,138.28	$ 38,861.72	29.34%
100-793-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 327,000.00**	**$ 10,705.00**	**$ 136,514.99**	**$ 190,485.01**	**41.75%**
100-793-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
100-793-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
100-793-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-793-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
100-793-551000	Printing And Publications	$ 5,000.00	$ -	$ 958.48	$ 4,041.52	19.17%
100-793-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
100-793-557200	License And Inspection Fees	$ -	$ -	$ -	$ -	0.00%
100-793-593300	Lien Filing Fee	$ 1,000.00	$ -	$ 284.40	$ 715.60	28.44%
100-793-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 6,000.00**	**$ -**	**$ 1,242.88**	**$ 4,757.12**	**20.71%**
793	**Inspections**	**$ (143,566.00)**	**$ 2,270.59**	**$ (93,774.88)**	**$ (49,791.12)**	**65.32%**
100-990-410100	Real Estate Tax	$ 427,500.00	$ -	$ 453,272.89	$ (25,772.89)	106.03%
100-990-410900	Use Tax	$ 935,000.00	$ 134,880.04	$ 1,078,328.49	$ (143,328.49)	115.33%
100-990-411000	Municipal Sales Tax	$ 4,823,750.00	$ 476,299.41	$ 4,182,296.83	$ 641,453.17	86.70%
100-990-411004	Home Rule Sales Tax	$ 4,908,750.00	$ 494,109.10	$ 4,341,903.99	$ 566,846.01	88.45%
100-990-412000	Replacement P/p Tax - State	$ 1,375,000.00	$ 80,202.06	$ 810,462.05	$ 564,537.95	58.94%
100-990-412200	Pull Tab/jar Game Tax	$ -	$ -	$ -	$ -	0.00%
100-990-412300	Video Gaming Tax	$ 361,250.00	$ -	$ 198,297.60	$ 162,952.40	54.89%
100-990-413000	Illinois Income Tax	$ 3,349,711.00	$ 361,493.65	$ 2,842,883.25	$ 506,827.75	84.87%
100-990-413001	Illinois Income Tax Surch	$ -	$ -	$ -	$ -	0.00%
100-990-414100	Food & Beverage Tax	$ 1,168,750.00	$ 17,189.47	$ 819,043.23	$ 349,706.77	70.08%
100-990-414200	Packaged Liquor Tax	$ 151,300.00	$ 589.66	$ 145,106.14	$ 6,193.86	95.91%
100-990-455002	Municipal Telecommunictns	$ 525,000.00	$ 30,885.45	$ 337,932.45	$ 187,067.55	64.37%
100-990-496100	RE Tax Clearing Acct	$ -	$ -	$ -	$ -	0.00%
100-990-496200	PPRT Tax Clearing Acct	$ -	$ -	$ -	$ -	0.00%
	Taxes	**$ 18,026,011.00**	**$ 1,595,648.84**	**$ 15,209,526.92**	**$ 2,816,484.08**	**84.38%**
100-990-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
100-990-442600	State Grants	$ -	$ 2,935,562.00	$ 3,588,162.00	$ (3,588,162.00)	0.00%
100-990-442700	County Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ -**	**$ 2,935,562.00**	**$ 3,588,162.00**	**$ (3,588,162.00)**	**0.00%**
100-990-451900	Sales - Ordinances & Maps	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-455001	Ameren Gas Franchise	$ 250,000.00	$ 23,346.67	$ 209,350.03	$ 40,649.97	83.74%
100-990-455003	Franchise Fee - Cable Tv	$ 430,000.00	$ -	$ 283,745.85	$ 146,254.15	65.99%
100-990-455004	Good Energy Revenue	$ 80,750.00	$ -	$ 57,828.52	$ 22,921.48	71.61%
100-990-458000	TC3 Service Fee	$ 50,000.00	$ 4,166.67	$ 29,166.69	$ 20,833.31	58.33%
	Fees/Charges For Service	**$ 810,750.00**	**$ 27,513.34**	**$ 580,091.09**	**$ 230,658.91**	**71.55%**
100-990-414002	Impound Fees	$ 80,000.00	$ 9,310.47	$ 45,937.23	$ 34,062.77	57.42%
100-990-463500	Late Payment Penalty	$ 2,500.00	$ 18.16	$ 1,742.73	$ 757.27	69.71%
100-990-463600	Interest Charge	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ 82,500.00**	**$ 9,328.63**	**$ 47,679.96**	**$ 34,820.04**	**57.79%**
100-990-490100	Interest Earnings	$ 100,000.00	$ 4,198.89	$ 63,559.46	$ 36,440.54	63.56%
100-990-491900	Incr/decr Investment Valu	$ -	$ -	$ -	$ -	0.00%
100-990-492300	Bond Credits	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ 100,000.00**	**$ 4,198.89**	**$ 63,559.46**	**$ 36,440.54**	**63.56%**
100-990-454500	Other Contractual Revenue	$ -	$ 535.60	$ 5,361.84	$ (5,361.84)	0.00%
100-990-490800	Developer Agreement Payments	$ -	$ -	$ -	$ -	0.00%
100-990-491300	Prorated Re Tax/City Prop	$ -	$ -	$ -	$ -	0.00%
100-990-492100	Loan Proceeds	$ -	$ -	$ -	$ -	0.00%
100-990-495600	Insurance Reimbursements	$ -	$ -	$ -	$ -	0.00%
100-990-498900	Non Sufficient Funds Fee	$ -	$ -	$ 50.00	$ (50.00)	0.00%
100-990-499150	Suits And Settlements	$ -	$ -	$ -	$ -	0.00%
100-990-499201	Human Rights Contributions	$ -	$ -	$ 20.70	$ (20.70)	0.00%
100-990-499400	Proceeds Of Auction	$ -	$ -	$ -	$ -	0.00%
100-990-499520	Unclaimed Grant Money	$ -	$ -	$ -	$ -	0.00%
100-990-499800	Miscellaneous Receipts	$ 5,000.00	$ 96.60	$ 7,684.53	$ (2,684.53)	153.69%
	Other Revenue	**$ 5,000.00**	**$ 632.20**	**$ 13,117.07**	**$ (8,117.07)**	**262.34%**
100-990-492000	Bond Proceeds - Principal	$ -	$ -	$ -	$ -	0.00%
	Debt Proceeds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-990-440223	Transfer From Solid Waste	$ 350,000.00	$ -	$ -	$ 350,000.00	0.00%
100-990-440231	Transfer From Sewerage	$ 860,000.00	$ -	$ 860,000.00	$ -	100.00%
100-990-440232	Transfer From Storm Water	$ -	$ -	$ -	$ -	0.00%
100-990-440240	Transfer From Motor Fuel	$ -	$ -	$ -	$ -	0.00%
100-990-440261	Transfer From Hud	$ -	$ -	$ -	$ -	0.00%
100-990-440270	Transfer from TIF I	$ -	$ -	$ -	$ -	0.00%
100-990-440445	Transfer From Capital Projects	$ -	$ -	$ -	$ -	0.00%
100-990-440501	Transfer From School Bus	$ 873,000.00	$ -	$ 1,213,099.00	$ (340,099.00)	138.96%
100-990-440525	Transfer from Airport	$ -	$ -	$ -	$ -	0.00%
100-990-440570	Transfer from Econ Development	$ -	$ -	$ 225,000.00	$ (225,000.00)	0.00%
100-990-440695	Transfer from Insurance	$ -	$ -	$ -	$ -	0.00%
100-990-440800	Transfer from Debt Service	$ -	$ -	$ -	$ -	0.00%
100-990-440900	Transfer From Tpcc	$ -	$ -	$ -	$ -	0.00%
100-990-440924	Contribution from Library	$ 15,000.00	$ 3,750.00	$ 11,250.00	$ 3,750.00	75.00%
100-990-499850	Allocated Cost Reimbursements	$ -	$ 10.88	$ 310.43	$ (310.43)	0.00%
	Transfers From Other Funds	**$ 2,098,000.00**	**$ 3,760.88**	**$ 2,309,659.43**	**$ (211,659.43)**	**110.09%**
100-990-599997	Payroll Increase Set Aside	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-990-520200	Office Supplies	$ 3,500.00	$ 214.75	$ 3,802.88	$ (302.88)	108.65%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-520400	Postage	$ 1,500.00	$ (604.65)	$ (1,413.66)	$ 2,913.66	-94.24%
100-990-529000	Equipment	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
	Supplies & Materials	**$ 10,000.00**	**$ (389.90)**	**$ 2,389.22**	**$ 7,610.78**	**23.89%**
100-990-511500	Economic Assistance	$ -	$ -	$ 652,600.00	$ (652,600.00)	0.00%
100-990-524000	Lease/rental Of Equipment	$ 1,500.00	$ 307.71	$ 1,727.85	$ (227.85)	115.19%
100-990-538000	Maintenance Agreements	$ 7,750.00	$ 635.53	$ 4,500.05	$ 3,249.95	58.07%
100-990-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
100-990-559900	Receivable Charge Off	$ -	$ -	$ -	$ -	0.00%
100-990-560100	Auditing Fees	$ 50,000.00	$ 35,174.59	$ 35,174.59	$ 14,825.41	70.35%
100-990-565900	Citylink Contract	$ 205,000.00	$ -	$ 86,666.67	$ 118,333.33	42.28%
100-990-568100	Home Rule Tax Rebate	$ -	$ -	$ -	$ -	0.00%
100-990-569000	Other Contractual Service	$ 20,000.00	$ 138.57	$ 10,524.05	$ 9,475.95	52.62%
100-990-590900	Police And Fire Commission	$ 7,750.00	$ -	$ 12,994.18	$ (5,244.18)	167.67%
	Contractual Services	**$ 292,000.00**	**$ 36,256.40**	**$ 804,187.39**	**$ (512,187.39)**	**275.41%**
100-990-580200	Land Purchase	$ -	$ -	$ -	$ -	0.00%
100-990-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
100-990-599998	Capital Set Aside	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
100-990-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
100-990-590600	Bank Charges	$ 2,500.00	$ 174.94	$ 1,814.17	$ 685.83	72.57%
100-990-590905	Human Rights Expenditures	$ -	$ -	$ -	$ -	0.00%
100-990-593700	Reconciliation Difference	$ -	$ -	$ -	$ -	0.00%
100-990-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
100-990-599002	IMRF Costs-ERI	$ -	$ -	$ -	$ -	0.00%
100-990-599700	Income Credit	$ -	$ -	$ -	$ -	0.00%
100-990-599999	Contingency	$ 479,000.00	$ 4,528.13	$ 22,771.88	$ 456,228.12	4.75%
	Other Expenditures	**$ 481,500.00**	**$ 4,703.07**	**$ 24,586.05**	**$ 456,913.95**	**5.11%**
100-990-590400	Interest Paid	$ 191,105.00	$ 1,433.64	$ 181,733.63	$ 9,371.37	95.10%
100-990-591000	Bond Principal Retired	$ 240,000.00	$ -	$ 240,000.00	$ -	100.00%
100-990-591100	Bond Registrar Fees	$ 1,850.00	$ -	$ 750.00	$ 1,100.00	40.54%
100-990-591101	Bond Issuance Costs	$ -	$ -	$ -	$ -	0.00%
100-990-591200	Note Principal Paid	$ -	$ -	$ -	$ -	0.00%
100-990-591400	Loan payments	$ 300,000.00	$ 25,518.87	$ 227,763.96	$ 72,236.04	75.92%
	Debt Service	**$ 732,955.00**	**$ 26,952.51**	**$ 650,247.59**	**$ 82,707.41**	**88.72%**
100-990-520223	Transfer To Garbage	$ -	$ -	$ -	$ -	0.00%
100-990-520225	Transfer To Yardwaste	$ -	$ -	$ -	$ -	0.00%
100-990-520226	Transfer To Recycling	$ -	$ -	$ -	$ -	0.00%
100-990-520231	Transfer To Sewerage Fund	$ -	$ -	$ -	$ -	0.00%
100-990-520240	Transfer to MFT	$ -	$ -	$ -	$ -	0.00%
100-990-520261	Transfer To Hud	$ -	$ -	$ -	$ -	0.00%
100-990-520270	Transfer To Tif 1	$ -	$ -	$ -	$ -	0.00%
100-990-520445	Transfer To Capital Projects	$ 12,500.00	$ -	$ -	$ 12,500.00	0.00%
100-990-520500	Transfer To Municipal Bus	$ -	$ -	$ -	$ -	0.00%
100-990-520525	Transfer To Pekin Airport	$ -	$ -	$ -	$ -	0.00%
100-990-520570	Transfer To Economic Devel	$ -	$ -	$ -	$ -	0.00%
100-990-520695	Transfer To Insurance Fund	$ -	$ -	$ -	$ -	0.00%
100-990-520699	Transfer To Vehicle Maint	$ -	$ -	$ -	$ -	0.00%
100-990-520800	Transfer to Library Debt	$ -	$ -	$ -	$ -	0.00%

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-520924	Transfer To Library Fund	$ -	$ -	$ -	$ -	0.00%
100-990-520941	Transfer To Police Pension	$ 58,322.00	$ -	$ -	$ 58,322.00	0.00%
100-990-520944	Transfer To Fire Pension	$ 296,992.00	$ -	$ -	$ 296,992.00	0.00%
	Transfers To Other Funds	**$ 367,814.00**	**$ -**	**$ -**	**$ 367,814.00**	**0.00%**
990	**General Operations**	**$ 19,237,992.00**	**$ 4,509,122.70**	**$ 20,330,385.68**	**$ (1,092,393.68)**	**105.68%**
100	**General Fund**	**$ 357,289.00**	**$ 3,050,652.26**	**$ 5,416,975.92**	**$ (5,059,706.92)**	**1516.13%**
Revenue Total		**$ 23,169,116.00**	**$ 4,773,832.80**	**$ 23,494,887.73**	**$ (325,771.73)**	**101.41%**
Expense Total		**$ 22,811,827.00**	**$ 1,723,180.54**	**$ 18,077,891.81**	**$ 4,733,935.19**	**79.25%**
Grand Total		**$ 357,289.00**	**$ 3,050,652.26**	**$ 5,416,975.92**	**$ (5,059,706.92)**	**1516.13%**

Attachment: GF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
208	**Tourism**					
208-208-411005	Home Rule Motel Tax	$ 123,000.00	$ 3,798.85	$ 128,348.04	$ (5,348.04)	104.35%
	Taxes	**$ 123,000.00**	**$ 3,798.85**	**$ 128,348.04**	**$ (5,348.04)**	**104.35%**
208-208-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
208-208-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
208-208-463500	Late Payment Penalty	$ -	$ -	$ -	$ -	0.00%
208-208-463600	Interest Charges	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
208-208-490100	Interest Earnings	$ -	$ 31.74	$ 224.58	$ (224.58)	0.00%
	Investment Earnings	**$ -**	**$ 31.74**	**$ 224.58**	**$ (224.58)**	**0.00%**
208-208-493600	Training Reimbursements	$ -	$ -	$ -	$ -	0.00%
208-208-498700	Farmer's Market Revenue	$ -	$ -	$ -	$ -	0.00%
208-208-499201	Tourism Contributions	$ -	$ -	$ -	$ -	0.00%
208-208-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
208-208-492100	Loan Proceeds	$ -	$ -	$ -	$ -	0.00%
	Debt Proceeds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
208-208-511600	Salary: All Personnel	$ 8,220.66	$ 496.52	$ 5,473.40	$ 2,747.26	66.58%
208-208-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
208-208-515500	Vacation Pay	$ -	$ 31.02	$ 361.72	$ (361.72)	0.00%
208-208-515600	Holiday Pay	$ -	$ 54.47	$ 274.64	$ (274.64)	0.00%
208-208-515800	Sick Pay	$ -	$ 23.50	$ 101.88	$ (101.88)	0.00%
208-208-516700	Wellness Program	$ -	$ -	$ -	$ -	0.00%
208-208-517000	Oasdi/city Share 6.2%	$ 509.68	$ 36.56	$ 361.66	$ 148.02	70.96%
208-208-517001	Medicare/city Share 1.45%	$ 119.20	$ 8.71	$ 88.07	$ 31.13	73.88%
208-208-517401	IMRF	$ 959.35	$ 70.14	$ 722.22	$ 237.13	75.28%
208-208-518000	Group Insurance	$ 1,858.91	$ 125.55	$ 1,142.20	$ 716.71	61.44%
208-208-518300	Workers Comp Insurance	$ 2,981.24	$ -	$ -	$ 2,981.24	0.00%
	Personnel	**$ 14,649.04**	**$ 846.47**	**$ 8,525.79**	**$ 6,123.25**	**58.20%**
208-208-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
208-208-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
208-208-520400	Postage	$ -	$ -	$ 32.00	$ (32.00)	0.00%
208-208-598505	Special Events	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ -**	**$ -**	**$ 32.00**	**$ (32.00)**	**0.00%**
208-208-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
208-208-551600	Dues And Subscriptions	$ 47,500.00	$ -	$ 27,500.00	$ 20,000.00	57.89%
208-208-559900	Receivable Charge Off	$ -	$ -	$ -	$ -	0.00%
208-208-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%
208-208-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
208-208-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
208-208-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
208-208-573100	Grants	$ -	$ -	$ -	$ -	0.00%
208-208-583000	Loan Agreements	$ -	$ -	$ -	$ -	0.00%
208-208-591200	Developers Agreements	$ -	$ -	$ -	$ -	0.00%
208-208-598100	Public Relations	$ -	$ -	$ (60.00)	$ 60.00	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Contractual Services	**$ 47,500.00**	**$ -**	**$ 27,440.00**	**$ 20,060.00**	**57.77%**
208-208-580201	Land Improvements	$ 500.00	$ 275.00	$ 275.00	$ 225.00	55.00%
	Capital Outlay	**$ 500.00**	**$ 275.00**	**$ 275.00**	**$ 225.00**	**55.00%**
208-208-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
208-208-551000	Printing And Publications	$ -	$ -	$ 105.00	$ (105.00)	0.00%
208-208-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
208-208-590600	Bank fees	$ -	$ -	$ -	$ -	0.00%
208-208-597700	Sponsorships	$ 60,279.00	$ -	$ 18,900.00	$ 41,379.00	31.35%
208-208-598500	Farmer's Market Expense	$ -	$ -	$ -	$ -	0.00%
208-208-599000	Miscellaneous	$ -	$ -	$ 270.00	$ (270.00)	0.00%
	Other Expenditures	**$ 60,279.00**	**$ -**	**$ 19,275.00**	**$ 41,004.00**	**31.98%**
208-208-590400	Interest Paid	$ 2,855.02	$ -	$ 2,888.86	$ (33.84)	101.19%
208-208-591400	Loan Payments	$ 93,606.50	$ -	$ 93,692.89	$ (86.39)	100.09%
	Debt Service	**$ 96,461.52**	**$ -**	**$ 96,581.75**	**$ (120.23)**	**100.12%**
208	**Tourism**	**$ (96,389.56)**	**$ 2,709.12**	**$ (23,556.92)**	**$ (72,832.64)**	**24.44%**
223	**Solid Waste**					
223-023-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-023-452300	Garbage Fees	$ -	$ -	$ -	$ -	0.00%
223-023-452400	Garbage Fees Non-resident	$ -	$ 27.00	$ 243.00	$ (243.00)	0.00%
223-023-459000	Sanitation Fee	$ 2,830,155.00	$ 236,209.42	$ 2,124,721.35	$ 705,433.65	75.07%
223-023-459400	Special Refuse Pickups	$ 2,000.00	$ 190.45	$ 1,649.03	$ 350.97	82.45%
223-023-498900	Non Sufficient Funds Fee	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ 2,832,155.00**	**$ 236,426.87**	**$ 2,126,613.38**	**$ 705,541.62**	**75.09%**
223-023-421000	Garbage Licenses	$ 250.00	$ -	$ 120.00	$ 130.00	48.00%
	Licenses And Permits	**$ 250.00**	**$ -**	**$ 120.00**	**$ 130.00**	**48.00%**
223-023-490100	Interest Earnings	$ 6,000.00	$ 431.96	$ 3,823.47	$ 2,176.53	63.72%
	Investment Earnings	**$ 6,000.00**	**$ 431.96**	**$ 3,823.47**	**$ 2,176.53**	**63.72%**
223-023-491000	Rental Of Municipal Property	$ -	$ -	$ -	$ -	0.00%
223-023-491500	Sale Of Municipal Property	$ 28,000.00	$ 2,700.00	$ 35,640.00	$ (7,640.00)	127.29%
223-023-495600	Insurance Reimbursements	$ -	$ -	$ -	$ -	0.00%
223-023-499700	Transfer In	$ -	$ -	$ -	$ -	0.00%
223-023-499800	Miscellaneous Receipts	$ 1,500.00	$ -	$ -	$ 1,500.00	0.00%
223-023-499802	Cash Over/short	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ 29,500.00**	**$ 2,700.00**	**$ 35,640.00**	**$ (6,140.00)**	**120.81%**
223-023-492000	Bond Proceeds - Principal	$ -	$ -	$ -	$ -	0.00%
	Debt Proceeds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-023-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-023-511600	Salary: All Personnel	$ 498,851.00	$ 35,788.66	$ 387,699.50	$ 111,151.50	77.72%
223-023-515000	Overtime	$ 28,328.00	$ 4,257.56	$ 28,695.20	$ (367.20)	101.30%
223-023-515500	Vacation Pay	$ -	$ 3,167.36	$ 19,875.37	$ (19,875.37)	0.00%
223-023-515600	Holiday Pay	$ -	$ 3,851.19	$ 21,545.96	$ (21,545.96)	0.00%
223-023-515800	Sick Pay	$ -	$ 1,014.02	$ 9,441.12	$ (9,441.12)	0.00%

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General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-023-515900	Compensated Absences	$ -	$ -	$ -	$ -	0.00%
223-023-516700	Wellness Program	$ 3,500.00	$ -	$ -	$ 3,500.00	0.00%
223-023-517000	Oasdi/city Share 6.2%	$ 32,685.00	$ 2,880.87	$ 28,000.69	$ 4,684.31	85.67%
223-023-517001	Medicare/city Share 1.45%	$ 7,644.00	$ 673.79	$ 6,564.85	$ 1,079.15	85.88%
223-023-517401	IMRF	$ 61,522.00	$ 5,561.83	$ 54,359.16	$ 7,162.84	88.36%
223-023-518000	Group Insurance	$ 175,019.00	$ 12,898.30	$ 120,587.48	$ 54,431.52	68.90%
223-023-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
223-023-518300	Workers Comp Insurance	$ 32,984.00	$ -	$ 28,859.20	$ 4,124.80	87.49%
223-023-554300	Uniforms And Tools	$ 2,000.00	$ 405.64	$ 2,936.65	$ (936.65)	146.83%
223-023-559000	Medical Expense/supplies	$ 250.00	$ -	$ 116.00	$ 134.00	46.40%
	Personnel	**$ 842,783.00**	**$ 70,499.22**	**$ 708,681.18**	**$ 134,101.82**	**84.09%**
223-023-519000	Training And Education	$ 1,500.00	$ -	$ -	$ 1,500.00	0.00%
	Training & Education	**$ 1,500.00**	**$ -**	**$ -**	**$ 1,500.00**	**0.00%**
223-023-520200	Office Supplies	$ 300.00	$ -	$ 99.55	$ 200.45	33.18%
223-023-520400	Postage	$ 30,000.00	$ 2,331.63	$ 21,133.08	$ 8,866.92	70.44%
223-023-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
223-023-522400	General Supplies	$ 3,500.00	$ 182.92	$ 2,315.45	$ 1,184.55	66.16%
223-023-529000	Equipment	$ 25,000.00	$ -	$ 25,109.99	$ (109.99)	100.44%
223-023-556100	Gasoline/diesel Fuel	$ 100,000.00	$ 6,776.00	$ 76,936.50	$ 23,063.50	76.94%
	Supplies & Materials	**$ 158,800.00**	**$ 9,290.55**	**$ 125,594.57**	**$ 33,205.43**	**79.09%**
223-023-518100	Liability Insurance Premiums	$ 14,285.00	$ -	$ 28,362.00	$ (14,077.00)	198.54%
223-023-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
223-023-534000	Automotive Expense	$ 150,000.00	$ 9,519.77	$ 125,362.03	$ 24,637.97	83.57%
223-023-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
223-023-538000	Maintenance Agreements	$ 2,000.00	$ -	$ 1,044.93	$ 955.07	52.25%
223-023-550100	Utilities	$ 3,000.00	$ 145.31	$ 815.63	$ 2,184.37	27.19%
223-023-550300	Telephone	$ 1,250.00	$ 19.60	$ 226.08	$ 1,023.92	18.09%
223-023-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
223-023-555000	Radio Expense	$ 500.00	$ -	$ 586.90	$ (86.90)	117.38%
223-023-559900	Bad debt	$ -	$ -	$ -	$ -	0.00%
223-023-560100	Auditing Fees	$ 500.00	$ 1,560.54	$ 1,560.54	$ (1,060.54)	312.11%
223-023-561000	legal fees	$ -	$ -	$ 2,240.00	$ (2,240.00)	0.00%
223-023-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
223-023-566400	Garbage Removal Contract	$ -	$ -	$ -	$ -	0.00%
223-023-566500	Landfill Expense	$ 550,000.00	$ 55,373.16	$ 420,128.07	$ 129,871.93	76.39%
223-023-566600	Pest Control	$ -	$ -	$ -	$ -	0.00%
223-023-569000	Other Contractual Service	$ 35,000.00	$ 2,115.48	$ 26,369.91	$ 8,630.09	75.34%
223-023-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 756,535.00**	**$ 68,733.86**	**$ 606,696.09**	**$ 149,838.91**	**80.19%**
223-023-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
223-023-587001	Lease/Purchase Equipment	$ -	$ -	$ -	$ -	0.00%
223-023-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
223-023-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
223-023-599998	Capital Set Aside	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-023-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
223-023-551000	Printing And Publications	$ -	$ -	$ 70.00	$ (70.00)	0.00%
223-023-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
223-023-557200	License And Inspection Fees	$ 500.00	$ -	$ 336.00	$ 164.00	67.20%
223-023-590600	Bank Charges	$ 10,000.00	$ 909.20	$ 7,878.10	$ 2,121.90	78.78%
223-023-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-023-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
223-023-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
223-023-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 10,500.00**	**$ 909.20**	**$ 8,284.10**	**$ 2,215.90**	**78.90%**
223-023-590400	Interest Paid	$ -	$ -	$ -	$ -	0.00%
223-023-591000	Bond Principal Retired	$ -	$ -	$ -	$ -	0.00%
	Debt Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-023-520100	Transfer To General Fund	$ 350,000.00	$ -	$ -	$ 350,000.00	0.00%
223-023-520231	Transfer to Sewerage Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ 350,000.00**	**$ -**	**$ -**	**$ 350,000.00**	**0.00%**
023	**Garbage**	**$ 747,787.00**	**$ 90,126.00**	**$ 716,940.91**	**$ 30,846.09**	**95.88%**
223-025-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-025-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-025-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-025-511600	Salary: All Personnel	$ 114,787.00	$ 7,469.12	$ 76,679.01	$ 38,107.99	66.80%
223-025-515000	Overtime	$ 6,548.00	$ 988.56	$ 9,230.61	$ (2,682.61)	140.97%
223-025-515500	Vacation Pay	$ -	$ 219.68	$ 3,248.76	$ (3,248.76)	0.00%
223-025-515600	Holiday Pay	$ -	$ 878.72	$ 3,941.28	$ (3,941.28)	0.00%
223-025-515800	Sick Pay	$ -	$ -	$ 986.90	$ (986.90)	0.00%
223-025-515900	Compensated Absences	$ -	$ -	$ 403.80	$ (403.80)	0.00%
223-025-517000	Oasdi/city Share 6.2%	$ 7,523.00	$ 561.83	$ 5,563.84	$ 1,959.16	73.96%
223-025-517001	Medicare/city Share 1.45%	$ 1,759.00	$ 131.41	$ 1,301.46	$ 457.54	73.99%
223-025-517401	IMRF	$ 14,160.00	$ 1,115.19	$ 11,027.09	$ 3,132.91	77.87%
223-025-518000	Group Insurance	$ 48,516.00	$ 4,212.58	$ 40,368.58	$ 8,147.42	83.21%
223-025-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
223-025-518300	Workers Comp Insurance	$ 892.00	$ -	$ -	$ 892.00	0.00%
223-025-554300	Uniforms And Tools	$ 1,000.00	$ 191.20	$ 634.88	$ 365.12	63.49%
223-025-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 195,185.00**	**$ 15,768.29**	**$ 153,386.21**	**$ 41,798.79**	**78.59%**
223-025-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-025-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
223-025-520400	Postage	$ -	$ -	$ -	$ -	0.00%
223-025-522400	General Supplies	$ 250.00	$ -	$ -	$ 250.00	0.00%
223-025-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
223-025-556100	Gasoline/diesel Fuel	$ 15,000.00	$ -	$ -	$ 15,000.00	0.00%
	Supplies & Materials	**$ 15,250.00**	**$ -**	**$ -**	**$ 15,250.00**	**0.00%**
223-025-518100	Liability Insurance Premiums	$ 397.00	$ -	$ -	$ 397.00	0.00%
223-025-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
223-025-534000	Automotive Expense	$ 15,000.00	$ 4,640.98	$ 12,355.40	$ 2,644.60	82.37%
223-025-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
223-025-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
223-025-550300	Telephone	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-025-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
223-025-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
223-025-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%
223-025-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
223-025-566501	Compost Site Expense	$ 90,000.00	$ 915.00	$ 108,015.51	$ (18,015.51)	120.02%
223-025-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 105,397.00**	**$ 5,555.98**	**$ 120,370.91**	**$ (14,973.91)**	**114.21%**
223-025-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
223-025-587001	Lease/Purchase Equipment	$ -	$ -	$ -	$ -	0.00%
223-025-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
223-025-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-025-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
223-025-551000	Printing And Publications	$ 500.00	$ -	$ 450.00	$ 50.00	90.00%
223-025-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
223-025-557200	License And Inspection Fees	$ -	$ -	$ 42.00	$ (42.00)	0.00%
223-025-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 500.00**	**$ -**	**$ 492.00**	**$ 8.00**	**98.40%**
025	**Yardwaste**	**$ (316,332.00)**	**$ (21,324.27)**	**$ (274,249.12)**	**$ (42,082.88)**	**86.70%**
223-026-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
223-026-442700	County Grants	$ 71,000.00	$ -	$ -	$ 71,000.00	0.00%
	Intergovernmental	**$ 71,000.00**	**$ -**	**$ -**	**$ 71,000.00**	**0.00%**
223-026-459000	Recycling Revenue	$ 500.00	$ -	$ 288.00	$ 212.00	57.60%
223-026-491500	Sale of Municipal Property	$ 7,000.00	$ 400.00	$ 7,000.00	$ -	100.00%
223-026-499800	Miscellaneous Receipts	$ -	$ -	$ 196.20	$ (196.20)	0.00%
	Other Revenue	**$ 7,500.00**	**$ 400.00**	**$ 7,484.20**	**$ 15.80**	**99.79%**
223-026-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-026-511600	Salary: All Personnel	$ 114,787.00	$ 6,233.42	$ 78,865.71	$ 35,921.29	68.71%
223-026-515000	Overtime	$ 7,591.00	$ 659.04	$ 6,447.40	$ 1,143.60	84.93%
223-026-515500	Vacation Pay	$ -	$ 576.66	$ 3,858.28	$ (3,858.28)	0.00%
223-026-515600	Holiday Pay	$ -	$ 878.72	$ 3,717.28	$ (3,717.28)	0.00%
223-026-515800	Sick Pay	$ -	$ 219.68	$ 287.79	$ (287.79)	0.00%
223-026-515900	Compensated Absences	$ -	$ 878.72	$ 878.72	$ (878.72)	0.00%
223-026-517000	Oasdi/city Share 6.2%	$ 7,587.00	$ 569.02	$ 5,679.28	$ 1,907.72	74.86%
223-026-517001	Medicare/city Share 1.45%	$ 1,774.00	$ 133.08	$ 1,328.31	$ 445.69	74.88%
223-026-517401	IMRF	$ 14,282.00	$ 1,102.38	$ 10,976.34	$ 3,305.66	76.85%
223-026-518000	Group Insurance	$ 32,301.00	$ 2,286.44	$ 20,848.87	$ 11,452.13	64.55%
223-026-518300	Workers Comp Insurance	$ 7,033.00	$ -	$ 6,468.04	$ 564.96	91.97%
223-026-554300	Uniforms And Tools	$ 800.00	$ -	$ 1,224.05	$ (424.05)	153.01%
223-026-559000	Medical Expense/supplies	$ -	$ -	$ 72.00	$ (72.00)	0.00%
	Personnel	**$ 186,155.00**	**$ 13,537.16**	**$ 140,652.07**	**$ 45,502.93**	**75.56%**
223-026-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-026-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
223-026-520400	Postage	$ -	$ -	$ -	$ -	0.00%
223-026-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-026-522400	General Supplies	$ -	$ -	$ -	$ -	0.00%
223-026-529000	Equipment	$ 5,000.00	$ -	$ 5,000.00	$ -	100.00%
223-026-556100	Gasoline/diesel Fuel	$ 10,000.00	$ -	$ 2,067.50	$ 7,932.50	20.68%
	Supplies & Materials	**$ 15,000.00**	**$ -**	**$ 7,067.50**	**$ 7,932.50**	**47.12%**
223-026-518100	Liability Insurance Premiums	$ 2,625.00	$ -	$ 2,530.00	$ 95.00	96.38%
223-026-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
223-026-534000	Automotive Expense	$ 20,000.00	$ 585.00	$ 6,605.77	$ 13,394.23	33.03%
223-026-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
223-026-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
223-026-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
223-026-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
223-026-555000	Radio Expense	$ 500.00	$ -	$ 127.25	$ 372.75	25.45%
223-026-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
223-026-566502	Recycling Expense	$ 60,000.00	$ 6,897.29	$ 54,770.66	$ 5,229.34	91.28%
223-026-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
223-026-592000	Community Education	$ -	$ -	$ -	$ -	0.00%
223-026-598200	Grant Expenses	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 83,125.00**	**$ 7,482.29**	**$ 64,033.68**	**$ 19,091.32**	**77.03%**
223-026-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
223-026-587001	Lease/Purchase Equipment	$ -	$ -	$ -	$ -	0.00%
223-026-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
223-026-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
223-026-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
223-026-550100	Utilities	$ -	$ 55.17	$ 363.52	$ (363.52)	0.00%
223-026-551000	Printing And Publications	$ 1,000.00	$ -	$ 210.00	$ 790.00	21.00%
223-026-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
223-026-557200	License And Inspection Fees	$ -	$ -	$ 134.00	$ (134.00)	0.00%
223-026-599000	Miscellaneous	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
	Other Expenditures	**$ 2,000.00**	**$ 55.17**	**$ 707.52**	**$ 1,292.48**	**35.38%**
026	**Recycling**	**$ (207,780.00)**	**$ (20,674.62)**	**$ (204,976.57)**	**$ (2,803.43)**	**98.65%**
223	**Solid Waste**	**$ 223,675.00**	**$ 48,127.11**	**$ 237,715.22**	**$ (14,040.22)**	**106.28%**
231	**Sewerage**					
231-000-218905	IL EPA Loan L175402	$ -	$ -	$ -	$ -	0.00%
	Debt Proceeds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-000-150600	Building Improvements	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
000	**Non Departmental**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-029-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-029-452000	Sewage Treatment - N Pekin	$ 115,000.00	$ -	$ 62,361.91	$ 52,638.09	54.23%
231-029-452900	Sewer Connection Fees	$ -	$ -	$ -	$ -	0.00%
231-029-458400	Vactor Disposal Fees	$ -	$ -	$ -	$ -	0.00%
231-029-459100	Basic Service Fees	$ 6,870,000.00	$ 673,086.60	$ 5,259,498.97	$ 1,610,501.03	76.56%
231-029-459200	Surcharge	$ 20,000.00	$ 2,693.28	$ 10,865.01	$ 9,134.99	54.33%
231-029-459300	Capital Replacement Fees	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-029-494100	City Property Dmg Reimb	$ -	$ -	$ -	$ -	0.00%
231-029-498900	Non Sufficient Funds Fee	$ 2,200.00	$ 200.00	$ 1,654.50	$ 545.50	75.20%
	Fees/Charges For Service	**$ 7,007,200.00**	**$ 675,979.88**	**$ 5,334,380.39**	**$ 1,672,819.61**	**76.13%**
231-029-420900	Sewer Contractors License	$ 500.00	$ -	$ 500.00	$ -	100.00%
231-029-427200	Sewer Permits	$ -	$ -	$ 2,075.00	$ (2,075.00)	0.00%
	Licenses And Permits	**$ 500.00**	**$ -**	**$ 2,575.00**	**$ (2,075.00)**	**515.00%**
231-029-490100	Interest Earnings	$ 120,000.00	$ 451.92	$ 66,960.55	$ 53,039.45	55.80%
231-029-490101	Interest Income - UNUSED	$ -	$ -	$ -	$ -	0.00%
231-029-490110	Ww Finance Charge	$ 350,000.00	$ -	$ 61,241.67	$ 288,758.33	17.50%
231-029-490300	Court Fees	$ -	$ -	$ -	$ -	0.00%
231-029-491900	Incr/decr Investment Valu	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ 470,000.00**	**$ 451.92**	**$ 128,202.22**	**$ 341,797.78**	**27.28%**
231-029-490500	Lien File & Release Fees	$ 22,000.00	$ 119.80	$ 2,875.20	$ 19,124.80	13.07%
231-029-490550	Lien Filing Search Fee	$ -	$ -	$ -	$ -	0.00%
231-029-490600	Water Company Commission	$ -	$ -	$ -	$ -	0.00%
231-029-490800	Developer Agreement Payments	$ -	$ -	$ -	$ -	0.00%
231-029-491500	Sale Of Municipal Property	$ -	$ -	$ -	$ -	0.00%
231-029-499400	Proceeds of Auction	$ -	$ -	$ -	$ -	0.00%
231-029-499800	Miscellaneous Receipts	$ 1,900.00	$ -	$ -	$ 1,900.00	0.00%
231-029-499802	Cash Over/short	$ -	$ -	$ 5.00	$ (5.00)	0.00%
	Other Revenue	**$ 23,900.00**	**$ 119.80**	**$ 2,880.20**	**$ 21,019.80**	**12.05%**
231-029-492000	Bond Proceeds - Principal	$ -	$ -	$ -	$ -	0.00%
231-029-492100	IL EPA Loan	$ -	$ -	$ -	$ -	0.00%
	Debt Proceeds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-029-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
231-029-440223	Transfer from Solid Waste	$ -	$ -	$ -	$ -	0.00%
231-029-440261	Transfer From Hud	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-029-511600	Salary: All Personnel	$ 237,936.94	$ 13,046.92	$ 141,909.19	$ 96,027.75	59.64%
231-029-515000	Overtime	$ 2,500.00	$ 110.60	$ 142.32	$ 2,357.68	5.69%
231-029-515500	Vacation Pay	$ -	$ 1,307.54	$ 9,496.45	$ (9,496.45)	0.00%
231-029-515600	Holiday Pay	$ -	$ 1,555.69	$ 7,728.91	$ (7,728.91)	0.00%
231-029-515800	Sick Pay	$ -	$ 561.01	$ 4,298.48	$ (4,298.48)	0.00%
231-029-515900	Compensated Absences	$ -	$ -	$ -	$ -	0.00%
231-029-516700	Wellness Program	$ 2,200.00	$ -	$ -	$ 2,200.00	0.00%
231-029-517000	Oasdi/city Share 6.2%	$ 14,907.09	$ 983.35	$ 9,531.37	$ 5,375.72	63.94%
231-029-517001	Medicare/city Share 1.45%	$ 3,486.34	$ 229.93	$ 2,267.56	$ 1,218.78	65.04%
231-029-517401	IMRF	$ 28,058.99	$ 1,929.62	$ 19,058.76	$ 9,000.23	67.92%
231-029-518000	Group Insurance	$ 70,111.82	$ 5,084.56	$ 46,828.14	$ 23,283.68	66.79%
231-029-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
231-029-518300	Workers Comp Insurance	$ 900.00	$ -	$ -	$ 900.00	0.00%
231-029-559000	Medical Expense/supplies	$ 75.00	$ -	$ -	$ 75.00	0.00%
	Personnel	**$ 360,176.18**	**$ 24,809.22**	**$ 241,261.18**	**$ 118,915.00**	**66.98%**
231-029-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-029-520200	Office Supplies	$ 200.00	$ -	$ 126.96	$ 73.04	63.48%
231-029-520400	Postage	$ 30,000.00	$ 2,354.77	$ 21,211.92	$ 8,788.08	70.71%
231-029-529000	Equipment	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Supplies & Materials	**$ 30,200.00**	**$ 2,354.77**	**$ 21,338.88**	**$ 8,861.12**	**70.66%**
231-029-518100	Liability Insurance Premiums	$ 27,382.00	$ -	$ -	$ 27,382.00	0.00%
231-029-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
231-029-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
231-029-538000	Maintenance Agreements	$ 1,500.00	$ -	$ 1,044.94	$ 455.06	69.66%
231-029-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
231-029-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
231-029-559900	Provisions For Bad Debts	$ -	$ -	$ -	$ -	0.00%
231-029-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
231-029-560700	IL-Am Water Shut Off Expense	$ -	$ -	$ -	$ -	0.00%
231-029-560701	American Water Consmptn Repts	$ 12,350.00	$ -	$ 6,216.64	$ 6,133.36	50.34%
231-029-560800	Collection Agency Fees	$ -	$ -	$ -	$ -	0.00%
231-029-561000	Legal Fees	$ -	$ -	$ -	$ -	0.00%
231-029-561800	Bond Issue Expense	$ -	$ -	$ -	$ -	0.00%
231-029-562300	Summons Fees	$ -	$ -	$ -	$ -	0.00%
231-029-569000	Other Contractual Service	$ 35,000.00	$ 2,099.08	$ 26,428.65	$ 8,571.35	75.51%
231-029-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 76,232.00**	**$ 2,099.08**	**$ 33,690.23**	**$ 42,541.77**	**44.19%**
231-029-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
231-029-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-029-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
231-029-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
231-029-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
231-029-590600	Bank Charges	$ 8,000.00	$ 909.26	$ 7,878.14	$ 121.86	98.48%
231-029-593300	Lien Filing Fee	$ 20,000.00	$ -	$ 3,081.00	$ 16,919.00	15.41%
231-029-593302	Judgement Filing Fee	$ -	$ -	$ -	$ -	0.00%
231-029-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
231-029-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
231-029-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 28,000.00**	**$ 909.26**	**$ 10,959.14**	**$ 17,040.86**	**39.14%**
231-029-590400	Interest Paid	$ 660,385.33	$ 56,631.60	$ 504,117.93	$ 156,267.40	76.34%
231-029-591000	Bond Principal Retired	$ -	$ -	$ -	$ -	0.00%
231-029-591100	Bond Registrar Fees	$ -	$ -	$ 200.00	$ (200.00)	0.00%
231-029-591101	Bond Issuance Costs	$ -	$ -	$ 77,388.00	$ (77,388.00)	0.00%
231-029-591102	Partial Defeasance Genera	$ -	$ -	$ -	$ -	0.00%
231-029-591400	Loan Payments	$ -	$ -	$ -	$ -	0.00%
	Debt Service	**$ 660,385.33**	**$ 56,631.60**	**$ 581,705.93**	**$ 78,679.40**	**88.09%**
231-029-520100	Transfer To General Fund	$ -	$ -	$ 860,000.00	$ (860,000.00)	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ 860,000.00**	**$ (860,000.00)**	**0.00%**
029	**Waste Water**	**$ 6,346,606.49**	**$ 589,747.67**	**$ 3,719,082.45**	**$ 2,627,524.04**	**58.60%**
231-030-499800	Miscellaneous Receipts	$ 5,000.00	$ -	$ 40.00	$ 4,960.00	0.80%
	Other Revenue	**$ 5,000.00**	**$ -**	**$ 40.00**	**$ 4,960.00**	**0.80%**
231-030-511600	Salary: All Personnel	$ 130,200.93	$ 10,324.90	$ 86,508.88	$ 43,692.05	66.44%
231-030-515000	Overtime	$ 15,750.00	$ 611.92	$ 8,994.89	$ 6,755.11	57.11%
231-030-515500	Vacation Pay	$ -	$ -	$ -	$ -	0.00%
231-030-515600	Holiday Pay	$ -	$ -	$ -	$ -	0.00%
231-030-515800	Sick Pay	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-030-517000	Oasdi/city Share 6.2%	$ 9,048.96	$ 658.73	$ 5,756.44	$ 3,292.52	63.61%
231-030-517001	Medicare/city Share 1.45%	$ 2,116.29	$ 154.06	$ 1,343.68	$ 772.61	63.49%
231-030-517401	IMRF	$ 17,032.47	$ 1,276.31	$ 11,145.33	$ 5,887.14	65.44%
231-030-518000	Group Insurance	$ 48,515.85	$ 2,925.82	$ 25,456.14	$ 23,059.71	52.47%
231-030-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
231-030-518300	Workers Comp Insurance	$ 14,416.80	$ -	$ -	$ 14,416.80	0.00%
231-030-559000	Medical Expense/supplies	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 237,081.30**	**$ 15,951.74**	**$ 139,205.36**	**$ 97,875.94**	**58.72%**
231-030-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-030-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
231-030-520400	Postage	$ -	$ -	$ -	$ -	0.00%
231-030-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
231-030-522400	General Supplies	$ 3,600.00	$ 564.84	$ 2,889.23	$ 710.77	80.26%
231-030-529000	Equipment	$ 2,400.00	$ -	$ 4,792.65	$ (2,392.65)	199.69%
231-030-556100	Gasoline/diesel Fuel	$ 2,100.00	$ -	$ -	$ 2,100.00	0.00%
	Supplies & Materials	**$ 8,100.00**	**$ 564.84**	**$ 7,681.88**	**$ 418.12**	**94.84%**
231-030-518100	Liability Insurance Premiums	$ 11,714.00	$ -	$ 25,914.00	$ (14,200.00)	221.22%
231-030-524000	Lease/rental Of Equipment	$ 15,000.00	$ -	$ 16,232.70	$ (1,232.70)	108.22%
231-030-534000	Automotive Expense	$ 6,000.00	$ -	$ 112.66	$ 5,887.34	1.88%
231-030-534400	Equipment Repairs	$ 48,000.00	$ -	$ 11,029.53	$ 36,970.47	22.98%
231-030-536000	Tree Removal / Replacemen	$ -	$ -	$ 1,029.00	$ (1,029.00)	0.00%
231-030-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
231-030-550100	Utilities	$ 20,000.00	$ 1,601.86	$ 11,690.87	$ 8,309.13	58.45%
231-030-550300	Telephone	$ 2,400.00	$ -	$ 583.74	$ 1,816.26	24.32%
231-030-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
231-030-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
231-030-557300	Epa Permits	$ -	$ -	$ -	$ -	0.00%
231-030-560600	Corporate Counsel Fees	$ 12,000.00	$ -	$ -	$ 12,000.00	0.00%
231-030-561200	Engineering Fees	$ 150,000.00	$ -	$ 112,826.01	$ 37,173.99	75.22%
231-030-561300	Testing Fees And Expenses	$ -	$ -	$ -	$ -	0.00%
231-030-564000	Sewer Maintenance/Improvements	$ 120,000.00	$ 4,832.46	$ 38,171.50	$ 81,828.50	31.81%
231-030-569000	Other Contractual Service	$ 70,000.00	$ 27,385.25	$ 161,703.76	$ (91,703.76)	231.01%
231-030-569001	Street Maintenance	$ -	$ -	$ -	$ -	0.00%
231-030-569020	Contract Sewer Operation	$ 70,000.00	$ -	$ -	$ 70,000.00	0.00%
231-030-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 525,114.00**	**$ 33,819.57**	**$ 379,293.77**	**$ 145,820.23**	**72.23%**
231-030-580200	Purchase Of Property	$ -	$ -	$ 331.80	$ (331.80)	0.00%
231-030-580400	Building Purchase/Construction	$ -	$ -	$ -	$ -	0.00%
231-030-580401	Building Repair	$ -	$ -	$ -	$ -	0.00%
231-030-580600	Sewer Construction	$ -	$ -	$ 4,500.00	$ (4,500.00)	0.00%
231-030-580601	Sewer Repair	$ -	$ -	$ -	$ -	0.00%
231-030-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
231-030-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
231-030-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ 4,831.80**	**$ (4,831.80)**	**0.00%**
231-030-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
231-030-551000	Printing And Publications	$ -	$ 71.76	$ 71.76	$ (71.76)	0.00%
231-030-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
231-030-557310	Railroad Permit Fee	$ -	$ -	$ 1,275.00	$ (1,275.00)	0.00%
231-030-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-030-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
231-030-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
231-030-599902	Amortization Expense	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ 71.76**	**$ 1,346.76**	**$ (1,346.76)**	**0.00%**
231-030-590400	Interest Paid	$ 20,057.92	$ -	$ 11,557.92	$ 8,500.00	57.62%
	Debt Service	**$ 20,057.92**	**$ -**	**$ 11,557.92**	**$ 8,500.00**	**57.62%**
231-030-520100	Transfer To General Fund	$ 860,000.00	$ -	$ -	$ 860,000.00	0.00%
231-030-520445	Transfer To Capital Proje	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ 860,000.00**	**$ -**	**$ -**	**$ 860,000.00**	**0.00%**
030	**Sanitary Sewer**	**$ (1,645,353.22)**	**$ (50,407.91)**	**$ (543,877.49)**	**$ (1,101,475.73)**	**33.06%**
231-031-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-031-511600	Salary: All Personnel	$ 481,181.06	$ 31,504.14	$ 311,475.08	$ 169,705.98	64.73%
231-031-515000	Overtime	$ 2,500.00	$ -	$ -	$ 2,500.00	0.00%
231-031-515500	Vacation Pay	$ -	$ 2,297.07	$ 29,782.10	$ (29,782.10)	0.00%
231-031-515600	Holiday Pay	$ -	$ 3,133.04	$ 17,009.68	$ (17,009.68)	0.00%
231-031-515800	Sick Pay	$ -	$ 1,126.28	$ 6,949.43	$ (6,949.43)	0.00%
231-031-515900	Compensated Absences	$ -	$ -	$ -	$ -	0.00%
231-031-516700	Wellness Program	$ 1,900.00	$ -	$ -	$ 1,900.00	0.00%
231-031-517000	Oasdi/city Share 6.2%	$ 30,161.83	$ 2,299.52	$ 22,095.59	$ 8,066.24	73.26%
231-031-517001	Medicare/city Share 1.45%	$ 7,013.38	$ 537.71	$ 5,167.56	$ 1,845.82	73.68%
231-031-517401	IMRF	$ 56,772.34	$ 4,426.95	$ 42,554.05	$ 14,218.29	74.96%
231-031-518000	Group Insurance	$ 127,179.76	$ 8,035.14	$ 72,712.77	$ 54,466.99	57.17%
231-031-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
231-031-518300	Workers Comp Insurance	$ 2,401.37	$ -	$ 14,610.09	$ (12,208.72)	608.41%
231-031-554300	Uniforms And Tools	$ 1,500.00	$ -	$ 1,065.60	$ 434.40	71.04%
231-031-559000	Medical Expense/supplies	$ 150.00	$ -	$ -	$ 150.00	0.00%
	Personnel	**$ 710,759.74**	**$ 53,359.85**	**$ 523,421.95**	**$ 187,337.79**	**73.64%**
231-031-519000	Training And Education	$ 3,000.00	$ -	$ 90.00	$ 2,910.00	3.00%
	Training & Education	**$ 3,000.00**	**$ -**	**$ 90.00**	**$ 2,910.00**	**3.00%**
231-031-520200	Office Supplies	$ 200.00	$ -	$ -	$ 200.00	0.00%
231-031-520400	Postage	$ 100.00	$ -	$ -	$ 100.00	0.00%
231-031-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
231-031-522200	Chemical Supplies	$ 99,000.00	$ 7,339.93	$ 44,366.42	$ 54,633.58	44.81%
231-031-522400	General Supplies	$ 6,000.00	$ 100.13	$ 5,165.42	$ 834.58	86.09%
231-031-522600	Machine Lubricant & Oil	$ 4,000.00	$ -	$ -	$ 4,000.00	0.00%
231-031-529000	Equipment	$ 2,000.00	$ 149.99	$ 13,981.60	$ (11,981.60)	699.08%
231-031-535000	Material And Hauling	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
231-031-556100	Gasoline/diesel Fuel	$ 4,200.00	$ 85.00	$ 1,209.00	$ 2,991.00	28.79%
231-031-580401	Building Repairs	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
	Supplies & Materials	**$ 121,500.00**	**$ 7,675.05**	**$ 64,722.44**	**$ 56,777.56**	**53.27%**
231-031-518100	Liability Insurance Premiums	$ 234.00	$ -	$ 11,507.00	$ (11,273.00)	4917.52%
231-031-524000	Lease/rental Of Equipment	$ 2,000.00	$ -	$ 56.10	$ 1,943.90	2.81%
231-031-534000	Automotive Expense	$ 7,000.00	$ 145.96	$ 7,345.33	$ (345.33)	104.93%
231-031-534200	Buildings And Grounds Rep	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
231-031-534400	Equipment Repairs	$ 45,000.00	$ 4,149.80	$ 39,223.48	$ 5,776.52	87.16%
231-031-536000	Tree removal, trim	$ -	$ -	$ -	$ -	0.00%
231-031-536300	Snow Removal - Salt	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-031-536400	Sludge Removal	$ 102,000.00	$ 6,165.05	$ 67,028.79	$ 34,971.21	65.71%
231-031-538000	Maintenance Agreements	$ 11,150.00	$ -	$ 10,947.50	$ 202.50	98.18%
231-031-550100	Utilities	$ 200,000.00	$ 28,093.69	$ 127,228.54	$ 72,771.46	63.61%
231-031-550300	Telephone	$ 4,800.00	$ 585.57	$ 2,215.47	$ 2,584.53	46.16%
231-031-551600	Dues And Subscriptions	$ 250.00	$ -	$ -	$ 250.00	0.00%
231-031-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
231-031-557300	Epa Permits	$ 38,000.00	$ -	$ 53,000.00	$ (15,000.00)	139.47%
231-031-560100	Auditing Fees	$ 2,500.00	$ 4,494.36	$ 4,494.36	$ (1,994.36)	179.77%
231-031-560600	Corporate Counsel Fees	$ -	$ -	$ 2,340.00	$ (2,340.00)	0.00%
231-031-561000	Attorney Fees	$ -	$ -	$ -	$ -	0.00%
231-031-561200	Engineering Fees	$ 15,000.00	$ -	$ -	$ 15,000.00	0.00%
231-031-561300	Testing Fees And Expenses	$ 70,750.00	$ 6,066.25	$ 45,345.91	$ 25,404.09	64.09%
231-031-566600	Pest Control	$ 2,700.00	$ 215.00	$ 1,505.00	$ 1,195.00	55.74%
231-031-569000	Other Contractual Service	$ 33,000.00	$ 2,607.11	$ 27,279.47	$ 5,720.53	82.67%
231-031-599801	Computer Software	$ 6,000.00	$ 495.00	$ 3,961.19	$ 2,038.81	66.02%
	Contractual Services	**$ 545,384.00**	**$ 53,017.79**	**$ 403,478.14**	**$ 141,905.86**	**73.98%**
231-031-580400	Building Purchase/Construction	$ -	$ -	$ -	$ -	0.00%
231-031-580500	Road construction	$ -	$ -	$ -	$ -	0.00%
231-031-587000	Machinery And Equipment	$ 20,000.00	$ -	$ -	$ 20,000.00	0.00%
231-031-587500	Vehicles	$ 12,000.00	$ -	$ -	$ 12,000.00	0.00%
	Capital Outlay	**$ 32,000.00**	**$ -**	**$ -**	**$ 32,000.00**	**0.00%**
231-031-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
231-031-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
231-031-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
231-031-557200	License And Inspection Fees	$ 400.00	$ -	$ 646.65	$ (246.65)	161.66%
231-031-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
231-031-599700	Fixed Asset Disposal	$ -	$ -	$ -	$ -	0.00%
231-031-599802	Computer Hardware	$ 1,500.00	$ -	$ -	$ 1,500.00	0.00%
231-031-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 1,900.00**	**$ -**	**$ 646.65**	**$ 1,253.35**	**34.03%**
231-031-520100	Transfer To General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
031	**Wastewater Treatment Plant**	**$ (1,414,543.74)**	**$ (114,052.69)**	**$ (992,359.18)**	**$ (422,184.56)**	**70.15%**
231-033-428000	Erosion Control	$ -	$ -	$ -	$ -	0.00%
231-033-459100	Basic Service Fees	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-033-414002	Impound Fees	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-033-492100	Loan Proceeds	$ -	$ -	$ -	$ -	0.00%
231-033-499800	Miscellaneous Revenue	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-033-440100	Transfer from General Fund	$ -	$ -	$ -	$ -	0.00%
231-033-440445	Transfer From Capital Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
231-033-511600	Salary: All Personnel	$ 172,102.26	$ 2,953.39	$ 128,817.29	$ 43,284.97	74.85%
231-033-515000	Overtime	$ 27,546.88	$ -	$ 17,109.54	$ 10,437.34	62.11%
231-033-515500	Vacation Pay	$ -	$ 39.96	$ 3,437.33	$ (3,437.33)	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-033-515600	Holiday Pay	$ -	$ 208.16	$ 1,178.87	$ (1,178.87)	0.00%
231-033-515800	Sick Pay	$ -	$ 194.30	$ 488.18	$ (488.18)	0.00%
231-033-517000	Oasdi/city Share 6.2%	$ 12,378.25	$ 203.04	$ 9,167.65	$ 3,210.60	74.06%
231-033-517001	Medicare/city Share 1.45%	$ 2,894.91	$ 47.33	$ 2,135.43	$ 759.48	73.76%
231-033-517401	IMRF	$ 23,299.05	$ 379.77	$ 17,568.56	$ 5,730.49	75.40%
231-033-518000	Group Insurance	$ 27,594.28	$ 755.91	$ 33,143.94	$ (5,549.66)	120.11%
231-033-518300	Workers Comp Insurance	$ 1,309.00	$ -	$ -	$ 1,309.00	0.00%
	Personnel	**$ 267,124.63**	**$ 4,781.86**	**$ 213,046.79**	**$ 54,077.84**	**79.76%**
231-033-519000	Training And Education	$ 200.00	$ -	$ -	$ 200.00	0.00%
	Training & Education	**$ 200.00**	**$ -**	**$ -**	**$ 200.00**	**0.00%**
231-033-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
231-033-520400	Postage	$ -	$ -	$ -	$ -	0.00%
231-033-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
231-033-522400	General Supplies	$ 600.00	$ -	$ 958.23	$ (358.23)	159.71%
231-033-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
231-033-535000	Material And Hauling	$ 5,000.00	$ -	$ 388.74	$ 4,611.26	7.77%
231-033-556100	Gasoline/diesel Fuel	$ 1,500.00	$ -	$ -	$ 1,500.00	0.00%
	Supplies & Materials	**$ 7,100.00**	**$ -**	**$ 1,346.97**	**$ 5,753.03**	**18.97%**
231-033-518100	Liability Insurance Premiums	$ -	$ -	$ -	$ -	0.00%
231-033-524000	Lease/rental Of Equipment	$ -	$ -	$ 1,450.00	$ (1,450.00)	0.00%
231-033-534000	Automotive Expense	$ 15,000.00	$ 1,519.85	$ 16,908.33	$ (1,908.33)	112.72%
231-033-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
231-033-555000	Radio Expense	$ -	$ -	$ 230.30	$ (230.30)	0.00%
231-033-557300	Epa Permits	$ 1,000.00	$ -	$ 1,000.00	$ -	100.00%
231-033-560600	Corporate Counsel Fees	$ -	$ -	$ 340.00	$ (340.00)	0.00%
231-033-560701	Il-amer Ww Billing Charge	$ -	$ -	$ -	$ -	0.00%
231-033-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
231-033-561300	Lab testing fees	$ -	$ -	$ -	$ -	0.00%
231-033-564100	Drainage Improvements	$ -	$ 986.25	$ 35,095.98	$ (35,095.98)	0.00%
231-033-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
231-033-585400	Drainage District Assessm	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 16,000.00**	**$ 2,506.10**	**$ 55,024.61**	**$ (39,024.61)**	**343.90%**
231-033-580200	Land Purchase	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
231-033-580600	Sewer Construction	$ -	$ -	$ -	$ -	0.00%
231-033-580601	Sewer Repair	$ -	$ -	$ -	$ -	0.00%
231-033-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
231-033-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
231-033-599998	Capital Set Aside	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ 5,000.00**	**$ -**	**$ -**	**$ 5,000.00**	**0.00%**
231-033-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
231-033-550100	Utilities	$ 2,000.00	$ -	$ -	$ 2,000.00	0.00%
231-033-551000	Printing and Publications	$ -	$ -	$ -	$ -	0.00%
231-033-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
231-033-593300	lien filing & release fees	$ -	$ -	$ -	$ -	0.00%
231-033-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
231-033-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
231-033-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 2,000.00**	**$ -**	**$ -**	**$ 2,000.00**	**0.00%**
231-033-590400	Interest Paid	$ 19,200.00	$ 1,410.22	$ 13,665.38	$ 5,534.62	71.17%
231-033-591400	Loan payments	$ -	$ 16,268.27	$ 145,441.03	$ (145,441.03)	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Debt Service	**$ 19,200.00**	**$ 17,678.49**	**$ 159,106.41**	**$ (139,906.41)**	**828.68%**
231-033-520100	Transfer To General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
033	**Storm Water**	**$ (316,624.63)**	**$ (24,966.45)**	**$ (428,524.78)**	**$ 111,900.15**	**135.34%**
231	**Sewerage**	**$ 2,970,084.90**	**$ 400,320.62**	**$ 1,754,321.00**	**$ 1,215,763.90**	**59.07%**
240	**Motor Fuel**					
240-240-414000	Illinois Motor Fuel Tax	$ 1,121,152.00	$ 113,179.11	$ 811,895.80	$ 309,256.20	72.42%
	Taxes	**$ 1,121,152.00**	**$ 113,179.11**	**$ 811,895.80**	**$ 309,256.20**	**72.42%**
240-240-435200	Traffic Lgt Maint Reimb	$ -	$ -	$ -	$ -	0.00%
240-240-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
240-240-442600	State Grants	$ -	$ -	$ 439,741.59	$ (439,741.59)	0.00%
	Intergovernmental	**$ -**	**$ -**	**$ 439,741.59**	**$ (439,741.59)**	**0.00%**
240-240-455001	Franchise Fee - Cilco	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
240-240-463500	Late Payment Penalty	$ -	$ -	$ -	$ -	0.00%
240-240-463600	Interest Charges	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
240-240-490100	Interest Earnings	$ 45,000.00	$ 188.34	$ 12,612.24	$ 32,387.76	28.03%
240-240-490200	Gain On Securities Sold	$ -	$ -	$ -	$ -	0.00%
240-240-491900	Incr/decr Investment Valu	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ 45,000.00**	**$ 188.34**	**$ 12,612.24**	**$ 32,387.76**	**28.03%**
240-240-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
240-240-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
240-240-440261	Transfer From Hud	$ -	$ -	$ -	$ -	0.00%
240-240-440445	Transfer from Capital	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
240-240-511600	Salary: All Personnel	$ 50,000.00	$ -	$ -	$ 50,000.00	0.00%
240-240-515500	Vacation Pay	$ -	$ -	$ -	$ -	0.00%
240-240-515600	Holiday Pay	$ -	$ -	$ -	$ -	0.00%
240-240-515800	Sick Pay	$ -	$ -	$ -	$ -	0.00%
240-240-517000	Oasdi/city Share 6.2%	$ 3,100.00	$ -	$ -	$ 3,100.00	0.00%
240-240-517001	Medicare/city Share 1.45%	$ 725.00	$ -	$ -	$ 725.00	0.00%
240-240-517401	IMRF	$ -	$ -	$ -	$ -	0.00%
240-240-518300	Workers Comp Insurance	$ 482.00	$ -	$ -	$ 482.00	0.00%
	Personnel	**$ 54,307.00**	**$ -**	**$ -**	**$ 54,307.00**	**0.00%**
240-240-522400	General Supplies	$ -	$ -	$ -	$ -	0.00%
240-240-523000	Traffic/Street Signs & Marking	$ -	$ -	$ -	$ -	0.00%
240-240-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
240-240-535000	Material And Hauling	$ 50,000.00	$ -	$ 13,501.40	$ 36,498.60	27.00%
	Supplies & Materials	**$ 50,000.00**	**$ -**	**$ 13,501.40**	**$ 36,498.60**	**27.00%**
240-240-532000	Electronic Equipment Main	$ -	$ -	$ -	$ -	0.00%
240-240-534900	Sidewalk Renovation	$ 400,000.00	$ 57,250.04	$ 309,020.05	$ 90,979.95	77.26%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
240-240-536000	Tree Removal / Replacemen	$ -	$ -	$ -	$ -	0.00%
240-240-536300	Snow Removal - Salt & Chemical	$ 240,000.00	$ -	$ 68,572.05	$ 171,427.95	28.57%
240-240-550500	Electricity For Street Lights	$ 135,000.00	$ 4,870.80	$ 83,100.35	$ 51,899.65	61.56%
240-240-550600	Electricity For Signal Lights	$ 11,000.00	$ 1,330.33	$ 10,967.48	$ 32.52	99.70%
240-240-561200	Engineering Fees	$ 75,000.00	$ -	$ 72,394.12	$ 2,605.88	96.53%
240-240-561300	Testing Fees And Expenses	$ -	$ -	$ -	$ -	0.00%
240-240-561301	Testing - Street Maintenance	$ -	$ -	$ -	$ -	0.00%
240-240-563000	Contract Construction	$ -	$ -	$ -	$ -	0.00%
240-240-564100	Drainage Improvements	$ -	$ -	$ -	$ -	0.00%
240-240-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
240-240-569001	Street Maintenance	$ 668,000.00	$ -	$ 600,175.10	$ 67,824.90	89.85%
	Contractual Services	**$ 1,529,000.00**	**$ 63,451.17**	**$ 1,144,229.15**	**$ 384,770.85**	**74.84%**
240-240-580200	Purchase Of Property	$ -	$ -	$ -	$ -	0.00%
240-240-580500	Street Construction	$ -	$ -	$ -	$ -	0.00%
240-240-580501	Street Major Repair	$ 1,120,000.00	$ -	$ 775,217.90	$ 344,782.10	69.22%
	Capital Outlay	**$ 1,120,000.00**	**$ -**	**$ 775,217.90**	**$ 344,782.10**	**69.22%**
240-240-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
240-240-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
240-240-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
240-240-520100	Transfer To General Fund	$ -	$ -	$ -	$ -	0.00%
240-240-520445	Transfer To Capital Proje	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
240	**Motor Fuel**	**$ (1,587,155.00)**	**$ 49,916.28**	**$ (668,698.82)**	**$ (918,456.18)**	**42.13%**
261	**HUD**					
261-261-511600	Salary: All Personnel	$ -	$ -	$ -	$ -	0.00%
261-261-515600	Holiday Pay	$ -	$ -	$ -	$ -	0.00%
261-261-515800	Sick Pay	$ -	$ -	$ -	$ -	0.00%
261-261-517000	Oasdi/city Share 6.2%	$ -	$ -	$ -	$ -	0.00%
261-261-517001	Medicare/city Share 1.45%	$ -	$ -	$ -	$ -	0.00%
261-261-517401	IMRF	$ -	$ -	$ (1,778.78)	$ 1,778.78	0.00%
261-261-518000	Group Insurance	$ -	$ -	$ 1,778.78	$ (1,778.78)	0.00%
	Personnel	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261	**Hud Administration**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-263-490101	Loan Interest	$ -	$ -	$ 145.65	$ (145.65)	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ 145.65**	**$ (145.65)**	**0.00%**
263	**Hud Rehab**	**$ -**	**$ -**	**$ 145.65**	**$ (145.65)**	**0.00%**
261-317-446100	Grant Income	$ 44,223.00	$ -	$ 49,769.53	$ (5,546.53)	112.54%
261-317-446200	Program Income	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ 44,223.00**	**$ -**	**$ 49,769.53**	**$ (5,546.53)**	**112.54%**
261-317-490100	Interest Earnings	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-317-498900	Non Sufficient Funds Fee	$ -	$ -	$ -	$ -	0.00%
261-317-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
261-317-499802	Cash Over/Short	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-317-511000	Rehab Activity & Delivery	$ -	$ -	$ -	$ -	0.00%
261-317-511100	Demolition Activity & Delivery	$ -	$ -	$ -	$ -	0.00%
261-317-511200	Public Serv Activity/Delivery	$ -	$ -	$ 31,349.00	$ (31,349.00)	0.00%
261-317-511300	Public Facilities & Infra	$ -	$ -	$ -	$ -	0.00%
261-317-511400	Fire Prevent Activity/Delivery	$ -	$ -	$ -	$ -	0.00%
261-317-511500	Econ Development Assist	$ 44,223.00	$ -	$ -	$ 44,223.00	0.00%
	Contractual Services	**$ 44,223.00**	**$ -**	**$ 31,349.00**	**$ 12,874.00**	**70.89%**
317	**Department**	**$ -**	**$ -**	**$ 18,420.53**	**$ (18,420.53)**	**0.00%**
261-318-446100	Grant Income	$ 56,460.00	$ -	$ 3,087.16	$ 53,372.84	5.47%
261-318-446200	Countable Program Income	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ 56,460.00**	**$ -**	**$ 3,087.16**	**$ 53,372.84**	**5.47%**
261-318-498900	Non Sufficient Funds Fees	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-318-490100	Revolving Loan Interest	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-318-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
261-318-499802	Cash Short & Over	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-318-511000	Rehab Activity & Delivery	$ -	$ -	$ -	$ -	0.00%
261-318-511100	Demolition Activity & Delivery	$ -	$ -	$ -	$ -	0.00%
261-318-511200	Public Serv Activity/Delivery	$ -	$ -	$ 3,087.16	$ (3,087.16)	0.00%
261-318-511300	Public Facilities & Infra	$ -	$ -	$ -	$ -	0.00%
261-318-511400	Fire Prevent Activity/Delivery	$ -	$ -	$ -	$ -	0.00%
261-318-511500	Econ Development Assist	$ 56,460.00	$ -	$ -	$ 56,460.00	0.00%
	Contractual Services	**$ 56,460.00**	**$ -**	**$ 3,087.16**	**$ 53,372.84**	**5.47%**
318	**Department**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-319-446100	Grant Income	$ 662,008.00	$ -	$ -	$ 662,008.00	0.00%
261-319-446200	Countable Program Income	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ 662,008.00**	**$ -**	**$ -**	**$ 662,008.00**	**0.00%**
261-319-498900	Non Sufficient Funds Fees	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-319-490100	Revolving Loan Interest	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-319-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
261-319-499802	Cash Short & Over	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-319-511000	Rehab Activity & Delivery	$ 25,000.00	$ -	$ -	$ 25,000.00	0.00%
261-319-511100	Demo Activity & Delivery	$ -	$ -	$ -	$ -	0.00%
261-319-511200	Public Serv Activity/Delivery	$ -	$ -	$ -	$ -	0.00%
261-319-511300	Public Facilities & Infra	$ -	$ -	$ -	$ -	0.00%
261-319-511400	Fire Prevent Activity/Delivery	$ -	$ -	$ -	$ -	0.00%
261-319-511500	Econ Development Assist	$ 637,008.00	$ 18,300.00	$ 145,843.68	$ 491,164.32	22.90%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-319-560100	Auditing Fees	$ -	$ 4,369.51	$ 4,369.51	$ (4,369.51)	0.00%
	Contractual Services	**$ 662,008.00**	**$ 22,669.51**	**$ 150,213.19**	**$ 511,794.81**	**22.69%**
261-319-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
319	**Department**	**$ -**	**$ (22,669.51)**	**$ (150,213.19)**	**$ 150,213.19**	**0.00%**
261-320-446100	Grant Income	$ 422,197.00	$ 19,375.62	$ 60,713.00	$ 361,484.00	14.38%
261-320-446200	Countable Program Income	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ 422,197.00**	**$ 19,375.62**	**$ 60,713.00**	**$ 361,484.00**	**14.38%**
261-320-490100	Revolving Loan Interest	$ 1,455.00	$ -	$ -	$ 1,455.00	0.00%
261-320-498900	Non Sufficient Funds Fees	$ -	$ -	$ -	$ -	0.00%
	Fees/Charges For Service	**$ 1,455.00**	**$ -**	**$ -**	**$ 1,455.00**	**0.00%**
261-320-490101	Loan Interest	$ -	$ 17.96	$ 17.96	$ (17.96)	0.00%
	Investment Earnings	**$ -**	**$ 17.96**	**$ 17.96**	**$ (17.96)**	**0.00%**
261-320-499800	Miscellaneous Receipts	$ 8,500.00	$ -	$ -	$ 8,500.00	0.00%
261-320-499802	Cash Short & Over	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ 8,500.00**	**$ -**	**$ -**	**$ 8,500.00**	**0.00%**
261-320-511600	Salary: All Personnel	$ 59,327.00	$ 6,009.86	$ 47,341.79	$ 11,985.21	79.80%
261-320-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
261-320-515500	Vacation Pay	$ -	$ -	$ 1,211.55	$ (1,211.55)	0.00%
261-320-515600	Holiday Pay	$ -	$ 541.46	$ 2,479.94	$ (2,479.94)	0.00%
261-320-515800	Sick Pay	$ -	$ -	$ 302.88	$ (302.88)	0.00%
261-320-517000	OASDI - City Share 6.2%	$ 3,565.00	$ 400.26	$ 3,126.96	$ 438.04	87.71%
261-320-517001	Medicare - City Share 1.45%	$ 834.00	$ 93.60	$ 731.35	$ 102.65	87.69%
261-320-517401	IMRF	$ 2,588.00	$ 631.88	$ 5,858.32	$ (3,270.32)	226.36%
261-320-518000	Group Insurance	$ 18,525.00	$ 773.40	$ 6,639.38	$ 11,885.62	35.84%
261-320-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
261-320-518300	Workers Compensation Insurance	$ 1,416.00	$ -	$ -	$ 1,416.00	0.00%
	Personnel	**$ 86,255.00**	**$ 8,450.46**	**$ 67,692.17**	**$ 18,562.83**	**78.48%**
261-320-519000	Staff Training & Education	$ 1,500.00	$ 2,914.56	$ 2,914.56	$ (1,414.56)	194.30%
	Training & Education	**$ 1,500.00**	**$ 2,914.56**	**$ 2,914.56**	**$ (1,414.56)**	**194.30%**
261-320-520200	Office Supplies	$ 500.00	$ -	$ -	$ 500.00	0.00%
261-320-520400	Postage	$ 500.00	$ 0.51	$ 38.51	$ 461.49	7.70%
261-320-556100	Gasoline/Diesel Fuel	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 1,000.00**	**$ 0.51**	**$ 38.51**	**$ 961.49**	**3.85%**
261-320-511000	Rehab Activity & Delivery	$ -	$ -	$ -	$ -	0.00%
261-320-511100	Demo Activity & Delivery	$ -	$ -	$ -	$ -	0.00%
261-320-511200	Public Serv Activity/Delivery	$ 55,000.00	$ -	$ -	$ 55,000.00	0.00%
261-320-511300	Public Facilities & Infra	$ -	$ -	$ -	$ -	0.00%
261-320-511400	Fire Prevent Activity/Delivery	$ -	$ -	$ -	$ -	0.00%
261-320-511500	Econ Development Assist	$ 273,077.00	$ -	$ (1,800.00)	$ 274,877.00	-0.66%
261-320-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
261-320-550300	Telephone	$ 900.00	$ -	$ -	$ 900.00	0.00%
261-320-551600	Professional Dues/Subsciptions	$ 1,000.00	$ -	$ 550.00	$ 450.00	55.00%
261-320-559900	Provision For Bad Debts	$ -	$ -	$ -	$ -	0.00%
261-320-560100	Auditing Fees	$ -	$ -	$ -	$ -	0.00%
261-320-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-320-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
261-320-561000	Legal Fees	$ -	$ -	$ 1,340.00	$ (1,340.00)	0.00%
	Contractual Services	**$ 329,977.00**	**$ -**	**$ 90.00**	**$ 329,887.00**	**0.03%**
261-320-587100	Office Equip & Furniture	$ -	$ -	$ -	$ -	0.00%
261-320-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
261-320-518700	Mileage	$ -	$ -	$ 139.66	$ (139.66)	0.00%
261-320-551000	Printing & Publication	$ 500.00	$ -	$ 366.00	$ 134.00	73.20%
261-320-554200	Meals & Lodging	$ -	$ -	$ -	$ -	0.00%
261-320-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
261-320-599000	Miscellaneous Expenses	$ 10,000.00	$ -	$ -	$ 10,000.00	0.00%
261-320-599801	Computer Software	$ -	$ -	$ 3,900.00	$ (3,900.00)	0.00%
261-320-599802	Computer Hardware	$ 2,921.00	$ -	$ -	$ 2,921.00	0.00%
	Other Expenditures	**$ 13,421.00**	**$ -**	**$ 4,405.66**	**$ 9,015.34**	**32.83%**
320	**Department**	**$ -**	**$ 8,028.05**	**$ (14,409.94)**	**$ 14,408.94**	**1440994.00%**
261	**HUD**	**$ -**	**$ (14,641.46)**	**$ (146,056.95)**	**$ 146,055.95**	**14605695.00%**
270	**TIF CBD**					
270-270-410100	Real Estate Tax	$ 520,391.00	$ -	$ 518,313.01	$ 2,077.99	99.60%
270-270-411001	Tif Sales Tax/city	$ -	$ -	$ -	$ -	0.00%
270-270-411002	Tif Tax Allocation / State	$ -	$ -	$ -	$ -	0.00%
	Taxes	**$ 520,391.00**	**$ -**	**$ 518,313.01**	**$ 2,077.99**	**99.60%**
270-270-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
270-270-442800	Park Reimbursements	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
270-270-490100	Interest Earnings	$ 35,000.00	$ 869.84	$ 19,833.39	$ 15,166.61	56.67%
270-270-491900	Incr/decr Investment Valu	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ 35,000.00**	**$ 869.84**	**$ 19,833.39**	**$ 15,166.61**	**56.67%**
270-270-491000	Rental Of Municipal Property	$ -	$ -	$ -	$ -	0.00%
270-270-491300	Prorated Re Tax/city Prop	$ -	$ -	$ -	$ -	0.00%
270-270-491500	Sale Of Municipal Propert	$ -	$ -	$ -	$ -	0.00%
270-270-498700	Farmer's Market	$ -	$ -	$ -	$ -	0.00%
270-270-499800	Miscellaneous Receipts	$ -	$ -	$ 1,489.25	$ (1,489.25)	0.00%
	Other Revenue	**$ -**	**$ -**	**$ 1,489.25**	**$ (1,489.25)**	**0.00%**
270-270-492000	Bond Proceeds - Principal	$ -	$ -	$ -	$ -	0.00%
	Debt Proceeds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
270-270-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
270-270-440261	Transfer From Hud	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
270-270-511600	Salary: All Personnel	$ 3,386.00	$ 114.82	$ 5,202.23	$ (1,816.23)	153.64%
270-270-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
270-270-515500	Vacation Pay	$ -	$ 4.15	$ 1,351.08	$ (1,351.08)	0.00%
270-270-515600	Holiday Pay	$ -	$ 13.68	$ 62.73	$ (62.73)	0.00%
270-270-515800	Sick Pay	$ -	$ 4.15	$ 21.79	$ (21.79)	0.00%
270-270-517000	Oasdi/city Share 6.2%	$ 210.00	$ 8.25	$ 406.45	$ (196.45)	193.55%
270-270-517001	Medicare/city Share 1.45%	$ 49.00	$ 1.99	$ 95.19	$ (46.19)	194.27%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
270-270-517400	Imrf	$ 395.00	$ 15.90	$ 537.98	$ (142.98)	136.20%
270-270-517401	IMRF	$ -	$ -	$ -	$ -	0.00%
270-270-518000	Group Insurance	$ 500.00	$ 27.90	$ 516.67	$ (16.67)	103.33%
270-270-518300	Workers Comp Insurance	$ 34.00	$ -	$ -	$ 34.00	0.00%
	Personnel	**$ 4,574.00**	**$ 190.84**	**$ 8,194.12**	**$ (3,620.12)**	**179.15%**
270-270-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
270-270-520400	Postage	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
270-270-518100	Liability Insurance Premiums	$ -	$ -	$ -	$ -	0.00%
270-270-535200	Parking Lot Maintenance	$ -	$ -	$ -	$ -	0.00%
270-270-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
270-270-557300	Epa Permits	$ -	$ -	$ -	$ -	0.00%
270-270-560100	Auditing Fees	$ 750.00	$ 2,590.50	$ 2,590.50	$ (1,840.50)	345.40%
270-270-560500	Consulting Services	$ 161,000.00	$ 7,440.00	$ 133,858.62	$ 27,141.38	83.14%
270-270-560600	Corporate Counsel Fees	$ -	$ -	$ 1,007.30	$ (1,007.30)	0.00%
270-270-561000	Legal Fees	$ -	$ -	$ 2,297.15	$ (2,297.15)	0.00%
270-270-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
270-270-562500	Demolition	$ -	$ -	$ -	$ -	0.00%
270-270-562501	Asbestos Removal	$ -	$ -	$ -	$ -	0.00%
270-270-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
270-270-569001	Street Maintenance	$ -	$ -	$ -	$ -	0.00%
270-270-583000	Tif Facade Grant/Loan	$ -	$ -	$ -	$ -	0.00%
270-270-583100	Tif Inerior Loan	$ -	$ -	$ -	$ -	0.00%
270-270-591200	Developer Agreement Payment	$ 651,238.00	$ 30,000.00	$ 286,420.79	$ 364,817.21	43.98%
	Contractual Services	**$ 812,988.00**	**$ 40,030.50**	**$ 426,174.36**	**$ 386,813.64**	**52.42%**
270-270-580200	Purchase Of Property	$ -	$ -	$ 4,240.00	$ (4,240.00)	0.00%
270-270-580201	Land Improvements	$ -	$ -	$ -	$ -	0.00%
270-270-580400	Building Purchase/constru	$ -	$ -	$ -	$ -	0.00%
270-270-580500	Street Construction	$ -	$ -	$ -	$ -	0.00%
270-270-580600	Sewer Construction	$ -	$ -	$ -	$ -	0.00%
270-270-584000	Construction	$ -	$ -	$ -	$ -	0.00%
270-270-584009	General Public Improvements	$ 100,000.00	$ 69,697.65	$ 111,184.97	$ (11,184.97)	111.18%
270-270-599998	Capital Set Aside	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ 100,000.00**	**$ 69,697.65**	**$ 115,424.97**	**$ (15,424.97)**	**115.42%**
270-270-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
270-270-522400	General Supplies	$ -	$ -	$ -	$ -	0.00%
270-270-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
270-270-551000	Printing And Publications	$ -	$ -	$ 9,045.00	$ (9,045.00)	0.00%
270-270-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
270-270-559800	Loan Forgiveness	$ -	$ -	$ -	$ -	0.00%
270-270-565300	School Distr Tax Reimbursement	$ 121,916.00	$ -	$ -	$ 121,916.00	0.00%
270-270-573100	Facade Grants	$ -	$ -	$ -	$ -	0.00%
270-270-590300	Real Estate Tax Expense	$ -	$ -	$ -	$ -	0.00%
270-270-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
270-270-598500	Farmer's Market Expense	$ -	$ -	$ -	$ -	0.00%
270-270-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
270-270-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
270-270-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 121,916.00**	**$ -**	**$ 9,045.00**	**$ 112,871.00**	**7.42%**

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
270-270-590400	Interest Paid	$ -	$ -	$ -	$ -	0.00%
270-270-591000	Bond Principal Retired	$ -	$ -	$ -	$ -	0.00%
270-270-591100	Bond Registrar Fees	$ -	$ -	$ -	$ -	0.00%
270-270-591101	Bond Issuance Costs	$ -	$ -	$ -	$ -	0.00%
	Debt Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
270-270-520100	Transfer to General Fund	$ -	$ -	$ -	$ -	0.00%
270-270-520273	Transfer to Tif 3	$ 226,000.00	$ -	$ -	$ 226,000.00	0.00%
270-270-520445	Transfer To Capital Proje	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ 226,000.00**	**$ -**	**$ -**	**$ 226,000.00**	**0.00%**
270-270-580601	Sewer Repair & Improvements	$ -	$ -	$ -	$ -	0.00%
	Capital Expense	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
270	**TIF CBD**	**$ (710,087.00)**	**$ (109,049.15)**	**$ (19,202.80)**	**$ (690,884.20)**	**2.70%**
273	**Tif SIPCA**					
273-273-410100	Real Estate Tax	$ 90,398.00	$ -	$ 90,411.51	$ (13.51)	100.01%
273-273-411002	Tif Tax Allocation/State	$ -	$ -	$ -	$ -	0.00%
	Taxes	**$ 90,398.00**	**$ -**	**$ 90,411.51**	**$ (13.51)**	**100.01%**
273-273-490100	Interest Earnings	$ 500.00	$ 37.13	$ 523.00	$ (23.00)	104.60%
	Investment Earnings	**$ 500.00**	**$ 37.13**	**$ 523.00**	**$ (23.00)**	**104.60%**
273-273-440270	Transfer from Tif 1	$ 226,000.00	$ -	$ -	$ 226,000.00	0.00%
	Transfers From Other Funds	**$ 226,000.00**	**$ -**	**$ -**	**$ 226,000.00**	**0.00%**
273-273-511600	Salary: All Personnel	$ 3,386.00	$ 114.82	$ 2,161.90	$ 1,224.10	63.85%
273-273-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
273-273-515500	Vacation Pay	$ -	$ 4.15	$ 128.01	$ (128.01)	0.00%
273-273-515600	Holiday Pay	$ -	$ 13.68	$ 62.73	$ (62.73)	0.00%
273-273-515800	Sick Pay	$ -	$ 4.15	$ 25.59	$ (25.59)	0.00%
273-273-517000	Oasdi/city share 6.2%	$ 210.00	$ 8.28	$ 143.88	$ 66.12	68.51%
273-273-517001	Medicare/city share 1.45%	$ 49.00	$ 1.99	$ 33.75	$ 15.25	68.88%
273-273-517400	IMRF	$ 395.00	$ 15.86	$ 277.24	$ 117.76	70.19%
273-273-517401	IMRF	$ -	$ -		$ -	0.00%
273-273-518000	Group Insurance	$ 500.00	$ 27.71	$ 414.76	$ 85.24	82.95%
	Personnel	**$ 4,540.00**	**$ 190.64**	**$ 3,247.86**	**$ 1,292.14**	**71.54%**
273-273-560100	Auditing Fees	$ 650.00	$ 2,590.50	$ 2,590.50	$ (1,940.50)	398.54%
273-273-560500	Consulting Services	$ 37,500.00	$ -	$ 2,130.40	$ 35,369.60	5.68%
273-273-561200	Engineering	$ -	$ -	$ -	$ -	0.00%
273-273-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
273-273-591200	Developer Agreement Payment	$ 15,000.00	$ -	$ 4,098.80	$ 10,901.20	27.33%
	Contractual Services	**$ 53,150.00**	**$ 2,590.50**	**$ 8,819.70**	**$ 44,330.30**	**16.59%**
273-273-584009	General Public Improvements	$ 226,339.00	$ -	$ -	$ 226,339.00	0.00%
	Capital Outlay	**$ 226,339.00**	**$ -**	**$ -**	**$ 226,339.00**	**0.00%**
273-273-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
273-273-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
273-273-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
273-273-560600	Corporate Counsel Fees	$ 7,000.00	$ -	$ 3,197.90	$ 3,802.10	45.68%
273-273-565300	School Dist Tax Reimbursement	$ -	$ -	$ -	$ -	0.00%
273-273-565400	Surplus Declaration	$ 21,696.00	$ -	$ -	$ 21,696.00	0.00%
273-273-590300	Real Estate Tax Expense	$ 1,500.00	$ -	$ 1,851.26	$ (351.26)	123.42%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
273-273-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 30,196.00**	**$ -**	**$ 5,049.16**	**$ 25,146.84**	**16.72%**
273	**Tif SIPCA**	**$ 2,673.00**	**$ (2,744.01)**	**$ 73,817.79**	**$ (71,144.79)**	**2761.61%**
445	**Capital Projects**					
445-041-451800	50 / 50 Sidewalk Project	$ 15,000.00	$ -	$ 11,041.88	$ 3,958.12	73.61%
	Fees/Charges For Service	**$ 15,000.00**	**$ -**	**$ 11,041.88**	**$ 3,958.12**	**73.61%**
445-041-463500	Late Payment Penalties	$ -	$ -	$ 2,049.63	$ (2,049.63)	0.00%
445-041-463600	Interest Charges	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ 2,049.63**	**$ (2,049.63)**	**0.00%**
445-041-490100	Interest Earnings	$ 95,000.00	$ 308.32	$ 11,919.13	$ 83,080.87	12.55%
	Investment Earnings	**$ 95,000.00**	**$ 308.32**	**$ 11,919.13**	**$ 83,080.87**	**12.55%**
445-041-523000	Traffic Street Signs	$ 15,000.00	$ 350.00	$ 10,815.49	$ 4,184.51	72.10%
445-041-529000	Equipment	$ 7,500.00	$ 252.64	$ 7,682.06	$ (182.06)	102.43%
445-041-535200	Parking Lot Maintenance	$ -	$ -	$ -	$ -	0.00%
445-041-580401	Building Repair	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 22,500.00**	**$ 602.64**	**$ 18,497.55**	**$ 4,002.45**	**82.21%**
445-041-532000	Electronic Equipment Main	$ 20,000.00	$ 297.38	$ 6,858.91	$ 13,141.09	34.29%
445-041-534000	Automotive Expense	$ 91,650.00	$ 16,870.48	$ 90,815.95	$ 834.05	99.09%
445-041-534400	Equipment Repairs	$ 91,650.00	$ 14,646.66	$ 43,318.13	$ 48,331.87	47.26%
445-041-534900	Sidewalk Renovations	$ 50,000.00	$ 10,189.65	$ 61,012.11	$ (11,012.11)	122.02%
445-041-560100	Auditing Fees	$ -	$ -	$ -	$ -	0.00%
445-041-569001	Street Maintenance	$ 50,000.00	$ -	$ -	$ 50,000.00	0.00%
	Contractual Services	**$ 303,300.00**	**$ 42,004.17**	**$ 202,005.10**	**$ 101,294.90**	**66.60%**
445-041-591600	Developer Debt Write Off	$ -	$ -	$ -	$ -	0.00%
445-041-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-041-511600	Salary: All Personnel	$ -	$ -	$ -	$ -	0.00%
445-041-515600	Holiday Pay	$ -	$ -	$ -	$ -	0.00%
445-041-517000	Oasdi/city Share 6.2%	$ -	$ -	$ -	$ -	0.00%
445-041-517001	Medicare/city Share 1.45%	$ -	$ -	$ -	$ -	0.00%
445-041-517401	IMRF	$ -	$ -	$ -	$ -	0.00%
445-041-518300	Workers Comp Insurance	$ -	$ -	$ -	$ -	0.00%
445-041-520100	Transfer To General Fund	$ -	$ -	$ -	$ -	0.00%
445-041-520240	Transfer to MFT	$ -	$ -	$ -	$ -	0.00%
445-041-524000	Lease/Rental of Equipment	$ 26,000.00	$ 1,800.88	$ 13,609.22	$ 12,390.78	52.34%
445-041-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
445-041-556100	Gasoline/diesel Fuel	$ -	$ -	$ -	$ -	0.00%
445-041-557300	Epa Permits	$ -	$ -	$ -	$ -	0.00%
445-041-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
445-041-561000	Legal Fees	$ -	$ -	$ -	$ -	0.00%
445-041-561200	Engineering Fees	$ 450,000.00	$ 41,696.13	$ 229,650.01	$ 220,349.99	51.03%
445-041-561300	Testing Fees And Expenses	$ -	$ -	$ -	$ -	0.00%
445-041-563000	Contract Construction	$ -	$ -	$ -	$ -	0.00%
445-041-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
445-041-580200	Purchase Of Property	$ 450,000.00	$ -	$ 36,365.76	$ 413,634.24	8.08%
445-041-580201	Land Improvements	$ -	$ -	$ -	$ -	0.00%
445-041-580500	Street Construction	$ 3,100,000.00	$ -	$ -	$ 3,100,000.00	0.00%
445-041-580501	Street Improvement/Repair	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
445-041-584000	Construction	$ -	$ -	$ -	$ -	0.00%
445-041-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
445-041-590300	Real Estate Tax Expense	$ -	$ -	$ -	$ -	0.00%
445-041-590600	Bank Fees	$ -	$ -	$ -	$ -	0.00%
445-041-591500	Sale of Property	$ -	$ -	$ -	$ -	0.00%
445-041-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
	Capital Expense	**$ 4,026,000.00**	**$ 43,497.01**	**$ 279,624.99**	**$ 3,746,375.01**	**6.95%**
445-041-414001	Local Use Gas Tax	$ 433,500.00	$ 1,473.40	$ 289,862.55	$ 143,637.45	66.87%
445-041-414002	Impound Fees	$ -	$ -	$ -	$ -	0.00%
445-041-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
445-041-440231	Transfer From Sewerage	$ -	$ -	$ -	$ -	0.00%
445-041-440240	Transfer From Motor Fuel	$ -	$ -	$ -	$ -	0.00%
445-041-440270	Transfer From Tif 1	$ -	$ -	$ -	$ -	0.00%
445-041-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
445-041-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
445-041-442700	County Grants	$ -	$ -	$ -	$ -	0.00%
445-041-490800	Developer Agreement Payments	$ -	$ -	$ -	$ -	0.00%
445-041-491000	Rental Of Municipal Prope	$ -	$ -	$ -	$ -	0.00%
445-041-491500	Sale of Property	$ -	$ -	$ -	$ -	0.00%
445-041-491900	Incr/decr Investment Valu	$ -	$ -	$ -	$ -	0.00%
445-041-499800	Miscellaneous Receipts	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
	Capital Revenue	**$ 438,500.00**	**$ 1,473.40**	**$ 289,862.55**	**$ 148,637.45**	**66.10%**
041	**Capital Projects**	**$ (3,803,300.00)**	**$ (84,322.10)**	**$ (185,254.45)**	**$ (3,618,045.55)**	**4.87%**
445-042-587000	Machinery and Equipment	$ -	$ -	$ -	$ -	0.00%
	Capital Expense	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-042-490800	Developer Agreement Payments	$ -	$ -	$ -	$ -	0.00%
445-042-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Capital Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
042	**Velde Drive Project**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-043-580401	Capital Purchases Buildings	$ -	$ -	$ -	$ -	0.00%
445-043-580501	Capital Purchase Street	$ -	$ -	$ -	$ -	0.00%
445-043-585400	Contract Storm Improvements	$ -	$ -	$ -	$ -	0.00%
445-043-587000	Capital Purchase Equipment	$ -	$ -	$ -	$ -	0.00%
445-043-587500	Impound Capital Vehicle Exp	$ -	$ -	$ -	$ -	0.00%
	Capital Expense	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-043-440100	Transfer from General Fund	$ -	$ -	$ -	$ -	0.00%
445-043-464500	Impound Fees TRX to Capital	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-043-535000	Material & Hauling	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-043-524000	Lease/Rental of Equipment	$ -	$ -	$ -	$ -	0.00%
445-043-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
445-043-569000	Other Contractual Services	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-043-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**

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General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
445-043-520231	Transfer to Seweer Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-043-414002	Impound Fees	$ -	$ -	$ 11,569.11	$ (11,569.11)	0.00%
	Capital Revenue	**$ -**	**$ -**	**$ 11,569.11**	**$ (11,569.11)**	**0.00%**
043	**Impound Fees**	**$ -**	**$ -**	**$ 11,569.11**	**$ (11,569.11)**	**0.00%**
445-045-587500	Capital Purchase Vehicles	$ 100,000.00	$ -	$ -	$ 100,000.00	0.00%
	Capital Expense	**$ 100,000.00**	**$ -**	**$ -**	**$ 100,000.00**	**0.00%**
445-045-440100	Transfer from General Fund	$ 12,500.00	$ -	$ -	$ 12,500.00	0.00%
	Transfers From Other Funds	**$ 12,500.00**	**$ -**	**$ -**	**$ 12,500.00**	**0.00%**
445-045-524000	Lease/rental of Equipment	$ -	$ -	$ -	$ -	0.00%
445-045-534200	Buildings & Grounds Maintenanc	$ -	$ -	$ -	$ -	0.00%
445-045-569000	Other Contractual Service	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
445-045-580200	Purchase of Property	$ 25,000.00	$ -	$ -	$ 25,000.00	0.00%
445-045-580201	Land Improvements	$ -	$ -	$ -	$ -	0.00%
445-045-580401	Building Repair	$ 84,200.00	$ -	$ 28,360.86	$ 55,839.14	33.68%
445-045-587000	Machinery and Equipment	$ -	$ -	$ -	$ -	0.00%
445-045-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ 109,200.00**	**$ -**	**$ 28,360.86**	**$ 80,839.14**	**25.97%**
045	**Department**	**$ (196,700.00)**	**$ -**	**$ (28,360.86)**	**$ (168,339.14)**	**14.42%**
445	**Capital Projects**	**$ (4,000,000.00)**	**$ (84,322.10)**	**$ (202,046.20)**	**$ (3,797,953.80)**	**5.05%**
501	**School Bus**					
501-501-450011	District 108 Contract Fa	$ 3,243,000.00	$ 385,565.63	$ 2,644,881.98	$ 598,118.02	81.56%
501-501-450012	Transportation Contract	$ 232,286.00	$ 2,306.30	$ 41,052.14	$ 191,233.86	17.67%
501-501-450013	District 303	$ 1,436,507.00	$ 139,100.37	$ 956,727.32	$ 479,779.68	66.60%
501-501-450020	Bus passes	$ 11,000.00	$ -	$ (447.12)	$ 11,447.12	-4.06%
501-501-450030	Bus Special Charters	$ 210,000.00	$ 535.80	$ 18,687.36	$ 191,312.64	8.90%
501-501-454500	Other Contractual Revenue	$ -	$ 575.00	$ 2,875.00	$ (2,875.00)	0.00%
	Fees/Charges For Service	**$ 5,132,793.00**	**$ 528,083.10**	**$ 3,663,776.68**	**$ 1,469,016.32**	**71.38%**
501-501-494100	City Property Dmg Reimb	$ -	$ -	$ -	$ -	0.00%
	Fines And Forfeitures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
501-501-490100	Interest Earnings	$ 15,000.00	$ 6.70	$ 171.38	$ 14,828.62	1.14%
	Investment Earnings	**$ 15,000.00**	**$ 6.70**	**$ 171.38**	**$ 14,828.62**	**1.14%**
501-501-442900	Other Grant Revenue	$ -	$ -	$ 441,757.00	$ (441,757.00)	0.00%
501-501-495600	Insurance Reimbursements	$ -	$ -	$ -	$ -	0.00%
501-501-499404	Sale of Equipment	$ -	$ -	$ -	$ -	0.00%
501-501-499800	Miscellaneous Receipts	$ 5,000.00	$ 94.36	$ 2,413.36	$ 2,586.64	48.27%
	Other Revenue	**$ 5,000.00**	**$ 94.36**	**$ 444,170.36**	**$ (439,170.36)**	**8883.41%**
501-501-511600	Salary: All Personnel	$ 456,588.00	$ 29,512.46	$ 328,631.66	$ 127,956.34	71.98%
501-501-514600	Wages-PartTime Drivers&Monitor	$ 1,551,603.00	$ 119,932.90	$ 1,373,011.46	$ 178,591.54	88.49%
501-501-515000	Overtime	$ 50,000.00	$ 385.37	$ 7,116.26	$ 42,883.74	14.23%
501-501-515500	Vacation Pay	$ -	$ 5,245.72	$ 27,919.29	$ (27,919.29)	0.00%

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General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
501-501-515600	Holiday Pay	$ 48,626.00	$ 20,301.26	$ 83,737.34	$ (35,111.34)	172.21%
501-501-515800	Sick Pay	$ -	$ 561.59	$ 15,529.05	$ (15,529.05)	0.00%
501-501-515900	On Job Injury School Bus	$ -	$ -	$ -	$ -	0.00%
501-501-515950	Compensated Absences	$ -	$ -	$ -	$ -	0.00%
501-501-516700	Wellness Program	$ -	$ -	$ -	$ -	0.00%
501-501-517000	Oasdi/city Share 6.2%	$ 130,768.00	$ 10,852.52	$ 113,048.17	$ 17,719.83	86.45%
501-501-517001	Medicare/city Share 1.45%	$ 30,583.00	$ 2,538.42	$ 26,497.41	$ 4,085.59	86.64%
501-501-517401	IMRF	$ 115,067.00	$ 7,022.54	$ 75,239.54	$ 39,827.46	65.39%
501-501-518000	Group Insurance	$ 90,571.00	$ 6,548.42	$ 58,350.17	$ 32,220.83	64.42%
501-501-518200	Unemployment Insurance	$ 50,000.00	$ 77,860.41	$ 99,833.73	$ (49,833.73)	199.67%
501-501-518300	Workers Comp Insurance	$ 94,019.00	$ -	$ 82,920.34	$ 11,098.66	88.20%
501-501-554300	Uniforms & Tools	$ 750.00	$ -	$ 694.40	$ 55.60	92.59%
501-501-559000	Medical Expense/supplies	$ 18,000.00	$ (543.00)	$ 15,593.90	$ 2,406.10	86.63%
	Personnel	**$ 2,636,575.00**	**$ 280,218.61**	**$ 2,308,122.72**	**$ 328,452.28**	**87.54%**
501-501-519000	Training And Education	$ 2,100.00	$ -	$ 940.00	$ 1,160.00	44.76%
	Training & Education	**$ 2,100.00**	**$ -**	**$ 940.00**	**$ 1,160.00**	**44.76%**
501-501-520200	Office Supplies	$ 1,600.00	$ 41.96	$ 2,391.93	$ (791.93)	149.50%
501-501-520400	Postage	$ 100.00	$ -	$ 157.00	$ (57.00)	157.00%
501-501-522000	Photographic Supplies	$ -	$ -	$ -	$ -	0.00%
501-501-522400	General Supplies	$ 10,000.00	$ 1,932.58	$ 19,064.30	$ (9,064.30)	190.64%
501-501-529000	Equipment	$ 5,000.00	$ 25.27	$ 8,352.64	$ (3,352.64)	167.05%
501-501-556100	Gasoline/diesel Fuel	$ 230,000.00	$ 19,684.50	$ 99,763.75	$ 130,236.25	43.38%
	Supplies & Materials	**$ 246,700.00**	**$ 21,684.31**	**$ 129,729.62**	**$ 116,970.38**	**52.59%**
501-501-518100	Liability Insurance Premiums	$ 68,161.00	$ -	$ 66,517.00	$ 1,644.00	97.59%
501-501-524000	Lease/rental Of Equipment	$ 2,000.00	$ 620.48	$ 5,434.04	$ (3,434.04)	271.70%
501-501-534000	Automotive Expense	$ 200,000.00	$ 8,011.44	$ 94,666.24	$ 105,333.76	47.33%
501-501-534400	Equipment Repairs	$ 1,000.00	$ -	$ 374.91	$ 625.09	37.49%
501-501-538000	Maintenance Agreements	$ 1,800.00	$ 279.14	$ 3,853.44	$ (2,053.44)	214.08%
501-501-550100	Utilities	$ 11,000.00	$ 1,720.51	$ 12,651.85	$ (1,651.85)	115.02%
501-501-550300	Telephone	$ 4,000.00	$ -	$ 175.38	$ 3,824.62	4.38%
501-501-551600	Dues And Subscriptions	$ 500.00	$ -	$ -	$ 500.00	0.00%
501-501-555000	Radio Expense	$ 15,000.00	$ -	$ -	$ 15,000.00	0.00%
501-501-559900	Provisions For Bad Debts	$ -	$ -	$ -	$ -	0.00%
501-501-560100	Auditing Fees	$ -	$ -	$ -	$ -	0.00%
501-501-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
501-501-561000	Legal expense	$ 2,000.00	$ -	$ 5,415.90	$ (3,415.90)	270.80%
501-501-566600	Pest Control	$ 400.00	$ -	$ 262.50	$ 137.50	65.63%
501-501-569000	Other Contractual Service	$ 5,000.00	$ 13,801.62	$ 38,061.31	$ (33,061.31)	761.23%
501-501-599801	Computer Software	$ 59,000.00	$ -	$ -	$ 59,000.00	0.00%
	Contractual Services	**$ 369,861.00**	**$ 24,433.19**	**$ 227,412.57**	**$ 142,448.43**	**61.49%**
501-501-580200	Purchase Of Property	$ -	$ -	$ -	$ -	0.00%
501-501-580400	Building Purchase/construction	$ -	$ -	$ -	$ -	0.00%
501-501-580401	Building Repair	$ -	$ -	$ -	$ -	0.00%
501-501-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
501-501-587001	Lease / Purchase Equipmen	$ 1,000,000.00	$ -	$ 1,008,147.00	$ (8,147.00)	100.81%
501-501-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
501-501-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ 1,000,000.00**	**$ -**	**$ 1,008,147.00**	**$ (8,147.00)**	**100.81%**
501-501-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
501-501-534200	Bldng & Grnds Maint/Repairs	$ 5,000.00	$ 1,545.92	$ 1,888.21	$ 3,111.79	37.76%
501-501-551000	Printing And Publications	$ 2,500.00	$ -	$ -	$ 2,500.00	0.00%

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Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
501-501-554200	Meals Lodging	$ 600.00	$ -	$ 201.00	$ 399.00	33.50%
501-501-557200	License And Inspection Fees	$ 11,000.00	$ 828.00	$ 7,230.00	$ 3,770.00	65.73%
501-501-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
501-501-599000	Miscellaneous	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
501-501-599700	Fixed Asset Disposal	$ -	$ -	$ -	$ -	0.00%
501-501-599802	Computer Hardware	$ -	$ -	$ 49.89	$ (49.89)	0.00%
501-501-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
501-501-599901	Abandonment Loss	$ -	$ -	$ -	$ -	0.00%
501-501-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 24,100.00**	**$ 2,373.92**	**$ 9,369.10**	**$ 14,730.90**	**38.88%**
501-501-520100	Transfer To General Fund	$ 873,000.00	$ -	$ 1,213,099.00	$ (340,099.00)	138.96%
501-501-520500	Transfer To Municipal Bus	$ -	$ -	$ -	$ -	0.00%
501-501-520695	Transfer To Insurance Fund	$ -	$ -	$ -	$ -	0.00%
501-501-520699	Transfer To Vehicle Maint	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ 873,000.00**	**$ -**	**$ 1,213,099.00**	**$ (340,099.00)**	**138.96%**
501	**School Bus**	**$ 457.00**	**$ 199,474.13**	**$ (788,701.59)**	**$ 789,158.59**	**-172582.40%**
525	**Airport**					
525-525-442500	Federal Grants	$ 30,000.00	$ -	$ -	$ 30,000.00	0.00%
525-525-442600	State Grants	$ -	$ -	$ 5,048.03	$ (5,048.03)	0.00%
	Intergovernmental	**$ 30,000.00**	**$ -**	**$ 5,048.03**	**$ 24,951.97**	**16.83%**
525-525-450040	Gasoline Sales	$ -	$ -	$ -	$ -	0.00%
525-525-450041	Sale of Oil	$ -	$ -	$ -	$ -	0.00%
525-525-453001	Rental - Airport Shop	$ -	$ -	$ -	$ -	0.00%
525-525-453002	Rental - Airport Hangars	$ 64,620.00	$ 4,885.00	$ 48,750.00	$ 15,870.00	75.44%
525-525-453003	Rental - Tie Down Spaces	$ -	$ -	$ 60.00	$ (60.00)	0.00%
525-525-453004	Sale of Gas	$ 118,500.00	$ 1,924.39	$ 111,835.40	$ 6,664.60	94.38%
525-525-498900	Non Sufficient Funds Fee	$ -	$ -	$ 25.00	$ (25.00)	0.00%
	Fees/Charges For Service	**$ 183,120.00**	**$ 6,809.39**	**$ 160,670.40**	**$ 22,449.60**	**87.74%**
525-525-490100	Interest Earnings	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
525-525-454500	Other Contractual Revenue	$ -	$ -	$ -	$ -	0.00%
525-525-491000	Rental Of Municipal Prope	$ 17,000.00	$ -	$ 20,038.00	$ (3,038.00)	117.87%
525-525-499800	Miscellaneous Receipts	$ 1,841.00	$ 300.00	$ 31,450.00	$ (29,609.00)	1708.31%
	Other Revenue	**$ 18,841.00**	**$ 300.00**	**$ 51,488.00**	**$ (32,647.00)**	**273.28%**
525-525-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
525-525-511600	Salary All Personnel	$ 68,903.00	$ 3,717.61	$ 46,474.47	$ 22,428.53	67.45%
525-525-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
525-525-515500	Vacation Pay	$ -	$ 1,019.10	$ 3,127.12	$ (3,127.12)	0.00%
525-525-515600	Holiday	$ -	$ 523.25	$ 2,401.81	$ (2,401.81)	0.00%
525-525-515800	Sick Pay	$ -	$ 33.39	$ 2,121.78	$ (2,121.78)	0.00%
525-525-515900	Compensated Absences	$ -	$ -	$ -	$ -	0.00%
525-525-517000	Oasdi/city Share 6.2%	$ 4,272.00	$ 310.55	$ 3,176.18	$ 1,095.82	74.35%
525-525-517001	Medicare/city Share 1.45%	$ 999.00	$ 72.45	$ 745.81	$ 253.19	74.66%
525-525-517401	IMRF	$ 8,041.00	$ 617.38	$ 6,314.00	$ 1,727.00	78.52%
525-525-518000	Group Insurance	$ 29,400.00	$ 2,300.51	$ 20,013.53	$ 9,386.47	68.07%
525-525-518300	Workers Comp Insurance	$ 3,829.00	$ -	$ 3,497.89	$ 331.11	91.35%
	Personnel	**$ 115,444.00**	**$ 8,594.24**	**$ 87,872.59**	**$ 27,571.41**	**76.12%**

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Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
525-525-519000	Training And Education	$ 150.00	$ -	$ 150.00	$ -	100.00%
	Training & Education	**$ 150.00**	**$ -**	**$ 150.00**	**$ -**	**100.00%**
525-525-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
525-525-520400	Postage	$ -	$ -	$ -	$ -	0.00%
525-525-522400	General Supplies	$ 300.00	$ -	$ 269.39	$ 30.61	89.80%
525-525-529000	Equipment	$ 500.00	$ 115.00	$ 2,973.38	$ (2,473.38)	594.68%
525-525-556200	Cost of Gas Sold	$ 110,000.00	$ 1,930.19	$ 89,528.94	$ 20,471.06	81.39%
525-525-556202	Cost of Parts Sold	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 110,800.00**	**$ 2,045.19**	**$ 92,771.71**	**$ 18,028.29**	**83.73%**
525-525-518100	Liability Insurance Premiums	$ 2,348.00	$ -	$ 4,233.00	$ (1,885.00)	180.28%
525-525-524000	Lease/rental Of Equipment	$ 240.00	$ -	$ 115.42	$ 124.58	48.09%
525-525-534000	Automotive Expense	$ 1,000.00	$ 463.26	$ 1,535.76	$ (535.76)	153.58%
525-525-534200	Buildings And Grounds Rep	$ 500.00	$ -	$ 845.00	$ (345.00)	169.00%
525-525-534400	Equipment Repairs	$ 1,500.00	$ -	$ 1,852.11	$ (352.11)	123.47%
525-525-536100	Property Cleanup Fees	$ -	$ -	$ -	$ -	0.00%
525-525-536300	Snow Removal - Salt And C	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
525-525-538000	Maintenance Agreement	$ 300.00	$ -	$ 106.00	$ 194.00	35.33%
525-525-550100	Utilities	$ 20,000.00	$ 2,111.18	$ 11,039.00	$ 8,961.00	55.20%
525-525-550300	Telephone	$ 2,760.00	$ 303.80	$ 1,776.08	$ 983.92	64.35%
525-525-551600	Dues And Subscriptions	$ 475.00	$ -	$ 40.00	$ 435.00	8.42%
525-525-556100	Fuel	$ 400.00	$ -	$ 387.75	$ 12.25	96.94%
525-525-557300	Epa Permits	$ -	$ -	$ -	$ -	0.00%
525-525-559900	Provisions For Bad Debts	$ -	$ -	$ -	$ -	0.00%
525-525-560600	Corporate Counsel Fees	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
525-525-561000	Legal Fees	$ -	$ -	$ -	$ -	0.00%
525-525-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
525-525-561301	Concrete Testing	$ -	$ -	$ -	$ -	0.00%
525-525-566600	Pest Control	$ 720.00	$ 60.00	$ 555.00	$ 165.00	77.08%
525-525-569000	Other Contractual Service	$ 2,070.00	$ 13.51	$ 594.41	$ 1,475.59	28.72%
	Contractual Services	**$ 38,313.00**	**$ 2,951.75**	**$ 23,079.53**	**$ 15,233.47**	**60.24%**
525-525-580201	Land Improvements	$ -	$ -	$ 10,373.60	$ (10,373.60)	0.00%
525-525-580401	Building Repairs	$ -	$ -	$ -	$ -	0.00%
525-525-587001	Lease to own equipment	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ 10,373.60**	**$ (10,373.60)**	**0.00%**
525-525-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
525-525-557200	License & Inspection Fees	$ -	$ -	$ -	$ -	0.00%
525-525-599000	Miscellaneous	$ -	$ 41.06	$ 41.06	$ (41.06)	0.00%
525-525-599700	Fixed Asset Disposal	$ -	$ -	$ -	$ -	0.00%
525-525-599802	Computer Hardware	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
525-525-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
525-525-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 1,000.00**	**$ 41.06**	**$ 41.06**	**$ 958.94**	**4.11%**
525-525-590400	Interest Paid	$ -	$ -	$ -	$ -	0.00%
	Debt Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
525-525-520100	Transfer to General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
525	**Airport**	**$ (33,746.00)**	**$ (6,522.85)**	**$ 2,917.94**	**$ (36,663.94)**	**-8.65%**

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
570	**Economic Development**					
570-570-442500	Federal Grants	$ -	$ -	$ -	$ -	0.00%
570-570-442600	State Grants	$ -	$ -	$ -	$ -	0.00%
	Intergovernmental	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-490100	Interest Earnings	$ -	$ -	$ -	$ -	0.00%
570-570-490101	Loan Interest	$ 74,500.00	$ -	$ -	$ 74,500.00	0.00%
570-570-490103	Hospital Loan Interest Reimbur	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ 74,500.00**	**$ -**	**$ -**	**$ 74,500.00**	**0.00%**
570-570-450600	Application Fees	$ -	$ -	$ -	$ -	0.00%
570-570-491000	Rental Of Municipal Prope	$ -	$ -	$ -	$ -	0.00%
570-570-491500	Sale Of Municipal Propert	$ -	$ -	$ -	$ -	0.00%
570-570-493600	Training Reimbursements	$ -	$ -	$ -	$ -	0.00%
570-570-499210	Donations	$ -	$ -	$ -	$ -	0.00%
570-570-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
570-570-499802	Cash Over/short	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-492100	Loan Proceeds	$ -	$ -	$ -	$ -	0.00%
	Debt Proceeds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-511600	Salary: All Personnel	$ 1,475.00	$ 111.80	$ 1,930.07	$ (455.07)	130.85%
570-570-515000	Overtime	$ -	$ -	$ -	$ -	0.00%
570-570-515500	Vacation Pay	$ -	$ -	$ 94.54	$ (94.54)	0.00%
570-570-515600	Holiday Pay	$ -	$ 5.67	$ 39.69	$ (39.69)	0.00%
570-570-515800	Sick Pay	$ -	$ -	$ 3.80	$ (3.80)	0.00%
570-570-515900	Compensated Absences	$ -	$ -	$ -	$ -	0.00%
570-570-516700	Wellness Program	$ -	$ -	$ -	$ -	0.00%
570-570-517000	Oasdi/city Share 6.2%	$ 91.00	$ 7.04	$ 109.80	$ (18.80)	120.66%
570-570-517001	Medicare/city Share 1.45%	$ 21.00	$ 1.65	$ 28.88	$ (7.88)	137.52%
570-570-517401	IMRF	$ 172.00	$ 13.24	$ 238.77	$ (66.77)	138.82%
570-570-518000	Group Insurance	$ 243.00	$ 22.16	$ 346.98	$ (103.98)	142.79%
570-570-518300	Workers Comp Insurance	$ 39.00	$ -	$ -	$ 39.00	0.00%
	Personnel	**$ 2,041.00**	**$ 161.56**	**$ 2,792.53**	**$ (751.53)**	**136.82%**
570-570-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-520200	Office Supplies	$ -	$ -	$ -	$ -	0.00%
570-570-520400	Postage	$ -	$ 0.80	$ 4.30	$ (4.30)	0.00%
570-570-529000	Equipment	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ -**	**$ 0.80**	**$ 4.30**	**$ (4.30)**	**0.00%**
570-570-518100	Liability Insurance Premiums	$ 2,848.00	$ -	$ -	$ 2,848.00	0.00%
570-570-524000	Lease/rental Of Equipment	$ -	$ -	$ -	$ -	0.00%
570-570-534400	Equipment Repairs	$ -	$ -	$ -	$ -	0.00%
570-570-538000	Maintenance Agreements	$ -	$ -	$ -	$ -	0.00%
570-570-550300	Telephone	$ -	$ -	$ -	$ -	0.00%
570-570-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
570-570-560500	Consulting Services	$ -	$ -	$ -	$ -	0.00%
570-570-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
570-570-561000	Legal Fees	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
570-570-561200	Engineering Fees	$ -	$ -	$ -	$ -	0.00%
570-570-567500	Build Illinois Grants	$ -	$ -	$ -	$ -	0.00%
570-570-568102	Sales Tax Rebate	$ -	$ -	$ -	$ -	0.00%
570-570-569000	Other Contractual Service	$ 26,000.00	$ -	$ -	$ 26,000.00	0.00%
570-570-591200	Developer Agreement Payme	$ -	$ -	$ -	$ -	0.00%
570-570-591300	Developer Credit Applied	$ 30,000.00	$ -	$ -	$ 30,000.00	0.00%
570-570-598100	Public Relations	$ -	$ -	$ -	$ -	0.00%
570-570-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 58,848.00**	**$ -**	**$ -**	**$ 58,848.00**	**0.00%**
570-570-580200	Purchase Of Property	$ -	$ -	$ -	$ -	0.00%
570-570-580400	Building Purchase/constru	$ -	$ -	$ -	$ -	0.00%
570-570-587100	Office Equipment & Furniture	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-518700	Mileage	$ -	$ -	$ -	$ -	0.00%
570-570-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
570-570-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
570-570-590300	Real Estate Tax Expense	$ -	$ -	$ -	$ -	0.00%
570-570-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
570-570-593300	Lien Filing Fee	$ -	$ -	$ -	$ -	0.00%
570-570-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
570-570-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-590400	Interest Paid	$ -	$ -	$ -	$ -	0.00%
570-570-591400	Loan Payment	$ -	$ -	$ -	$ -	0.00%
	Debt Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
570-570-520100	Transfer to General Fund	$ -	$ -	$ 225,000.00	$ (225,000.00)	0.00%
570-570-520261	Transfer To Hud #2	$ -	$ -	$ -	$ -	0.00%
570-570-520695	Transfer To Insurance Fun	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ 225,000.00**	**$ (225,000.00)**	**0.00%**
570	**Economic Development**	**$ 13,611.00**	**$ (162.36)**	**$ (227,796.83)**	**$ 241,407.83**	**-1673.62%**
695	**Insurance**					
695-092-490100	Interest	$ -	$ 0.88	$ 14.23	$ (14.23)	0.00%
	Investment Earnings	**$ -**	**$ 0.88**	**$ 14.23**	**$ (14.23)**	**0.00%**
695-092-479100	Sec 125 Flex Plan Contrib	$ 55,000.00	$ 4,236.88	$ 41,142.68	$ 13,857.32	74.80%
695-092-499801	Write Off Outstanding Che	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ 55,000.00**	**$ 4,236.88**	**$ 41,142.68**	**$ 13,857.32**	**74.80%**
695-092-517300	Sec 125 Flex Plan Claims	$ 52,600.00	$ 6,156.34	$ 40,145.50	$ 12,454.50	76.32%
695-092-517505	Flex Administration Fee	$ 2,400.00	$ -	$ -	$ 2,400.00	0.00%
	Contractual Services	**$ 55,000.00**	**$ 6,156.34**	**$ 40,145.50**	**$ 14,854.50**	**72.99%**
695-092-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
092	**Section 125**	**$ -**	**$ (1,918.58)**	**$ 1,011.41**	**$ (1,011.41)**	**0.00%**
695-093-490100	Interest Earnings	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
695-093-499800	Miscellaneous Receipts	$ -	$ -	$ 7,532.25	$ (7,532.25)	0.00%
	Other Revenue	**$ -**	**$ -**	**$ 7,532.25**	**$ (7,532.25)**	**0.00%**
695-093-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
695-093-440501	Transfer From School Bus	$ -	$ -	$ -	$ -	0.00%
695-093-450500	Premiums	$ 620,615.00	$ -	$ 421,914.00	$ 198,701.00	67.98%
	Transfers From Other Funds	**$ 620,615.00**	**$ -**	**$ 421,914.00**	**$ 198,701.00**	**67.98%**
695-093-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
695-093-518110	Claims Paid / General	$ -	$ -	$ -	$ -	0.00%
695-093-518123	Claims Paid / Sanitation	$ -	$ -	$ -	$ -	0.00%
695-093-518125	Claims Paid/Airport	$ -	$ -	$ -	$ -	0.00%
695-093-518131	Claims Paid / Sewerage	$ -	$ -	$ -	$ -	0.00%
695-093-518132	Claims Paid / Street Dept	$ 45,000.00	$ -	$ -	$ 45,000.00	0.00%
695-093-518133	Claims Paid / Police Prot	$ -	$ -	$ 22,532.25	$ (22,532.25)	0.00%
695-093-518134	Claims Paid / Fire Prot	$ -	$ -	$ -	$ -	0.00%
695-093-518151	Claims Paid / School Bus	$ -	$ -	$ -	$ -	0.00%
695-093-518157	Claims Paid / Economic De	$ -	$ -	$ -	$ -	0.00%
695-093-518190	Claims Paid / Tpccc	$ -	$ -	$ -	$ -	0.00%
695-093-518199	Mechanics	$ -	$ -	$ -	$ -	0.00%
695-093-518400	Premiums Paid	$ 560,615.00	$ -	$ 421,914.00	$ 138,701.00	75.26%
695-093-560600	Corporate Counsel Fees	$ -	$ -	$ -	$ -	0.00%
695-093-561000	Attorney Fees	$ 15,000.00	$ -	$ -	$ 15,000.00	0.00%
	Contractual Services	**$ 620,615.00**	**$ -**	**$ 444,446.25**	**$ 176,168.75**	**71.61%**
093	**Liability Insurance**	**$ -**	**$ -**	**$ (15,000.00)**	**$ 15,000.00**	**0.00%**
695-094-490100	Interest Earnings	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
695-094-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
695-094-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
695-094-440501	Transfer From School Bus	$ -	$ -	$ -	$ -	0.00%
695-094-450500	Premiums	$ 550,308.00	$ -	$ 563,612.57	$ (13,304.57)	102.42%
	Transfers From Other Funds	**$ 550,308.00**	**$ -**	**$ 563,612.57**	**$ (13,304.57)**	**102.42%**
695-094-518310	Workers Comp / General	$ -	$ -	$ -	$ -	0.00%
695-094-518323	Workers Comp / Sanitation	$ -	$ -	$ -	$ -	0.00%
695-094-518331	Workers Comp / Sewerage	$ -	$ -	$ -	$ -	0.00%
695-094-518332	Workers Comp / Street Dep	$ -	$ -	$ -	$ -	0.00%
695-094-518333	Workers Comp / Police Pro	$ -	$ -	$ -	$ -	0.00%
695-094-518334	Workers Comp / Fire Prote	$ -	$ -	$ -	$ -	0.00%
695-094-518350	Workers Comp / Municipal	$ -	$ -	$ -	$ -	0.00%
695-094-518351	Workers Comp / School Bus	$ -	$ -	$ -	$ -	0.00%
695-094-518390	Workers Comp / Tpccc	$ -	$ -	$ -	$ -	0.00%
695-094-518399	Workers Comp / VMF	$ -	$ -	$ -	$ -	0.00%
695-094-518400	Premiums Paid	$ 543,808.00	$ -	$ 563,612.57	$ (19,804.57)	103.64%
695-094-561000	Legal Fees	$ 6,500.00	$ -	$ -	$ 6,500.00	0.00%
	Contractual Services	**$ 550,308.00**	**$ -**	**$ 563,612.57**	**$ (13,304.57)**	**102.42%**
695-094-599000	Miscellaneous	$ -	$ -	$ 35.00	$ (35.00)	0.00%
	Other Expenditures	**$ -**	**$ -**	**$ 35.00**	**$ (35.00)**	**0.00%**

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
094	**Work Comp**	**$ -**	**$ -**	**$ (35.00)**	**$ 35.00**	**0.00%**
695-095-490100	Interest Earnings	$ 4,500.00	$ 7.18	$ 149.82	$ 4,350.18	3.33%
	Investment Earnings	**$ 4,500.00**	**$ 7.18**	**$ 149.82**	**$ 4,350.18**	**3.33%**
695-095-495200	Excess Health Insurance R	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%
695-095-495300	Claim Refund	$ 4,000.00	$ -	$ 50,190.14	$ (46,190.14)	1254.75%
695-095-495400	Ppo Refund	$ -	$ -	$ 7,787.84	$ (7,787.84)	0.00%
695-095-495500	Drug Card Rebate	$ 100,000.00	$ -	$ 136,798.30	$ (36,798.30)	136.80%
695-095-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
695-095-499801	Write Off Outstanding Che	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ 109,000.00**	**$ -**	**$ 194,776.28**	**$ (85,776.28)**	**178.69%**
695-095-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
695-095-450500	Premiums	$ 3,560,413.00	$ 331,840.33	$ 2,617,247.10	$ 943,165.90	73.51%
695-095-450510	Premiums - BCBS	$ 1,105,406.00	$ -	$ -	$ 1,105,406.00	0.00%
	Transfers From Other Funds	**$ 4,665,819.00**	**$ 331,840.33**	**$ 2,617,247.10**	**$ 2,048,571.90**	**56.09%**
695-095-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
695-095-517500	Health Claims Paid/GPS	$ 2,993,598.00	$ 305,679.30	$ 2,082,868.72	$ 910,729.28	69.58%
695-095-517501	Administration Fees	$ 114,696.00	$ 10,982.59	$ 75,892.09	$ 38,803.91	66.17%
695-095-517502	Reinsurance Premium	$ -	$ -	$ 13,318.87	$ (13,318.87)	0.00%
695-095-517503	Organ Transplant Premium	$ -	$ -	$ -	$ -	0.00%
695-095-517504	A D & D Life Premium	$ 24,750.00	$ 1,699.61	$ 15,351.10	$ 9,398.90	62.02%
695-095-517505	Flex Premium	$ -	$ -	$ -	$ -	0.00%
695-095-517506	Vision Coverage	$ 23,149.00	$ 1,933.91	$ 17,225.77	$ 5,923.23	74.41%
695-095-517507	Health Claims Plan A (new	$ -	$ -	$ -	$ -	0.00%
695-095-517508	Stop Loss	$ 364,920.00	$ 19,626.37	$ 212,945.00	$ 151,975.00	58.35%
695-095-517509	Police BCBS Health Ins Plan	$ 1,105,406.00	$ 100,355.52	$ 1,001,377.57	$ 104,028.43	90.59%
695-095-517600	Central States Premium	$ -	$ -	$ -	$ -	0.00%
695-095-517700	Drug Card Charges	$ -	$ -	$ -	$ -	0.00%
695-095-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%
695-095-569000	Other Contractual Service	$ 39,300.00	$ 2,675.00	$ 23,166.00	$ 16,134.00	58.95%
	Contractual Services	**$ 4,665,819.00**	**$ 442,952.30**	**$ 3,442,145.12**	**$ 1,223,673.88**	**73.77%**
695-095-516700	Wellness Program	$ 65,060.00	$ 2,160.00	$ 11,002.44	$ 54,057.56	16.91%
695-095-516900	Smoking Cessation Program	$ 500.00	$ -	$ -	$ 500.00	0.00%
695-095-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
695-095-590600	Bank Charges	$ -	$ -	$ 30.00	$ (30.00)	0.00%
695-095-599000	Miscellaneous	$ -	$ -	$ -	$ -	0.00%
695-095-599999	Contingency	$ 47,940.00	$ -	$ -	$ 47,940.00	0.00%
	Other Expenditures	**$ 113,500.00**	**$ 2,160.00**	**$ 11,032.44**	**$ 102,467.56**	**9.72%**
695-095-517510	Fire Ins Trust Fund Pmts	$ -	$ -	$ -	$ -	0.00%
	Benefit Payments	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
695-095-520092	Transfer To Insurance Fle	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
095	**Medical**	**$ -**	**$ (113,264.79)**	**$ (641,004.36)**	**$ 641,004.36**	**0.00%**
695	**Insurance**	**$ -**	**$ (115,183.37)**	**$ (655,027.95)**	**$ 655,027.95**	**0.00%**

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699	**Vehicle Maintenance**					
699-069-450040	Gasoline Sales - Interfun	$ 500,000.00	$ 41,417.25	$ 313,544.80	$ 186,455.20	62.71%
699-069-450041	Sale of Oil	$ -	$ -	$ -	$ -	0.00%
699-069-450042	Sale of Parts	$ -	$ -	$ -	$ -	0.00%
699-069-450043	Labor	$ 340,000.00	$ 32,292.50	$ 319,857.47	$ 20,142.53	94.08%
	Fees/Charges For Service	**$ 840,000.00**	**$ 73,709.75**	**$ 633,402.27**	**$ 206,597.73**	**75.41%**
699-069-490100	Interest Earnings	$ -	$ -	$ -	$ -	0.00%
	Investment Earnings	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
699-069-499800	Miscellaneous Receipts	$ 10,000.00	$ -	$ 653.00	$ 9,347.00	6.53%
	Other Revenue	**$ 10,000.00**	**$ -**	**$ 653.00**	**$ 9,347.00**	**6.53%**
699-069-440100	Transfer From General Fund	$ -	$ -	$ -	$ -	0.00%
699-069-440501	Transfer From School Bus	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
699-069-511600	Salary: All Personnel	$ 420,220.00	$ 26,284.22	$ 225,917.01	$ 194,302.99	53.76%
699-069-515000	Overtime	$ 17,160.00	$ 1,231.85	$ 4,466.17	$ 12,693.83	26.03%
699-069-515500	Vacation Pay	$ -	$ 455.31	$ 26,285.70	$ (26,285.70)	0.00%
699-069-515600	Holiday Pay	$ -	$ 3,368.16	$ 13,955.64	$ (13,955.64)	0.00%
699-069-515800	Sick Pay	$ -	$ 91.22	$ 5,734.50	$ (5,734.50)	0.00%
699-069-515900	Injury Pay	$ -	$ -	$ -	$ -	0.00%
699-069-515950	Compensated Absences	$ -	$ -	$ -	$ -	0.00%
699-069-517000	Oasdi/city Share 6.2%	$ 27,118.00	$ 1,907.81	$ 16,479.90	$ 10,638.10	60.77%
699-069-517001	Medicare/city Share 1.45%	$ 6,342.00	$ 446.16	$ 3,900.81	$ 2,441.19	61.51%
699-069-517401	IMRF	$ 51,042.00	$ 3,316.06	$ 30,855.16	$ 20,186.84	60.45%
699-069-518000	Group Insurance	$ 96,265.00	$ 4,793.86	$ 52,796.15	$ 43,468.85	54.84%
699-069-518300	Workers Comp Insurance	$ 9,664.00	$ -	$ 8,758.45	$ 905.55	90.63%
699-069-554300	Uniforms And Tools	$ 3,252.00	$ -	$ 3,136.00	$ 116.00	96.43%
699-069-559000	Medical Expense/supplies	$ -	$ 100.00	$ 300.94	$ (300.94)	0.00%
	Personnel	**$ 631,063.00**	**$ 41,994.65**	**$ 392,586.43**	**$ 238,476.57**	**62.21%**
699-069-519000	Training And Education	$ -	$ -	$ -	$ -	0.00%
	Training & Education	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
699-069-520200	Office Supplies	$ 300.00	$ -	$ -	$ 300.00	0.00%
699-069-520400	Postage	$ -	$ -	$ -	$ -	0.00%
699-069-522400	General Supplies	$ 1,680.00	$ 125.44	$ 4,488.55	$ (2,808.55)	267.18%
699-069-529000	Equipment	$ 2,000.00	$ 174.98	$ 778.68	$ 1,221.32	38.93%
699-069-556100	Gasoline/diesel Fuel	$ -	$ -	$ -	$ -	0.00%
699-069-556200	Cost Of Fuel Sold	$ 500,000.00	$ 41,565.50	$ 314,598.80	$ 185,401.20	62.92%
699-069-556201	Cost Of Oil	$ -	$ -	$ -	$ -	0.00%
699-069-556202	Cost Of Parts	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 503,980.00**	**$ 41,865.92**	**$ 319,866.03**	**$ 184,113.97**	**63.47%**
699-069-518100	Liability Insurance Premiums	$ 7,102.00	$ -	$ 6,844.00	$ 258.00	96.37%
699-069-524000	Lease/rental Of Equipment	$ 540.00	$ 127.71	$ 724.28	$ (184.28)	134.13%
699-069-534000	Automotive Expense	$ 1,200.00	$ -	$ 877.56	$ 322.44	73.13%
699-069-534200	Bldngs & Grnds Maint/Repairs	$ -	$ -	$ -	$ -	0.00%
699-069-534400	Equipment Repairs	$ 2,220.00	$ -	$ -	$ 2,220.00	0.00%
699-069-534500	Core Charge/credit	$ -	$ -	$ -	$ -	0.00%
699-069-538000	Maintenance Agreements	$ -	$ 105.24	$ 355.99	$ (355.99)	0.00%
699-069-550100	Utilities	$ 10,260.00	$ 709.26	$ 4,764.43	$ 5,495.57	46.44%
699-069-550300	Telephone	$ -	$ -	$ 300.00	$ (300.00)	0.00%
699-069-551600	Dues And Subscriptions	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699-069-555000	Radio Expense	$ -	$ -	$ -	$ -	0.00%
699-069-557300	EPA Permit	$ 252.00	$ -	$ 835.00	$ (583.00)	331.35%
699-069-566600	Pest Control	$ 456.00	$ -	$ 187.50	$ 268.50	41.12%
699-069-569000	Other Contractual Service	$ 8,460.00	$ 961.59	$ 6,673.18	$ 1,786.82	78.88%
699-069-599801	Computer Software	$ -	$ -	$ -	$ -	0.00%
	Contractual Services	**$ 30,490.00**	**$ 1,903.80**	**$ 21,561.94**	**$ 8,928.06**	**70.72%**
699-069-587000	Machinery And Equipment	$ -	$ -	$ -	$ -	0.00%
699-069-587500	Vehicles	$ -	$ -	$ -	$ -	0.00%
	Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
699-069-551000	Printing And Publications	$ -	$ -	$ -	$ -	0.00%
699-069-554200	Meals Lodging	$ -	$ -	$ -	$ -	0.00%
699-069-557200	License And Inspection Fees	$ -	$ -	$ -	$ -	0.00%
699-069-590600	Bank Charges	$ -	$ -	$ -	$ -	0.00%
699-069-599000	Miscellaneous	$ 1,000.00	$ -	$ -	$ 1,000.00	0.00%
699-069-599600	Overage & Shrinkage	$ -	$ -	$ -	$ -	0.00%
699-069-599802	Computer Hardware	$ -	$ -	$ -	$ -	0.00%
699-069-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
699-069-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 1,000.00**	**$ -**	**$ -**	**$ 1,000.00**	**0.00%**
069	**City Vehicle Maintenance**	**$ (316,533.00)**	**$ (12,054.62)**	**$ (99,959.13)**	**$ (216,573.87)**	**31.58%**
699-070-450040	Gasoline Sales - Interfun	$ 11,000.00	$ -	$ 3,327.25	$ 7,672.75	30.25%
699-070-450041	Sale of Oil	$ -	$ -	$ -	$ -	0.00%
699-070-450042	Sale of Parts	$ 6,000.00	$ -	$ 764.01	$ 5,235.99	12.73%
699-070-450043	Labor	$ 11,500.00	$ -	$ 3,445.00	$ 8,055.00	29.96%
	Fees/Charges For Service	**$ 28,500.00**	**$ -**	**$ 7,536.26**	**$ 20,963.74**	**26.44%**
699-070-499800	Miscellaneous Receipts	$ -	$ -	$ -	$ -	0.00%
	Other Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
699-070-511600	Salary: All Personnel	$ 2,900.00	$ -	$ 1,531.58	$ 1,368.42	52.81%
699-070-515000	Overtime	$ -	$ -	$ 70.79	$ (70.79)	0.00%
699-070-515500	Vacation Pay	$ -	$ -	$ -	$ -	0.00%
699-070-515600	Holiday Pay	$ 175.00	$ -	$ -	$ 175.00	0.00%
699-070-515800	Sick Pay	$ 41.00	$ -	$ -	$ 41.00	0.00%
699-070-517000	Oasdi/city Share 6.2%	$ 271.00	$ -	$ 97.60	$ 173.40	36.01%
699-070-517001	Medicare/city Share 1.45%	$ 390.00	$ -	$ 22.75	$ 367.25	5.83%
699-070-517401	IMRF	$ -	$ -	$ 186.95	$ (186.95)	0.00%
699-070-518000	Group Insurance	$ -	$ -	$ 312.07	$ (312.07)	0.00%
699-070-518300	Workers Comp Insurance	$ -	$ -	$ -	$ -	0.00%
	Personnel	**$ 3,777.00**	**$ -**	**$ 2,221.74**	**$ 1,555.26**	**58.82%**
699-070-556100	Gasoline/diesel Fuel	$ -	$ -	$ -	$ -	0.00%
699-070-556200	Cost Of Fuel Sold	$ 11,000.00	$ 1,038.00	$ 4,819.00	$ 6,181.00	43.81%
699-070-556201	Cost Of Oil	$ -	$ -	$ -	$ -	0.00%
699-070-556202	Cost Of Parts	$ -	$ -	$ -	$ -	0.00%
	Supplies & Materials	**$ 11,000.00**	**$ 1,038.00**	**$ 4,819.00**	**$ 6,181.00**	**43.81%**
699-070-518100	Liability Insurance Premiums	$ -	$ -	$ -	$ -	0.00%
699-070-534000	Automotive Expense	$ 5,520.00	$ 72.30	$ 752.67	$ 4,767.33	13.64%
	Contractual Services	**$ 5,520.00**	**$ 72.30**	**$ 752.67**	**$ 4,767.33**	**13.64%**
070	**Tazewell Co Vehicle Maint**	**$ 8,203.00**	**$ (1,110.30)**	**$ (257.15)**	**$ 8,460.15**	**-3.13%**

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699	**Vehicle Maintenance**	**$ (308,330.00)**	**$ (13,164.92)**	**$ (100,216.28)**	**$ (208,113.72)**	**32.50%**
924	**Library**					
924-924-410100	Real Estate Tax	$ 1,154,750.00	$ -	$ 1,151,829.32	$ 2,920.68	99.75%
924-924-412000	Replacement P/p Tax - Statr	$ 106,000.00	$ -	$ 83,034.81	$ 22,965.19	78.33%
	Taxes	**$ 1,260,750.00**	**$ -**	**$ 1,234,864.13**	**$ 25,885.87**	**97.95%**
924-924-437900	South Pekin Revenue	$ 12,500.00	$ 2,024.45	$ 12,338.88	$ 161.12	98.71%
924-924-438300	South Pekin Per Capita Grant	$ 1,435.00	$ -	$ 1,432.50	$ 2.50	99.83%
924-924-438700	Other Grants	$ 3,850.00	$ -	$ 2,159.72	$ 1,690.28	56.10%
924-924-445000	Per Capita Grant	$ 42,620.00	$ -	$ 42,617.50	$ 2.50	99.99%
	Intergovernmental	**$ 60,405.00**	**$ 2,024.45**	**$ 58,548.60**	**$ 1,856.40**	**96.93%**
924-924-456900	Passports	$ 11,000.00	$ 525.00	$ 1,295.00	$ 9,705.00	11.77%
924-924-457001	Friends Book Sale	$ 10,000.00	$ 778.06	$ 5,686.30	$ 4,313.70	56.86%
924-924-457002	Copy Machines	$ 4,000.00	$ 139.95	$ 1,480.55	$ 2,519.45	37.01%
924-924-457003	Printing Fees (library)	$ 9,100.00	$ 392.85	$ 2,803.37	$ 6,296.63	30.81%
924-924-457005	Non-resident Fees	$ 4,200.00	$ 456.98	$ 2,988.97	$ 1,211.03	71.17%
924-924-457006	Books - Lost And Damaged	$ 1,800.00	$ 138.95	$ 1,220.15	$ 579.85	67.79%
924-924-457007	Room Use Fees	$ 3,100.00	$ 190.00	$ 492.50	$ 2,607.50	15.89%
924-924-457008	Book Rental Fee	$ -	$ -	$ -	$ -	0.00%
924-924-457009	Staff Sales	$ -	$ 8.75	$ 41.69	$ (41.69)	0.00%
924-924-457010	Fax Fee	$ 2,800.00	$ 110.75	$ 949.25	$ 1,850.75	33.90%
	Fees/Charges For Service	**$ 46,000.00**	**$ 2,741.29**	**$ 16,957.78**	**$ 29,042.22**	**36.86%**
924-924-465001	Library Fines - Adult Dep	$ 9,000.00	$ 254.55	$ 1,934.33	$ 7,065.67	21.49%
924-924-465002	Library Fines - Junior De	$ -	$ 1.35	$ 162.85	$ (162.85)	0.00%
	Fines And Forfeitures	**$ 9,000.00**	**$ 255.90**	**$ 2,097.18**	**$ 6,902.82**	**23.30%**
924-924-490100	Interest Earnings	$ 3,500.00	$ 26.03	$ 220.56	$ 3,279.44	6.30%
924-924-490102	Endowment Interest	$ 4,500.00	$ 25.26	$ 466.51	$ 4,033.49	10.37%
924-924-490111	Interest Earnings Capital	$ 1,800.00	$ 3.61	$ 66.31	$ 1,733.69	3.68%
	Investment Earnings	**$ 9,800.00**	**$ 54.90**	**$ 753.38**	**$ 9,046.62**	**7.69%**
924-924-491100	Refund On Insurance Premi	$ -	$ -	$ -	$ -	0.00%
924-924-498800	Capital Development	$ -	$ -	$ 6.76	$ (6.76)	0.00%
924-924-499100	Insurance Recoveries	$ -	$ -	$ -	$ -	0.00%
924-924-499200	Gifts And Memorials	$ 10,000.00	$ 271.64	$ 9,152.37	$ 847.63	91.52%
924-924-499300	Iptip / Gift Fund	$ -	$ -	$ -	$ -	0.00%
924-924-499800	Miscellaneous Receipts	$ 4,000.00	$ 71.30	$ 955.15	$ 3,044.85	23.88%
	Other Revenue	**$ 14,000.00**	**$ 342.94**	**$ 10,114.28**	**$ 3,885.72**	**72.24%**
924-924-440100	Transfer from Library	$ -	$ -	$ -	$ -	0.00%
924-924-450500	Premiums	$ -	$ -	$ -	$ -	0.00%
	Transfers From Other Funds	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
924-924-511600	Salary: All Personnel	$ 665,805.00	$ 50,704.62	$ 497,132.50	$ 168,672.50	74.67%
924-924-515500	Vacation Pay	$ -	$ -	$ -	$ -	0.00%
924-924-515600	Holiday Pay	$ -	$ -	$ -	$ -	0.00%
924-924-515800	Sick Pay	$ -	$ -	$ -	$ -	0.00%
924-924-516700	Wellness Programs	$ 250.00	$ -	$ -	$ 250.00	0.00%
924-924-517000	Oasdi/city Share 6.2%	$ 42,150.00	$ 3,057.14	$ 30,037.22	$ 12,112.78	71.26%
924-924-517001	Medicare/city Share 1.45%	$ 9,900.00	$ 714.98	$ 7,024.67	$ 2,875.33	70.96%
924-924-517401	IMRF	$ 66,000.00	$ 5,197.04	$ 51,026.33	$ 14,973.67	77.31%
924-924-518000	Group Insurance	$ 129,000.00	$ 9,502.68	$ 83,132.94	$ 45,867.06	64.44%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-518300	Workers Comp Insurance	$ 2,350.00	$ -	$ 2,020.00	$ 330.00	85.96%
	Personnel	**$ 915,455.00**	**$ 69,176.46**	**$ 670,373.66**	**$ 245,081.34**	**73.23%**
924-924-520200	Office Supplies	$ 6,750.00	$ 383.16	$ 3,547.31	$ 3,202.69	52.55%
924-924-520300	Library Supplies	$ 10,000.00	$ 440.58	$ 5,740.40	$ 4,259.60	57.40%
924-924-520303	Reader-printer - Supplies	$ -	$ -	$ -	$ -	0.00%
924-924-520400	Postage	$ 1,100.00	$ -	$ 782.40	$ 317.60	71.13%
924-924-520600	Oclc Cataloging	$ 5,400.00	$ -	$ 5,291.01	$ 108.99	97.98%
924-924-522700	Electronic Resources	$ 23,000.00	$ -	$ 6,236.01	$ 16,763.99	27.11%
924-924-523301	Adult * Books - Fiction	$ 26,000.00	$ 2,733.61	$ 13,115.15	$ 12,884.85	50.44%
924-924-523302	Children's * Books - Fict	$ 21,000.00	$ 1,478.59	$ 9,808.08	$ 11,191.92	46.71%
924-924-523304	Large Print Books	$ 9,000.00	$ 968.33	$ 4,677.02	$ 4,322.98	51.97%
924-924-523401	Adult * Books - Non-fict	$ 18,500.00	$ 1,895.14	$ 10,604.38	$ 7,895.62	57.32%
924-924-523402	Children's * Books - Non-	$ 12,000.00	$ 93.92	$ 2,554.12	$ 9,445.88	21.28%
924-924-523404	Large Print Books	$ 500.00	$ 27.99	$ 477.12	$ 22.88	95.42%
924-924-523500	Rental Book Purchase	$ -	$ -	$ -	$ -	0.00%
924-924-523501	Adult * Periodicals	$ 3,750.00	$ 23.21	$ 2,781.88	$ 968.12	74.18%
924-924-523502	Children's * Periodicals	$ 600.00	$ -	$ 547.49	$ 52.51	91.25%
924-924-523603	C.d.'s	$ 2,000.00	$ 114.44	$ 877.24	$ 1,122.76	43.86%
924-924-523700	Video Cassettes	$ 13,000.00	$ 494.35	$ 5,322.39	$ 7,677.61	40.94%
924-924-523701	Adult * Cassettes	$ 9,500.00	$ 641.89	$ 4,531.15	$ 4,968.85	47.70%
924-924-523702	Children's * Cassettes	$ 800.00	$ -	$ 600.00	$ 200.00	75.00%
924-924-523709	Capitalized Books	$ -	$ -	$ -	$ -	0.00%
924-924-523900	Program Supplies	$ 5,000.00	$ -	$ 482.01	$ 4,517.99	9.64%
924-924-523901	Adult * Programs	$ 12,000.00	$ 200.00	$ 1,206.68	$ 10,793.32	10.06%
924-924-523902	Children's * Programs	$ 18,400.00	$ 1,038.40	$ 6,615.04	$ 11,784.96	35.95%
924-924-529000	Equipment	$ 4,000.00	$ -	$ 4,021.15	$ (21.15)	100.53%
	Supplies & Materials	**$ 202,300.00**	**$ 10,533.61**	**$ 89,818.03**	**$ 112,481.97**	**44.40%**
924-924-520302	Copy Machine - Rental And	$ 12,000.00	$ 909.95	$ 7,246.29	$ 4,753.71	60.39%
924-924-534300	Equipment - Repairs And M	$ 7,300.00	$ -	$ 2,561.52	$ 4,738.48	35.09%
924-924-534600	Building Repairs & Mainte	$ 25,800.00	$ 2,100.14	$ 13,941.69	$ 11,858.31	54.04%
924-924-538000	Maintenance Agreements	$ 30,000.00	$ 3,133.09	$ 26,694.00	$ 3,306.00	88.98%
924-924-550101	Electricity	$ 35,500.00	$ 3,228.08	$ 27,120.54	$ 8,379.46	76.40%
924-924-550102	Water	$ 5,000.00	$ 351.90	$ 3,871.39	$ 1,128.61	77.43%
924-924-550103	Gas	$ 6,500.00	$ 1,352.49	$ 3,662.86	$ 2,837.14	56.35%
924-924-550300	Telephone	$ 3,400.00	$ 270.20	$ 2,432.66	$ 967.34	71.55%
924-924-550900	General Insurance	$ 15,000.00	$ -	$ 17,864.00	$ (2,864.00)	119.09%
924-924-551507	Purchases - Newspapers	$ 3,800.00	$ -	$ 3,641.62	$ 158.38	95.83%
924-924-551600	Dues And Subscriptions	$ 2,200.00	$ 469.00	$ 1,679.00	$ 521.00	76.32%
924-924-551900	Lost Books / Ill	$ 100.00	$ -	$ 50.00	$ 50.00	50.00%
924-924-554206	Conference And Meeting Ex	$ 4,500.00	$ 130.00	$ 149.96	$ 4,350.04	3.33%
924-924-554207	Travel	$ 2,000.00	$ 14.38	$ 118.23	$ 1,881.77	5.91%
924-924-561500	Property Management Expen	$ -	$ -	$ -	$ -	0.00%
924-924-563204	Isp	$ 3,850.00	$ 309.94	$ 2,809.46	$ 1,040.54	72.97%
924-924-569000	Other Contractual Service	$ 800.00	$ -	$ 400.00	$ 400.00	50.00%
924-924-599100	Staff Purchases	$ -	$ -	$ 50.90	$ (50.90)	0.00%
924-924-599200	Designated Fund Purchases	$ -	$ -	$ -	$ -	0.00%
924-924-599300	Purchases From Gifts	$ 10,000.00	$ 727.85	$ 6,168.89	$ 3,831.11	61.69%
924-924-599301	Purchases From Endowment	$ 4,500.00	$ -	$ 9,621.34	$ (5,121.34)	213.81%
924-924-599801	Computer Software	$ 1,500.00	$ 208.58	$ 2,001.14	$ (501.14)	133.41%
924-924-599803	Literacy Grant Purchases	$ 1,450.00	$ 17,610.60	$ 24,748.87	$ (23,298.87)	1706.82%
	Contractual Services	**$ 175,200.00**	**$ 30,816.20**	**$ 156,834.36**	**$ 18,365.64**	**89.52%**
924-924-580400	Building Purchase/constru	$ -	$ -	$ -	$ -	0.00%
924-924-580401	Building Repair	$ -	$ -	$ -	$ -	0.00%

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 09 - 09
Fiscal Year 2021

Acccount Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-598800	Capital Development	$ 1,800.00	$ -	$ 5,975.00	$ (4,175.00)	331.94%
	Capital Outlay	**$ 1,800.00**	**$ -**	**$ 5,975.00**	**$ (4,175.00)**	**331.94%**
924-924-518200	Unemployment Insurance	$ -	$ -	$ -	$ -	0.00%
924-924-566300	Circulation System	$ 26,500.00	$ 2,208.91	$ 19,751.63	$ 6,748.37	74.53%
924-924-598300	Per Capita Grant	$ 42,600.00	$ -	$ 16,163.72	$ 26,436.28	37.94%
924-924-598400	Passport Expense	$ 2,000.00	$ 54.25	$ 170.50	$ 1,829.50	8.53%
924-924-598700	Transfer To Friends	$ 10,000.00	$ 617.39	$ 4,908.24	$ 5,091.76	49.08%
924-924-599000	Miscellaneous	$ 3,000.00	$ 104.78	$ 1,263.66	$ 1,736.34	42.12%
924-924-599302	Fixed Asset Transfer	$ -	$ -	$ -	$ -	0.00%
924-924-599700	Fixed Asset Disposal	$ -	$ -	$ -	$ -	0.00%
924-924-599802	Computer Hardware	$ 6,100.00	$ -	$ 5,720.17	$ 379.83	93.77%
924-924-599900	Depreciation Expense	$ -	$ -	$ -	$ -	0.00%
924-924-599999	Contingency	$ -	$ -	$ -	$ -	0.00%
	Other Expenditures	**$ 90,200.00**	**$ 2,985.33**	**$ 47,977.92**	**$ 42,222.08**	**53.19%**
924-924-590400	Interest Paid	$ -	$ -	$ -	$ -	0.00%
924-924-591101	Bond Issuance Costs	$ -	$ -	$ -	$ -	0.00%
	Debt Service	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
924-924-520100	Transfer to General Fund	$ 15,000.00	$ 3,750.00	$ 11,250.00	$ 3,750.00	75.00%
924-924-544100	Transfer To General Fund	$ -	$ -	$ -	$ -	0.00%
	Transfers To Other Funds	**$ 15,000.00**	**$ 3,750.00**	**$ 11,250.00**	**$ 3,750.00**	**75.00%**
924	**Library**	**$ -**	**$ (111,842.12)**	**$ 341,106.38**	**$ (341,106.38)**	**0.00%**
Revenue Total		**$ 28,113,240.00**	**$ 2,006,298.79**	**$ 20,241,967.53**	**$ 7,871,272.47**	**72.00%**
Expense Total		**$ 31,653,448.00**	**$ 1,765,958.87**	**$ 20,665,968.54**	**$ 10,987,479.46**	**65.29%**
Grand Total		**$ (3,540,208.00)**	**$ 240,339.92**	**$ (424,001.01)**	**$ (3,116,206.99)**	**11.98%**

Attachment: NGF Rev vs Exp Pd 9 FY'21 (2518 : Financial Reports January FY 2021)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Lee Wrhel, Police & Fire Secretary**

AGENDA ITEM:	Tazewell County Animal Control Billing - January 2021

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Date:

Tazewell County Animal Control

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

JANUARY 2021 INVOICE

Balance Due **$3828.91**

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

Our records show the following charges are unpaid.

Date	Description	Charge Amount	Unpaid balance
02-09-2021	Pekin Contract Fee	$3,828.91	$3,828.91
	As of 02-09-2021, there is a balance due of		**$3,828.91**

FOR SERVICES PROVIDED 1/1/2021 - 1/31/2021

Attachment: Animal Control Billing - January 2021 (2506 : Tazewell County Animal Control Billing - January 2021)

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
01-04-2021 2	01-04-2021	Stray/Citizen Turn-in			#191616/F/Cat/Dsh	
01-16-2021 2	01-16-2021	Stray/Aco Pickup	Kautz, Chad		#192277/M/Bird/Chicken	9405
01-07-2021 1	01-07-2021	Stray/Citizen Turn-in		Aaron Halt	#191802/M/Dog/Shih Tzu	
01-04-2021 1	01-04-2021	Stray/Aco Pickup	Harms, Jaymee		#191584/F/Cat/Dsh	9359
01-26-2021 6	01-26-2021	Euthanasia Request/Owner Turn-in		Donna Bennett	#76345/M/Dog/Great Pyrenees	
01-18-2021 2	01-18-2021	Wildlife/Aco Pickup	Harms, Jaymee		#192328/U/Other/Opossum	9412
01-15-2021 6	01-15-2021	Stray/Aco Pickup	Lohnes, Pam		#192275/M/Cat/Dsh	9402
01-19-2021 3	01-19-2021	Stray/Aco Pickup	Harms, Jaymee		#192354/U/Cat/Dsh	9416
01-26-2021 3	01-26-2021	Stray/Citizen Turn-in			#192530/F/Cat/Dsh	
01-08-2021 1	01-08-2021	Owner Surrender/Owner Turn-in		Deanna Helfers	#191901/M/Cat/Dsh	
01-05-2021 2	01-05-2021	Stray/Citizen Turn-in			#191712/M/Cat/Dsh	
01-05-2021 6	01-05-2021	Stray/Aco Pickup	Harms, Jaymee	Barabra Nordvall-...	#191747/F/Dog/Pug	9369
01-26-2021 2	01-26-2021	Stray/Citizen Turn-in			#192529/F/Cat/Dsh	
01-27-2021 2	01-27-2021	Stray/Aco Pickup	Harms, Jaymee		#192570/M/Cat/Dsh	9445
01-20-2021 2	01-20-2021	Stray/Citizen Turn-in			#192410/M/Dog/Pit Bull	
01-11-2021 9	01-11-2021	Euthanasia Request Bite/Owner Turn-in		Morgan Thompson	#191990/F/Dog/Great Dane	
01-10-2021 2	01-10-2021	Stray/Aco Pickup	Rush, Theresa	Justin Barnhart	#191934/M/Dog/Pit Bull	9383
01-21-2021 1	01-21-2021	Stray/Citizen Turn-in		Tyler Harshman	#156270/M/Dog/Pit Bull	
01-27-2021 3	01-27-2021	Euthanasia Request/Owner Turn-in		Carol And Richard...	#117965/F/Dog/Cocker Spaniel	
01-05-2021 5	01-05-2021	Stray/Aco Pickup	Harms, Jaymee	Barabra Nordvall-...	#109999/F/Dog/Pug	9369
01-11-2021 5	01-11-2021	Owner Surrender/Owner Turn-in			#191961/M/Cat/Dsh	
01-09-2021 1	01-09-2021	Stray/Aco Pickup	Rush, Theresa	Cari Ranney	#127356/F/Dog/Husky	9380
01-18-2021 1	01-18-2021	Owner Surrender/Owner Turn-in		Rhoda Giles	#159527/F/Cat/Dsh	
01-26-2021 4	01-26-2021	Stray/Aco Pickup	Harms, Jaymee		#192532/M/Dog/Pit Bull	9441
End of Group	**Group count:**	**24**				

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Josie Esker, City Engineer**

AGENDA ITEM:	Receive and File High Point Lane Tree Removal Bids
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

High Point Lane Tree Clearing
Bid Opening: 10:30am 2/25/21

Contractor	Bid Bond	Total Bid Price
JIMAX	✓	$26,017.58
IRON HUSTLER	✓	$51,073.00

Attachment: High Point Lane Tree Removal - Bid Tab (2514 : Receive and File High Point Lane Tree Removal Bids)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): High Point Lane Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
N/A	

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

Attachment: High Point Lane Tree Removal - Ironhustler Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

Attachment: High Point Lane Tree Removal - Ironhustler Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

Attachment: High Point Lane Tree Removal - Ironhustler Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

A Corporation:

By IronHustler Excavating Inc.
(Corporation Name)

IL
(State of Incorporation)

By _____
(Name of Person Authorized to Sign) David G. Schielein

President
(Title)

(Corporate Seal)

OFFICIAL SEAL
VALERIE J POTENDYK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/14/22

Attest _____
(~~Secretary~~) NOTARY

Business address: 1604 W. Detweiller
Peoria, IL 61615

Phone No.: 309-691-9894

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

Attachment: High Point Lane Tree Removal - Ironhustler Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

BID BOND

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

BIDDER *(Name and Address)*:
Iron Hustler Excavating Inc.
P.O. Box 120026
Peoria, IL 61611

SURETY *(Name and Address of Principal Place of Business)*:
UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700

OWNER *(Name and Address)*:
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

BID
Bid Due Date: February 25, 2021
Description *(Project Name and Include Location)*: High Point Lane Tree Removals, Pekin IL

BOND
Bond Number: N/A
Date (Not earlier than Bid due date): February 25, 2021
Penal sum Five Percent of Amount Bid (Words) $ 5% (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

Iron Hustler Excavating, Inc (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

David G. Schielein
Print Name

President
Title

Attest: _____
Signature

Office Mgr.
Title

SURETY

UNITED FIRE & CASUALTY COMPANY (Seal)
Surety's Name and Corporate Seal

By: Sue Sleva
Signature (Attach Power of Attorney)

Sue Sleva
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Administrative Assistant
Title

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

Attachment: High Point Lane Tree Removal - Ironhustler Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

   1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

   1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

   1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: High Point Lane Tree Removal - Ironhustler Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MICHAEL G POWERS, JEFFREY K PETERSON, TERRY WELTY, KEVIN LUNE, TERESA WEST, SUE SLEVA, DIANE SWART, JULIE WRIGHT, T JAY JANSEN, HEATHER J KISLER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 26th day of May, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 26th day of May, 2020

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 26th day of May, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2021

Judith A. Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of February, 20 21.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

This paper has a colored background and void pantograph.

Attachment: High Point Lane Tree Removal - Ironhustler Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

CONTRACT DOCUMENTS

FOR

HIGH POINT LANE TREE REMOVAL

PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

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

February 2021

Project No. 20200138

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

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CONTRACT DOCUMENTS FOR
HIGH POINT LANE TREE REMOVAL
PEKIN, ILLINOIS

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~~Construction Performance Bond~~	~~PB-1-3~~
~~Construction Payment Bond~~	~~PB-4-6~~
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Appendix A – Tazewell County Prevailing Wage Rates	Cover, A-1-6

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

Plans

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General Notes and Legend	C100
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Survey and Access Control Site Plan	C200
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Landscaping Plan	C400

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

SECTION 00020
INVITATION TO BID

1.01 DESCRIPTION OF WORK

A. The proposed Work is officially known as the "High Point Lane Tree Removal" and is further described as follows:

1. Felling of trees for the future High Point Lane Storm Sewer Outfall Repairs project.

1.02 TYPE OF BID

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

1.03 TIME AND LOCATION FOR OPENING OF BIDS

A. Sealed bids for the Project will be received by City of Pekin, until 10:30 AM (prevailing time) on February 25th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

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

A. Request access to an electronic copy of the **High Point Lane Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.

D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

accordance with the Information to Bidders.

B. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.06 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.07 RIGHT TO REJECT BIDS

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

1.08 AWARD

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

SECTION 00100
INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 10:30 AM (prevailing time) on February 25th, 2021 and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

~~Performance of the Contract.~~

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

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) ~~and obtain the Performance Bond and Payment Bond~~ within three (3) business days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement ~~and Bond forms~~. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within three (3) business days of receipt of acceptable ~~Performance Bond, Payment Bond, and~~ Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within three (3) business days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the three (3) business day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

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

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

The low BIDDER shall supply the names and addresses of Major Material Suppliers and

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

Subcontractors when requested to do so by the OWNER.

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

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

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

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

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

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

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

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

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:

2. Unless otherwise required by law, the prices which have been quoted in the Bid have not

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

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

Each person signing the Bid shall certify that:

He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or

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

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

The following procedures shall be followed when complaints arise:

A. OWNER Responsibility. The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.

B. Arbitration. Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev. Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.

C. Time Limitation. Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A)

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) working days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): High Point Lane Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
02/24/2021	N/A - No Addendums JM

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: HIGH POINT LANE TREE REMOVAL

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	0.31	65088.84	20177.54
2	SEEDING, CLASS 7	ACRE	0.31	7225.94	2240.04
3	CONSTRUCTION LAYOUT, COMPLETE	L. SUM	1	1750	1750
4	MOBILIZATION	L. SUM	1	1850	1850

BASE BID: HIGH POINT LANE TREE REMOVAL

$ 26017.58 (DOLLARS AND CENTS)

Twenty Six Thousand Seventeen Dollars and Fifty Eight Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

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

5. All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By JIMAX Landscape LLC (SEAL)
(Firm Name)

Jarrod Martis, President
(General Partner)

Business address: 3545 SW JIMAX Pl, Peoria IL 61605

_____

Phone No.: 309-273-4106

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

A Corporation:

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

_____

Phone No.: _____

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum One Thousand Four Hundred Fifty 00/100 Dollars (Words) $1450.00 (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

JIMAX Landscape LLC (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

Jarrod Martin
Print Name

President
Title

Attest: _____
Signature

Officer
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

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

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

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____in the year 2021 by and between the City of Pekin (hereinafter called OWNER) and_____, hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

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

High Point Lane Tree Removal

ARTICLE 2. ENGINEER

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

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

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

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

_90_ % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

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

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

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

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).

8.2 Exhibits to this Agreement (pages ____ to _____, inclusive).

~~8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.~~

8.4 Notice of Award.

8.5. Notice to Proceed.

8.6. General Conditions (pages GC-1 to GC-57, inclusive).

8.7. Supplementary Conditions (pages SC-1 to SC-3, inclusive).

8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for HIGH POINT LANE TREE REMOVAL dated February 2021 and included in the plans bearing the title CITY OF PEKIN HIGH POINT LANE TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for CONSTRUCTION as listed on the "Cover Sheet".

8.9 Plans bearing the title CITY OF PEKIN HIGH POINT LANE TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for CONSTRUCTION as listed on the "Cover Sheet".

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

8.10 Addenda numbers _____ to ___, inclusive.

8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-5, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).

8.13 Appendix(ces) A, inclusive.

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

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

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

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

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

This Agreement will be effective on _____, 2021.

OWNER City of Pekin	CONTRACTOR
_____	
By:_____	By:_____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest_____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).	License No._____
	Agent for service of process:
	_____

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

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Notice of Award

Date: _____

Project: High Point Lane Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars ($_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. ~~Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).~~
3. Other conditions precedent:
   Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin
Owner

By: _____
Authorized Signature – Josie Esker

City Engineer
Title

Copy to Engineer

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

Notice to Proceed

Date: _____

Project: High Point Lane Tree Removal	
Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138
Contractor:	
Contractor's Address: *[send Certified Mail, Return Receipt Requested]*	

You are notified that the Contract Times under the above Contract will commence to run on_____ (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the High Point Lane Tree Removal project shall be substantially completed on or before March 30, 2021. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, ~~Performance Bond, and Payment Bond~~.

City of Pekin

Owner

Given by:

Authorized Signature – Josie Esker

Title – City Engineer

Date

Copy to Engineer

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: High Point Lane Tree Removal	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal		Date of Contract:
Contractor:		Engineer's Project No.: 20200138

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer	Owner	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

Certificate of Substantial Completion

Project: High Point Lane Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

To (Owner): City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 Attn: Josie Esker	Application Period:	Application Date:
Project: High Point Lane Tree Removal	From (Contractor):	Via (Engineer): Midwest Engineering Associates, Inc.
Owner's Contract No.:	Contract: High Point Lane Tree Removal	
	Contractor's Project No.:	Engineer's Project No.: 20200138

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE**..... $ _____
2. **Net change by Change Orders**..... $ _____
3. **Current Contract Price (Line 1 ± 2)**..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**..... $ _____
5. **RETAINAGE:**
   - a. X _____ **Work Completed**..... $ _____
   - b. X _____ **Stored Material**..... $ _____
   - c. **Total Retainage (Line 5a + Line 5b)**..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**..... $ _____
8. **AMOUNT DUE THIS APPLICATION**..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) - Midwest Engineering Associates (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) - City of Pekin (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

EJCDC C-620 Contractor's Application for Payment
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
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The Associated General Contractors of America
Skill · Responsibility · Integrity

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Endorsed by

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

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absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

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47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

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b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or

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destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

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an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

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5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

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6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide

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primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required

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by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

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subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

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maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

   a. Submit number of copies specified in the General Requirements.

   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the

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information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable
.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other

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submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

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1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater

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degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

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9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance

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established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

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12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide

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them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner

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shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

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correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may

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make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

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and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

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C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially

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complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

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and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time,

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terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

1. Supplemental Conditions;
2. Information for Bidders;
3. Bid (Proposal);
4. General Conditions;
5. Specifications/Special Provisions and Special Conditions;
6. Drawings.

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

(1)	Each Occurrence	$1,000,000
(2)	Aggregate	$1,000,000

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

(A.) Blanket Contractual Liability to include all oral and written agreements
(B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be $1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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paragraph 5.04 of the General Conditions shall not be less than the following amounts or greater where required by law:

SC-5.04.C.1 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's liability:	$500,000

SC-5.04.C.2 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	$ 2,000,000
(2)	Products – Completed Operations Aggregate	$ 1,000,000
(3)	Personal and Advertising (Injury and Property Damage) 1,000,000	$
(4)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
(5)	Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.	
(6)	Excess Liability	
	General Aggregate	$ 1,000,000
	Each Occurrence	$ 1,000,000

SC-5.04.C.3 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions.

(1) Bodily Injury:

$1,000,000	Each Person
$1,000,000	Each Accident

Property Damage:

$1,000,000	Each Accident

(2) Combined Single Limit (Bodily Injury and Property Damage):

$2,000,000	Each Accident

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SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1) General Aggregate $ 2,000,000

(2) Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, Housing Authority of the City of Pekin, and Park Court Limited shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of $50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

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SC-17. NO CHANGES

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SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
HIGH POINT LANE TREE REMOVAL
Pekin, Illinois

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed on or before March 30, 2021.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of $ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

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CONSTRUCTION SCHEDULE

Submit a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 3 calendar days of the date established for "Commencement of the Work". Indicate important stages of construction for each major portion of the work, including testing and installation of services. Provide a separate time bar to identify each major construction item. Show the following as a minimum:

- Mobilization
- Tree Removal (Felling)
- Temporary Seeding
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970,

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including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The General Contractor and all subcontractors shall be liable for compliance with all applicable provisions and regulations of the Illinois Fair Employment Practices Commission, entitled: "Required Equal Employment Opportunity Clause in all Public Contracts", and shall otherwise comply with all applicable provisions, procedures, and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission with regard to providing equal employment opportunities for any persons working on or otherwise assisting with this project, as provided in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

ILLINOIS PREVAILING WAGE ACT:

- All work of this contract shall be subject to the provisions of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The General Contractor and Subcontractors shall be liable for compliance with this Act.

- If, the course of work under this Contract, the Department of Labor revised the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

The Contractor shall provide submittals as listed in individual sections in minimum quantities noted, or as follows:

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.

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- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineerat the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.

- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.

- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.

- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.

- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.

- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.

- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the "substantially complete" Punch List items in accordance with the provision stated thereon.

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REFER TO SHEET C110 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

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APPENDIX A

TAZEWELL COUNTY PREVAILING WAGES

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Tazewell County Prevailing Wage Rates posted on 1/13/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		38.25	40.75	1.5	1.5	2.0	2.0	8.15	13.45	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

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MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70
PILEDRIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85

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Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

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tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

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Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

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Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Attachment: High Point Lane Tree Removal - JIMAX Bid (2514 : Receive and File High Point Lane Tree Removal Bids)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Josie Esker, City Engineer**

AGENDA ITEM:	Receive and File Lake Kennedy Tree Removal Bids
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

Lake Kennedy Tree Clearing
Bid Opening: 11:00am 2/25/21

Contractor	Bid Bond	Total Bid Price
JIMMY	✓	18405.22
IRON HUSTLER	✓	60528.00

Attachment: Lake Kennedy Tree Removal - Bid Tab (2513 : Receive and File Lake Kennedy Tree Removal Bids)

CONTRACT DOCUMENTS

FOR

LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

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

February 2021

Project No. 20200139

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

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CONTRACT DOCUMENTS FOR
LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL
PEKIN, ILLINOIS

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Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

SECTION 00020
INVITATION TO BID

1.01 DESCRIPTION OF WORK

A. The proposed Work is officially known as "Lake Kennedy Debris and Trash Reduction Tree Removal" and is further described as follows:

1. Felling of trees for the future Lake Kennedy Debris and Trash Reduction project.

1.02 TYPE OF BID

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

1.03 TIME AND LOCATION FOR OPENING OF BIDS

A. Sealed bids for the Project will be received by City of Pekin, until 11:00 AM (prevailing time) on February 25th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

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

A. Request access to an electronic copy of the **Lake Kennedy Debris and Trash Reduction Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.

D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

accordance with the Information to Bidders.

B. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.06 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.07 RIGHT TO REJECT BIDS

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

1.08 AWARD

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

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

SECTION 00100
INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 11:00 AM (prevailing time) on February 25th, 2021 and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

~~Performance of the Contract.~~

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

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) ~~and obtain the Performance Bond and Payment Bond~~ within three (3) business days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement ~~and Bond forms~~. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within three (3) business days of receipt of acceptable ~~Performance Bond, Payment Bond, and~~ Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within three (3) business days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the three (3) business day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

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

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

The low BIDDER shall supply the names and addresses of Major Material Suppliers and

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Subcontractors when requested to do so by the OWNER.

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

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

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

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

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

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

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

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

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:

2. Unless otherwise required by law, the prices which have been quoted in the Bid have not

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

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

Each person signing the Bid shall certify that:

He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or

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

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

The following procedures shall be followed when complaints arise:

A. OWNER Responsibility. The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.

B. Arbitration. Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev. Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.

C. Time Limitation. Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A)

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) working days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.

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

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): Lake Kennedy Debris and Trash Reduction Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
02123121	N/A

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	1.00	13800.19	13800.19
2	SEEDING, CLASS 7	ACRE	1.00	2105.03	2105.03
3	CONSTRUCTION LAYOUT, COMPLETE	L. SUM	1	1250	1250
4	MOBILIZATION	L. SUM	1	1250	1250

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

$ 18405.22 (DOLLARS AND CENTS)

Eighteen Thousand Four Hundred Five Dollars and Twenty Two Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

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

5. All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By JIMAX Landscape LLC (SEAL)
(Firm Name)

Jarrod Martis, President
(General Partner)

Business address: 3545 SW JIMAX Place, Peoria IL 61605

_____

Phone No.: 309-273-4106

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum NINE HUNDRED TWENTY FIVE DOLLARS 00/100 (Words) $ 925.00 (Figures)

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

BIDDER	**SURETY**
JIMAX Landscape LLC (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Jarod Martis	_____
Print Name	Print Name
President	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Officer	_____
Title	Title

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

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

A Corporation:

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

_____

Phone No.: _____

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

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

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

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____in the year 2021 by and between the City of Pekin (hereinafter called OWNER) and_____, hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

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

Lake Kennedy Debris and Trash Reduction Tree Removal

ARTICLE 2. ENGINEER

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

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

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

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

_90_ % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on

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

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

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

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional

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examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).

8.2 Exhibits to this Agreement (pages ____ to _____, inclusive).

~~8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.~~

8.4 Notice of Award.

8.5. Notice to Proceed.

8.6. General Conditions (pages GC-1 to GC-57, inclusive).

8.7. Supplementary Conditions (pages SC-1 to SC-3, inclusive).

8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL dated February 2021 and included in the plans bearing the title CITY OF PEKIN LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for Construction as listed on the “Cover Sheet”.

8.9 Plans bearing the title CITY OF PEKIN LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for Construction as listed on the “Cover Sheet”.

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

8.10 Addenda numbers _____ to ___, inclusive.

8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-5, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).

8.13 Appendix(cies) A, inclusive.

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

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

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

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

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

This Agreement will be effective on _____, 2021.

OWNER City of Pekin	CONTRACTOR
_____	
By:_____	By:_____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest_____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).	License No._____ Agent for service of process: _____

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

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Notice of Award

Date: _____

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars ($_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. ~~Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).~~
3. Other conditions precedent:
   Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin
Owner

By: _____
Authorized Signature – Josie Esker

City Engineer
Title

Copy to Engineer

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Notice to Proceed

Date: _____

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139
Contractor:	
Contractor's Address: *[send Certified Mail, Return Receipt Requested]*	

You are notified that the Contract Times under the above Contract will commence to run on_____ (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the Lake Kennedy Debris and Trash Reduction Tree Removal project shall be substantially completed on or before March 30, 2021. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, ~~Performance Bond, and Payment Bond~~.

City of Pekin

Owner

Given by:

Authorized Signature – Josie Esker

Title – City Engineer

Date

Copy to Engineer

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: Lake Kennedy Debris and Trash Reduction Tree Removal	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal		Date of Contract:
Contractor:		Engineer's Project No.: 20200139

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer	Owner	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Certificate of Substantial Completion

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 Attn: Josie Esker	From (Contractor):	Via (Engineer): Midwest Engineering Associates, Inc.
Project: Lake Kennedy Debris and Trash Reduction Tree Removal	Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20200139

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE** ..... $ _____
2. **Net change by Change Orders** ..... $ _____
3. **Current Contract Price (Line 1 ± 2)** ..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)** ..... $ _____
5. **RETAINAGE:**
   - a. X _____ **Work Completed** ..... $ _____
   - b. X _____ **Stored Material** ..... $ _____
   - c. **Total Retainage (Line 5a + Line 5b)** ..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)** ..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** ..... $ _____
8. **AMOUNT DUE THIS APPLICATION** ..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)** ..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) - Midwest Engineering Associates (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) - City of Pekin (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

EJCDC C-620 Contractor's Application for Payment
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America — Skill Responsibility Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

EJCDC C-700 Standard General Conditions of the Construction Contract
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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

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absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

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47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

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b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or

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destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

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an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

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5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

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6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide

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primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required

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by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

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subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

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maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

   a. Submit number of copies specified in the General Requirements.

   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the

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information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable
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B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other

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submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

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1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater

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degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

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9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance

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established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

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12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide

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them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner

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shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

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correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may

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make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

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and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

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C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially

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complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

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and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time,

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terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

1. Supplementary Conditions;
2. Information for Bidders;
3. Bid (Proposal);
4. General Conditions;
5. Specifications/Special Provisions and Special Conditions;
6. Drawings.

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

(1)	Each Occurrence	$1,000,000
(2)	Aggregate	$1,000,000

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

(A.) Blanket Contractual Liability to include all oral and written agreements
(B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be $1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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paragraph 5.04 of the General Conditions shall not be less than the following amounts or greater where required by law:

SC-5.04.C.1 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's liability:	$500,000

SC-5.04.C.2 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	$ 2,000,000
(2)	Products – Completed Operations Aggregate	$ 1,000,000
(3)	Personal and Advertising (Injury and Property Damage)	$ 1,000,000
(4)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
(5)	Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.	
(6)	Excess Liability	
	General Aggregate	$ 1,000,000
	Each Occurrence	$ 1,000,000

SC-5.04.C.3 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions.

(1) Bodily Injury:

$1,000,000	Each Person
$1,000,000	Each Accident

Property Damage:

$1,000,000	Each Accident

(2) Combined Single Limit (Bodily Injury and Property Damage):

$2,000,000	Each Accident

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SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	General Aggregate	$ 2,000,000
(2)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, and Ameren shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of $50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

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SC-17. NO CHANGES

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SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
LAKE KENNEDY DEBRIS AND TRASH REDUCTION REE REMOVAL
Pekin, Illinois

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed on or before March 30, 2021.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of $ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

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CONSTRUCTION SCHEDULE

Submit a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 3 calendar days of the date established for "Commencement of the Work". Indicate important stages of construction for each major portion of the work, including testing and installation of services. Provide a separate time bar to identify each major construction item. Show the following as a minimum:

- Mobilization
- Tree Removal (Felling)
- Temporary Seeding
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970,

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including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The General Contractor and all subcontractors shall be liable for compliance with all applicable provisions and regulations of the Illinois Fair Employment Practices Commission, entitled: "Required Equal Employment Opportunity Clause in all Public Contracts", and shall otherwise comply with all applicable provisions, procedures, and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission with regard to providing equal employment opportunities for any persons working on or otherwise assisting with this project, as provided in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

ILLINOIS PREVAILING WAGE ACT:

- All work of this contract shall be subject to the provisions of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The General Contractor and Subcontractors shall be liable for compliance with this Act.

- If, the course of work under this Contract, the Department of Labor revised the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

The Contractor shall provide submittals as listed in individual sections in minimum quantities noted, or as follows:

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.

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- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineerat the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.

- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.

- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.

- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.

- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.

- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.

- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the "substantially complete" Punch List items in accordance with the provision stated thereon.

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REFER TO SHEET C110 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

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APPENDIX A

TAZEWELL COUNTY PREVAILING WAGES

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Tazewell County Prevailing Wage Rates posted on 1/13/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		38.25	40.75	1.5	1.5	2.0	2.0	8.15	13.45	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

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MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70
PILEDRIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85

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Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

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tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Attachment: Lake Kennedy Tree Removal - JIMAX Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): Lake Kennedy Debris and Trash Reduction Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
N/A	

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	1.00	$52,568/ac	$52,568.00
2	SEEDING, CLASS 7	ACRE	1.00	$ 4,600/ac	$ 4,600.00
3	CONSTRUCTION LAYOUT, COMPLETE	L. SUM	1	$ 234/hr.	$ 1,872.00
4	MOBILIZATION	L. SUM	1	$ 186/hr	$ 1,488.00

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

$ 60,528.00 (DOLLARS AND CENTS)

Sixty thousand five hundred twenty-eight and 00/100 dollars******

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

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

5. All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

A Corporation:

By Ironhustler Excavating Inc.
(Corporation Name)

IL
(State of Incorporation)

By _____
(Name of Person Authorized to Sign) David G. Schielein

President
(Title)

(Corporate Seal)

OFFICIAL SEAL
VALERIE J POTENDYK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/14/22

Attest _____
(Secretary) NOTARY

Business address: 1604 W. Detweiller
Peoria, IL 61615

Phone No.: 309-691-9894

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

BID BOND

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

BIDDER *(Name and Address)*:
Iron Hustler Excavating Inc.
P.O. Box 120026
Peoria, IL 61611

SURETY *(Name and Address of Principal Place of Business)*:
UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700

OWNER *(Name and Address)*:
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

BID
Bid Due Date: February 25, 2021
Description *(Project Name and Include Location)*: Lake Kennedy Debris and Trash Reduction Tree Removal Pekin, IL

BOND
Bond Number: N/A
Date (Not earlier than Bid due date): February 25, 2021
Penal sum Five Percent of Amount Bid (Words) $ 5% (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

Iron Hustler Excavating, Inc (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature

David G. Schielein
Print Name

President
Title

Attest: [signature]
Signature

Office Mgr.
Title

SURETY

UNITED FIRE & CASUALTY COMPANY (Seal)
Surety's Name and Corporate Seal

By: [signature]
Signature (Attach Power of Attorney)

Sue Sleva
Print Name

Attorney-in-Fact
Title

Attest: [signature]
Signature

Administrative Assistant
Title

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

Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

   1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

   1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

   1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MICHAEL G POWERS, JEFFREY K PETERSON, TERRY WELTY, KEVIN LUNE, TERESA WEST, SUE SLEVA, DIANE SWART, JULIE WRIGHT, T JAY JANSEN, HEATHER J KISLER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 26th day of May, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 26th day of May, 2020

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J Richmann
Vice President

State of Iowa, County of Linn, ss:

On 26th day of May, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2021

Judith A Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of February, 2021.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

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Attachment: Lake Kennedy Tree Removal - Ironhustler Bid (2513 : Receive and File Lake Kennedy Tree Removal Bids)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Sue McMillan, City Clerk**

AGENDA ITEM:	Resolution No. 223-20/21 Publication of the Zoning Map as of December 31, 2020
ACTION REQUESTED:	Approve and Adopt the 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, 2020. The City approved 4 Zoning Ordinances in 2020, 1507, 1509, 1511 Terrace Blvd R-4 to P-1; Property Bounded by Koch Street and Hanna Drive I-1 to AG; 740 Prince Street R4 to RM-2; Parking Lot 1111 Broadway B-1 to B-3.

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, 2020 is available for public inspections in the Office of the City Clerk.

FINANCIAL IMPACT: Cost of publication of the Notice to the Public

Requested Amount: $25.00 (estimate)
Line Item: 100-004-551000
Budgeted Amount: $1,750.00
Remaining Funds: $0 (unanticipated expense for publication of City owned parcels of property to be sold)

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

IMPACT IF DENIED: State Statutes non-conformance

ALTERNATIVES: None

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
X	**Efficient and Effective Municipal Operations.** A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager 3/5/2021

Date:

WHEREAS, pursuant to 65 ILCS 5/11-13-19 the corporate authorities shall publish no later than March 31 of each year a map of existing zoning classifications for the preceding calendar year, and;

WHEREAS, new zoning classifications have been assigned to the following parcels from the last-published Zoning Map as of December 31, 2019:

1507, 1509, 1511 Terrace Blvd: R-4 to P-1
04-04-35-111-008
04-04-35-111-007
04-04-25-111-006

Property Bounded by Koch Street and Hanna Drive: I-1 to AG
10-10-10-200-005

740 Prince Street: R4 to RM-2
04-10-02-138-039

Parking Lot 1111 Broadway: B-1 to B-3
04-04-35-452-009

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

Section 1. The City Clerk is hereby directed to publish in pamphlet form the Zoning Map of the City of Pekin, December 31, 2020, revision, hereunto attached as Exhibit A, and to publish notice in a newspaper published within the City that the Zoning Map is available for inspection at City Hall.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Pekin Zoning Classification

Through December 31, 2020

Zoning Classification

- 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
- Municipal Boundary

Credits: Pekin GIS Office
Scale: 1:10,400
Name: Zoning
Date Saved: 3/4/2021 3:16 PM
User: cloudpoint
Path: E:\GIS\Working\ProProjects\Print_Layouts\Print Layouts.aprx

Esri Community Maps Contributors, County of Peoria, Missouri Dept. of Conservation, Missouri DNR, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

0.5 0.25 0 0.5 1 1.5 Miles

Attachment: Zoning2020 (2515 : Resolution No. 223-2021 Publication of the Zoning Map as of December 31, 2020)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Sue McMillan, City Clerk**

AGENDA ITEM: Resolution No. 224-20/21 Mayor's Appointment of Kelly Madden to the Pekin Planning Commission

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Date:

Resolution No. 224-20/21 Mayor's Appointment of Kelly Madden to the Pekin Planning Commission

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION NO. 224-20/21

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the Mayor's appointment of Kelley Madden to the Pekin Planning Commission to fill the unexpired term of Eric Hill until May 15, 2021 is hereby approved.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 8th day of March 2021.

_____
Mayor Mark A. Luft

ATTEST:

_____
City Clerk Sue E. McMillan

Attachment: APPOINTMENT MADDEN PEKIN PLANNING COMMISSION (2527 : Resolution No. 224-20/21 Mayor's Appointment of Kelly Madden

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Sue McMillan, City Clerk**

AGENDA ITEM: Proclamation Supermarket Employee Day

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Date:

Office of the Mayor

Proclamation

***WHEREAS**, there are nearly six million supermarket employees in the United States; and*

***WHEREAS**, in the Pekin area, there are 1,566 food retail jobs that generate approximately $214.7 million in economic activity; and*

***WHEREAS**, supermarket employees provide all Americans with access to safe, healthy and affordable food; and*

***WHEREAS**, supermarket employees work to enhance the health and well-being of each customer; and*

***WHEREAS**, supermarket employees contribute and volunteer countless hours in their communities; and*

***WHEREAS**, supermarket employees face unprecedented challenges keeping grocery shelves stocked during the COVID-19 Pandemic; and*

***WHEREAS**, supermarket employees have and continue to meet and exceed these challenges, while displaying courage, compassion, dedication and leadership, as well as exemplifying customer service and community outreach; and*

***WHEREAS**, the need for supermarket employees is greater than ever because of current and growing consumer demands as well as their reputation for excellence;*

***NOW, THEREFORE, BE IT RESOLVED** that I, Mark Luft, Mayor of the City of Pekin, Illinois, do hereby proclaim February 22, 2021, to be*

"SUPERMARKET EMPLOYEE DAY"

in the City of Pekin, Tazewell County, Illinois and ask all citizens to join in honoring our Supermarket Heroes.

***APPROVED**, this 22nd day of February, in the Year of Our Lord, Two Thousand and twenty-one.*

_____
Mark A. Luft, Mayor

Attest:

_____
Sue E. McMillan, City Clerk

Attachment: SUPERMARKET EMPLOYEE DAY (2510 : Proclamation Supermarket Employee Day)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Mark Rothert, City Manager**

AGENDA ITEM: Motion to Rescind Previous Action on Site Plan Denial for 1111 Broadway Project at 2/22/21 Meeting

At the regular meeting of the City Council on February 22, 2021, the Council considered Ordinance No. 2953-21/22 - Site Plan Approval for 1111 Broadway Street. The proposed Site Plan had previously been reviewed and recommended for approval by the Pekin Planning Commission. After input from members of the public and discussion by the Council, the Ordinance failed to pass by a vote of 1 "Yea" and 6 "nays." It has come to the attention of staff that the developer on the project was on the line during the Zoom call, but due to technical difficulties was unable to address the Council. Due to this and other procedural issues, City staff has recommended reconsideration of the Site Plan approval in order to give the developer an opportunity to address the Council and to ensure a clear record of the proceedings.

If passed, a motion to rescind the vote on Ordinance No. 2953-21/22 will result in the Ordinance being treated as though the initial motion to approve the Ordinance had not been made. Ordinance No. 2953-21/22 would then be presented to the Council as New Business at a later meeting.

REQUIRED SIGNATURES

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

City Manager:
Date:

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Mark Rothert, City Manager**

AGENDA ITEM:	Ordinance No. 2962-20/21 Annexation of 1704 and 1706 Karo St. (Petitioner Tony LaHood)
ACTION REQUESTED:	Approve and Adopt the Ordinance.

DESCRIPTION: A petition signed and verified by Tony LaHood ("Petitioner") has been filed with the City Clerk pursuant to and in conformance with 65 ILCS 5/7-1-8 requesting annexation to the City of Pekin of a certain tract of land hereinafter described (the "Territory"). A map showing the location of the Territory with respect to the current corporate limits of the City of Pekin is attached hereto as Exhibit A. The City has provided proper notice of the proposed annexation of the Territory to the City as required by law to the Cincinnati Fire Protection District and Cincinnati Township no less than ten (10) days prior to enacting this Ordinance for annexation. It appears that the Petitioner is the sole owner of record of the Territory; that no electors reside within the Territory; that the Territory is not within the corporate limits of any municipality; and that the Territory is continuous to the present corporate limits of the City of Pekin.

Staff is therefore recommending approval of the annexation. In discussions with Cincinnati Township Highway Commissioner, he has verbally agreed that the township will continue with road maintenance on Karo Street, in front of the property to be annexed. This arrangement will be formalized through a forthcoming intergovernmental agreement.

FINANCIAL IMPACT:	N/A
Requested Amount: Line Item: Budgeted Amount: Remaining Funds:	
IMPACT IF APPROVED:	Property will be annexed to the City
IMPACT IF DENIED:	Property will not be annexed to the City
ALTERNATIVES:	N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its $63 million dollar obligation.

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

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Date:

WHEREAS, a petition signed and verified by Tony LaHood ("Petitioner") has been filed with the City Clerk pursuant to and in conformance with 65 ILCS 5/7-1-8 requesting annexation to the City of Pekin of a certain tract of land hereinafter described (the "Territory"); and

WHEREAS, a map showing the location of the Territory with respect to the current corporate limits of the City of Pekin is attached hereto as Exhibit A; and

WHEREAS, the City has provided proper notice of the proposed annexation of the Territory to the City as required by law to the Cincinnati Fire Protection District and Cincinnati Township no less than ten (10) days prior to enacting this Ordinance for annexation; and

WHEREAS, it appears that the Petitioner is the sole owner of record of the Territory; that no electors reside within the Territory; that the Territory is not within the corporate limits of any municipality; and that the Territory is continuous to the present corporate limits of the City of Pekin; and

WHEREAS, after a hearing held on February 10, 2021, pursuant to Section 4-3-3-4 of the City Code, the Pekin Planning and Zoning Commission has recommended that the Territory be classified as R-1, being the zoning classification that most closely conforms with the zoning of the Territory that existed prior to annexation.

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

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

Section 2. The Territory is hereby annexed to the City of Pekin, Tazewell County, Illinois, said Territory being more particularly described as follows, to-wit:

Lots 20 and 21 of Dallas Subdivision #2 as shown on plat thereof recorded in Plat Book "L", Page 135, of the records of the Tazewell County Recorder, situated in Tazewell County, Illinois.

PINs: 10-10-09-205-004 and 10-10-09-205-005

Section 3. Upon annexation, the Territory shall be classified in the R-1 zoning district, in accordance with the recommendation of the Pekin Planning and Zoning Commission.

Section 4. The City Clerk is hereby authorized and directed to file for record in the office of the Recorder of Deeds of Tazewell County, Illinois, and in the office of the Clerk of Tazewell County, Illinois, a certified copy of this Ordinance together with the map attached hereto as Exhibit A.

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

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

_____
MAYOR

ATTEST:

_____

CITY CLERK

PETITION FOR ANNEXATION

Tony LaHood, (the "Petitioners") hereby petition and request the City of Pekin, Illinois, to annex the following described territory, as depicted on Exhibit A, attached hereto and incorporate by reference, to the City of Pekin, to-wit:

SEC 09 T24N R5W DALLAS SUBD #2 LOT 21 NE ¼, and
SEC 09 T24N R5W DALLAS SUBD #2 LOT 20 NE ¼

PIN: 10-10-09-205-004 and 10-10-09-205-005

(hereinafter the "Territory"). In support of this petition, the Petitioner(s) certify as follows:

1. The Territory is not presently within the corporate limits of any municipality.
2. The Territory is contiguous to the City of Pekin, Illinois.
3. The Petitioner(s) is/are the sole owner(s) of record of all land within the Territory.
4. The Petitioner(s) is/are the sole elector(s) residing within the Territory.

The Petitioner(s) request(s) that the corporate authorities of the City of Pekin consider the question of the annexation of the Territory, adopt an Ordinance annexing the Territory to said City and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

The Petitioners acknowledge that the Territory will upon annexation be subject to all City Codes and Ordinances and understands that they are assumed to have knowledge of all relevant provisions of City Codes and Ordinances.

PETTIONERS:

[Name}

Anthony P. LaHood
[Name]

Attachment: LaHood Annexation Petition (2520 : Ordinance No. 2962-20/21 Annexation of 1704 and 1706 Karo St. (Petitioner Tony LaHood))

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Anthony [Name(s)] LaHood, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and on oath stated that s/he/they have read the foregoing instrument and that the same is true and correct, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of January, ~~2020~~ 2021.

Susanne I Stumpf
Notary Public

(Notarial Seal)

"OFFICIAL SEAL"
SUSANNE I STUMPF
Notary Public, State of Illinois
My Commission Expires 2/3/2023

Attachment: LaHood Annexation Petition (2520 : Ordinance No. 2962-20/21 Annexation of 1704 and 1706 Karo St. (Petitioner Tony LaHood))



Attachment: Annexation Map (2520 : Ordinance No. 2962-20/21 Annexation of 1704 and 1706 Karo St.

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Sarah Newcomb, Human Resources Dir**

AGENDA ITEM: Resolution No. 225-20/21 Empower Health Biometric Screening

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Wellness Committee of the City of Pekin has conducted an annual health fair for more than twenty years for its full and part-time employees and the full health fair has traditionally been held in October. Due to issues with COVID, the City did not hold a health fair this past year. The human resources staff continued to look at options for biometric screenings for employees and has confirmed that Empower Health Services, LLC, previously known as Wellness, Inc is available for in-person biometric screenings March 29, 30 and 31st in Pekin. The Fire Department also has annual fitness requirements which may partially be met by conducting the biometric screenings.

The human resources staff has been in contact with Empower Health and they have assured staff they can conduct the screenings safely in light of COVID-19 and are willing to add the third day to accommodate those requirements if necessary. Depending on approval from Council, the City may be able to include retirees on the health insurance plan in the screenings as well. Previous health fairs have included full and part-time employees and retirees and we have seen approximately 220 attendees. Empower Health has provided a fair per person price of $118.00 per screening.

The City of Pekin and Empower Health have a long-standing relationship and the Human Resources Department is pleased they are available to return to service for our employees. The Human Resources Department is pleased to be able to continue our long tradition of providing this benefit for our employees and retirees.

FINANCIAL IMPACT:

Requested Amount:	$8,850- $26,550 (dependent on number of screenings scheduled)
Line Item:	695-095-516700
Budgeted Amount:	$65,060
Remaining Funds:	$52,532.05

IMPACT IF APPROVED: Human Resources will contact Empower Health to fully execute the Agreement and an information campaign will begin to quickly provide appointment requests for all current full, part-time employees and retirees for the March 29, 30 and 31st dates.

IMPACT IF DENIED: Biometric screenings will be provided to the Fire Department staff because the screenings are part of their annual fitness requirements and other full-time employees who are enrolled in the self-insured health plan only to keep costs under $15,000.00.

ALTERNATIVES: Provide screenings for Fire Department only for approximately $8,850 (minimum contractual obligation)

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Date:

Resolution No. 225-20/21 Empower Health Biometric Screening Agreement

WHEREAS, The City of Pekin has for many years conducted and employee health fair which included biometric screenings for full and part-time employees; and

WHEREAS, the health of City employees is vital to a productive, effective, and energetic workforce; and

WHEREAS, the City staff felt the full health fair, which would normally have been held in October of 2020, would not be in the best interest of the health of employees due to COVID-19; and

WHEREAS, as an alternative, City staff recommends engaging Empower Health Services, LLC to conduct individual in-person screenings of employees, retirees, and their spouses on March 29, 30 and 31; and

WHEREAS, since instances of COVID-19 are decreasing and vaccines have been and are becoming available for City employees, and both parties having discussed COVID protocols, the City and Empower Health Services, LLC, are confident the screenings can be completed safely; and

WHEREAS, both parties desire to enter into an agreement for biometric screenings for full and part-time employees, retirees, and their spouses pursuant to the terms of the Empower Health Services, LLC Biometric Screening Agreement.

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

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

Section 2. The Empower Health Services, LLC Biometric Screening Agreement is approved in substantially the form attached hereto as Exhibit A.

Section 3. The Mayor and City Clerk are authorized and directed to execute and attest to the Vehicle Maintenance Agreement, with such changes as the Mayor, in his discretion, deems appropriate.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

Empower Health Services, LLC Biometric Screening Agreement

1. This Agreement ("Agreement") is entered into as of 02/22/2021 (the "Effective Date") by and between **Empower Health Services, LLC.** ("Provider") and **City of Pekin, IL** ("Company"). By purchasing the services specifically set forth in **Exhibit A** ("Services") from Provider, Provider and Company hereby agree to be duly bound by the terms and conditions set forth herein. This is a one-time agreement for biometric screening services and may be renewed for future years by mutual consent.

2. **Provider Services.** Provider shall perform the Services for eligible persons as defined by Company (each a "Participant") at mutually agreed upon scheduled events, locations and times (collectively "Events") subject to the availability of vaccine/supplies and personal protective equipment.

   After the completion of each screening program, the Provider will provide the Company with one aggregate report of all screening Participants. To maintain confidentiality of all participants, an aggregate report will only be provided when the total number screened is at least 25. Individual online screening results will be available to participants between 3 and 7 business days of the screening event. Once the participant creates an online account at empowerhealthservices.info they will have access to the site and web tools for a twelve (12) month period from the date of their registration.

3. **Fees and Payment Terms**. Company will pay Provider service fees ("Fees") for the Services as set forth in **Exhibit A** of this Agreement. In addition to the Fees specified in Exhibit A, Company must also pay Provider any additional fees that are authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

4. **Company Responsibilities**. In addition to Company's payment obligations set forth in **Exhibit A**, Company shall assist Provider with promotion of the Services to its Participants, and if applicable, Company shall provide Provider an eligibility file as directed by Provider and each party agrees to act in accordance with the Business Associate Addendum ("BAA") attached as **Exhibit B** to this agreement. Company shall also assist Provider in obtaining any necessary Participant consents, authorizations, or agreements with third parties, as may be required under federal or state law, in order for Provider to receive PHI when necessary or to: (i) perform its obligations herein; or (ii) to use such PHI for research, creating comparative databases, or statistical analysis.

5. **Work Environment.** Company will provide a clean and properly maintained workspace for Provider to conduct the event in a highly visible setting that will enable Provider to safely provide Services to Recipients seeking such service. Company will provide furniture at its sole risk to include, but not limited to, tables and chairs. Provider will not be responsible for the proper maintenance of any property supplied by Company, including but not limited to tables, chairs and physical space provided to Provider and Recipients.

6. **Liability**. The parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, which arise out of the indemnifying party's negligence or willful misconduct. Provider's shall provide professional liability insurance with a maximum coverage of 1 million dollars per occurrence and 2 million dollars aggregate. Edwards Risk Management, Inc. will be listed as additionally insured and a certificate of insurance will be issues.

v07012020

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

7. **HIPAA.** To the extent that, in performing the Services, Provider is deemed a Business Associate (as defined under HIPAA) of Company, then Provider shall perform the functions of a Business Associate in accordance with the Business Associate Agreement attached hereto as **Exhibit B**. Company agrees to cooperate with Provider to the extent necessary so that Provider may fulfill said obligations as set forth by HIPAA.

8. **General Terms**. Each party shall substantially comply with all applicable laws. This Agreement is governed by and construed in accordance with the laws of the State of Arizona, except as to any applicable federal laws, without giving effect to the principles of conflicts of law thereof. The terms and conditions of this Agreement may be changed from time to time upon mutual written agreement of the parties. The relationship between Provider and Company is solely that of independent contractors. All terms and conditions are applicable to the extent permitted by law. Neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, such consent shall not be unreasonably withheld. Any provisions herein, that, by their nature, extend beyond the expiration of the Agreement shall survive and shall remain in effect until all such obligations are satisfied. These terms and conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. By signing below, the parties agree to be bound by the terms of this Agreement.

Signature Page to Follow

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

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

Print Name: _____

Print Title: _____

Date:_____

Signature:

_____

Empower Health Services
4205 Westbrook Dr.
Aurora, IL 60504

Print Name: Gary M. Fine

Print Title: Chief Executive Officer

Date: 02/22/2021

Signature:



v07012020

EXHIBIT A - SERVICES, FEES, AND PAYMENT TERMS

a. Invoice Details

Bill To Contact:	
Bill To Address:	
Additional Information/ Invoice Requirements:	

b. **Base Fee.** All fees for the Services provided under this Agreement shall be as set forth in this Exhibit A.

Product	Component	Rate	Billing Responsibility
On-site Program	● 37 component comprehensive blood chemistry profile ● Blood Pressure Reading ● Self-Reported Height and Weight ● Body Mass Index ● Empower Profile ● Standard promotional materials, online registration, account management services, personal reports, aggregate reporting	$118.00 per participant	Billed to the City of Pekin for all active employees and spouses as well as retirees and spouses
Individual/Offsite Program	● 37 component comprehensive blood chemistry profile ● Self-Reported Blood Pressure Reading	$118.00 per participant	Billed to the City of Pekin for all active employees and spouses as well as retirees and spouses

v07012020

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

	● Self-Reported Height and Weight ● Body Mass Index ● Empower Profile ● Standard promotional materials, online registration, account management services, personal reports, aggregate reporting		
Additional Blood Test Options	● A variety of other preventive blood tests	Varies	$15.00 copay per test Balance billed to the City of Pekin for all active employees and spouses as well as retirees and spouses

c. **Minimum Fees.** Company will be invoiced for a minimum of:

- 75 screening participants for each AM screening event
- 5 participants for the off-site testing program

d. **Additional Fees:**

- Standard individual and aggregate reporting included
- Additional ad-hoc reporting will be billed at $165 per hour.
- Incentive data file transfer provided at no cost
- A $10 fee per participant will apply to any individuals who register for off-site testing and do not complete testing by the close of the program
- Standard outbound data transfers will be billed at $165 per data transfer.

f. **Cancellation Charges**. Company will be assessed cancellation charges for any Event(s) canceled as follows:

(i) Event cancellation of less than six (6) weeks, but greater than or equal to four (4) weeks to the first day of the scheduled Event will result in a $150 fee as well as charges for any special ordered supplies and/or services rendered including online registration fees from date of signed order to cancellation date;

(ii) Event cancellation of less than four (4) weeks, but greater than or equal to three (3) weeks to the first day of the scheduled Event will result in a $250 as well as charges for special order supplies and/or services rendered including online registration fees from date of signed order to cancellation date;

(iii) Event cancellation less than three (3) weeks, but greater than or equal to two (2) weeks prior to the first day of the scheduled Event will result in a $500 as well as charges for any special order supplies and/or services rendered

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

including online registration fees from date of signed order to cancellation date from date of signed order to cancellation date;

(iv) Event cancellation less than two (2) weeks prior to the first day of the scheduled Event will result in a $1000 fee as well as charges for any special order supplies and/or services rendered including online registration fees from date of signed order to cancellation date. Events being held at Public Works Facilities that are cancelled within 2 weeks – 24 hours before the event will not incur any cancellation services. Events being held at Public Works Facilities that are cancelled within 24 hours of the event will incur a $200 cancellation fee.

(v) Weather Related Company Cancellation: Events being threatened by an imminent weather condition may be rescheduled at no cost with notification by 3pm, CST the day before an event. Imminent weather condition is defined as a "Storm Warning" (tornado/snow/ice) or other forecasted natural disaster such as a hurricane, earthquake or forest fire as categorized by the National Weather Service - http://www.nws.noaa.gov/. Loss of power or other serious facility issues resulting in the closure of a site rendering the building unsafe and closed to the public and employees the day before or day of an event will not result in a cancellation/rescheduling fee provided the notification to the provider is given a minimum of 4 business hours prior to the event. Vendor reserves the right to verify information with local regulatory agencies, utility companies and/or client locations. Events may be canceled by the Provider if the weather conditions make for unsafe travel for screening staff. Event canceled by service providers will be rescheduled at no cost to the Company.

For purposes of section f, a screening event date is considered scheduled when there is an agreement and approval between EHS and the Company representative for a minimum of confirming the date and location of the event.

g. **Non-Payment.** Failure of Company to pay all fees and/or cancellation charges within sixty (60) days after the due date will constitute a material breach of this Agreement and Provider may cancel all remaining Events with notice to Company. Cancellation of Events pursuant to this section shall not relieve Company of its obligation to pay the cancellation charges and all accrued and unpaid fees and reimbursement.

h. **Late Payment.** Payments not received within sixty (60) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

EXHIBIT B – BUSINESS ASSOCIATE ADDENDUM

This Business Associate Agreement (the "Agreement"), effective as set forth below, is by and between **City of Pekin, IL** (the "Covered Entity") and Empower Health Services, LLC (the "Business Associate"). The parties agree as follows.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following prescribed meanings.

"Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.

"Data Aggregation Services" means, with respect to Protected Health Information created or received by the Business Associate, the combining of such Protected Health Information by the Business Associate with protected health information (as defined in HIPAA) received by the Business Associate in its capacity as a business associate (as defined in HIPAA) of another covered entity (as defined in HIPAA), to permit data analyses that relate to the health care operations of the respective covered entities, including the Covered Entity.

"Electronic Media" means electronic storage media on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card, and transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, if the information exchanged did not exist in electronic form immediately before the transmission.

"Electronic Protected Health Information" means Protected Health Information that is (i) transmitted by Electronic Media, or (ii) maintained in any medium described as Electronic Media.

"HIPAA" means the security and privacy requirements applicable to health care Covered Entity as reflected in 42 U.S.C. 1320d *et.seq.* and such regulations as may be promulgated thereunder from time to time (currently, 45 CFR 164.102 through 164.534).

"HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 *et. seq.* and such regulations as may be promulgated thereunder from time to time.

"Protected Health Information" means individually identifiable health information created by, for or on behalf of the Covered Entity that is (i) transmitted by Electronic Media, (ii) maintained in any medium described as Electronic Media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" does not include individually

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

identifiable health information in: (i) education records covered by the Family Educational Right and Privacy Act (20 U.S.C. section 1232g(a)(4)(B)(iv)), or (ii) records described at 20 U.S.C. section 1232g(a)(4)(B)(iv).

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

"Underlying Agreement" means the contract or agreement, whether in writing or otherwise, between the Covered Entity and the Business Associate, pursuant to which the Business Associate provides services to the Covered Entity of the type that require the parties to enter into this Agreement pursuant to HIPAA.

"Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of HITECH.

Terms used but not defined in this Agreement shall have the meaning ascribed to them in HIPAA and HITECH.

II. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

The Business Associate shall be permitted and required to Use and Disclose Protected Health Information only as provided in the Underlying Agreement and this Agreement. The Business Associate shall not Use or further Disclose Protected Health Information in any manner that: (a) would violate the terms of this Agreement; or (b) if done by the Covered Entity, would violate HIPAA, except that (i) the Business Associate may Use and Disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, (ii) the Business Associate may provide Data Aggregation Services relating to the health care operations of the Covered Entity, and (c) the Business Associate may de-identify Protected Health Information in accordance with the standards set forth in 45 C.F.R. § 164.514(b). Business Associate represents that all of its requests for Disclosure of Protected Health Information and Disclosures of Protected Health Information will be the minimum necessary for the stated purpose to be accomplished.

III. RESTRICTIONS ON THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

Notwithstanding anything in the Underlying Agreement to the contrary, the Business Associate shall:

(a) Not Use or further Disclose Protected Health Information other than as permitted or required by this Agreement or Required by Law;

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

(b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement;

(c) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by HIPAA;

(d) Report to the Covered Entity without unreasonable delay any Use or Disclosure of the Protected Health Information not provided for by this Agreement, or any Security Incident of which it becomes aware;

(e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information (and, in the case of Electronic Protected Health Information, that such Subcontractors agree to implement reasonable and appropriate safeguards to protect it);

(f) Make available to any Individual Protected Health Information about that Individual only to the extent required by, and in accordance with, HIPAA;

(g) Make available an Individual's Protected Health Information for amendment by that Individual and incorporate any amendments to that Individual's Protected Health Information to the extent required by, and in accordance with, HIPAA;

(h) Make available Protected Health Information required to provide an accounting of disclosures of an Individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;

(i) Make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by, the Business Associate on behalf of the Covered Entity available to the Secretary of Health and Human Services (or its delegate) for purposes of determining the Covered Entity's compliance with HIPAA;

(j) Report to Covered Entity any Breach of Unsecured Protected Health Information known or suspected by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay. Such notice will include, to the extent possible, the identification of each Individual whose Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach. Such notice shall also include the following information to the extent reasonably available: (i) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (ii) a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (iii) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

Breach, to mitigate harm to Individuals, and to protect against any further breaches; and (v) contact procedures for obtaining additional information;

(k) At termination of this Agreement, if feasible, return or destroy (at the Covered Entity's option) all Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such Protected Health Information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the Protected Health Information and limit further Uses and Disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible; and

(l) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

IV. OBLIGATIONS OF COVERED ENTITY

To the extent applicable, the Covered Entity shall notify the Business Associate of any limitation(s) in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's Use or Disclosure of Protected Health Information.

The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect the Business Associate's Use or Disclosure of Protected Health Information.

The Covered Entity shall notify the Business Associate of any restriction to the Use or Disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's Use or Disclosure of Protected Health Information.

The Covered Entity shall not request the Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by the Covered Entity. Notwithstanding the foregoing language, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation Services to the Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B), the management and administrative activities of the Business Associate or to carry out the legal responsibilities of the Business Associate in accordance with this Agreement, or may de-identify Protected Health Information in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

If Covered Entity is an employer sponsored Health Plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose Protected Health Information to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the Protected Health Information disclosed by Business Associate to Plan Sponsor.

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Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

V. AMENDMENT

This Agreement may be amended only in writing and only by the mutual consent of the parties. Notwithstanding the foregoing, the parties agree to negotiate in good faith to amend this Agreement in order to comply with any changes to HIPAA, including any changes to HITECH, that affect the parties' obligations under this Agreement.

VI. TERM AND TERMINATION

This Agreement shall become effective as of the later of: (i) the date set forth below, or (ii) the date the HIPAA privacy and security requirements become effective with respect to the relationship between the Covered Entity and the Business Associate. This Agreement shall remain in effect until the earlier of: (i) the date the parties mutually agree in writing to terminate this Agreement, or (ii) the date the Underlying Agreement is terminated. No separate notice shall be required to terminate this Agreement upon termination of the Underlying Agreement.

Notwithstanding anything in the Underlying Agreement to the contrary, if either party determines that the other party has violated a material provision of this Agreement, the non-breaching party may provide a ten (10) day opportunity for the breaching party to cure such violation to the satisfaction of the non-breaching party by providing written notice to the breaching party, and may terminate this Agreement and the Underlying Agreement if the breaching party does not cure the violation to the satisfaction of the non-breaching party. Or, the non-breaching party may immediately terminate this Agreement and the Underlying Agreement upon written notice to the breaching party if the non-breaching party determines, in its sole discretion, that cure is not possible.

VII. RELATIONSHIP TO UNDERLYING AGREEMENT

It is the intent of the parties that the terms of this Agreement be interpreted so as to cause the Underlying Agreement to comply with the privacy and security requirements of HIPAA and the requirements of HITECH. Accordingly, this Agreement shall amend the Underlying Agreement to the extent provided herein regardless of whether this Agreement formally satisfies the requirements of the Underlying Agreement for amendment of the Underlying Agreement. To the extent any provisions of this Agreement conflict with the terms of the Underlying Agreement, this Agreement shall govern.

VIII. MISCELLANEOUS

Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning its subject matter.

v07012020

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns hereof.

Further Assurances. Each party will cooperate with the other and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Agreement.

Survival. Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the term of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

Waiver. The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege.

Governing Law. This Agreement shall be governed by the laws of the jurisdiction provided in the Underlying Agreement. If the Underlying Agreement does not specify such a jurisdiction, this Agreement shall be governed by the laws of the State of Illinois.

Relationship of Parties. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

No Third Party Beneficiaries. Nothing herein is intended to give, nor shall have the effect of giving, any enforceable rights to any third parties who are not parties hereto or successors or permitted assigns of the parties hereto, whether such claims are asserted as third party beneficiary rights or otherwise.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Notice. Notices required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested to the address of each party set forth below or such other address as that party may designate in a notice properly delivered to the other parties.

Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA and HITECH.

Attachment: Empower Health Biometric Screening Agreement 2021 (2516 : Resolution No. 225-20/21 Empower Health Biometric Screening)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Josie Esker, City Engineer**

AGENDA ITEM:	Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract to Jimax Landscaping, LLC
ACTION REQUESTED:	Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to award the tree removal portion of the Lake Kennedy Trash Reduction Project to Jimax Landscaping, LLC. The tree removal needs to be completed before April 1st because of the IDNR requirement that bat habitats may not be disturbed during nesting season. This resolution is necessary if the trash reduction portion of the project is to be completed this year.

The City received two bids for this project, with Jimax Landscaping, LLC being the low bid of $18,405.22. The Engineer's estimate was $19,005.00. Staff recommends award so as not to delay the project.

FINANCIAL IMPACT:

Requested Amount:	$18,405.22
Line Item:	231-000-150700
Budgeted Amount:	$6,894,000.00
Remaining Funds:	$5,534,158.61

IMPACT IF APPROVED: The tree removal contract will be awarded.

IMPACT IF DENIED: The tree removal contract will not be awarded, and the Lake Kennedy project will be delayed.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager 3/4/2021

Date:

Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract to Jimax Landscaping, LLC

WHEREAS, the City solicited bids for the Lake Kennedy Tree Removal project; and

WHEREAS, a public bid opening was held on February 25, 2021, at which time the City opened and received two bids for the project; and

WHEREAS, after the opening of all bids, Jimax Landscaping, LLC was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Jimax Landscaping, LLC attached hereto as Exhibit A, is reasonable and responsible;

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

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

Section 2. The proposal submitted by Jimax Landscaping, LLC attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into a Contract, substantially as presented in Exhibit B, with Jimax Landscaping, LLC with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

Midwest Engineering
Associates, Inc.

February 26th, 2021

Ms. Josie Esker, PE, SE
City Engineer
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

RE: Lake Kennedy Debris and Trash Reduction Project
MWEA Inc. Project No. 20200139

Dear Ms. Esker:

Two (2) contractors submitted bids for the Lake Kennedy Debris and Trash Reduction project. The following is a tabulation of the bids received on February 25th, 2021:

Bidder	JIMAX	IronHustler Excavating, Inc.
Bid Bond (5%)	Yes	Yes
Signed Bid	Yes	Yes
Base Bid	$18,405.22	$60,528.00

During the review of the bids, Midwest Engineering Associates discovered tabulation errors in the bid submitted by IronHustler Excavating, Inc however, the errors do not affect the award of the Base Bid to the apparent low bidder JIMAX.

We recommend the contract for the Lake Kennedy Debris and Trash Reduction project be awarded to the lowest responsive qualified bidder, JIMAX with a Base Bid totaling $18,405.22.

Please call me if you have any questions or comments.

Sincerely,

Mohammed Ahmed, EI.
Staff Engineer

MA

140 East Washington Street • East Peoria, IL 61611 • 309.222.8600 tel • 309.698.3055 fax

Attachment: Letter_Recommendation_Pekin Lake Kennedy Debris & Trash Reduction Tree Removal_02262021 (2512 : Resolution No. 226-20/21

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

CONTRACT DOCUMENTS

FOR

LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

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

February 2021

Project No. 20200139

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CONTRACT DOCUMENTS FOR
LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL
PEKIN, ILLINOIS

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Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

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Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

SECTION 00020
INVITATION TO BID

1.01 DESCRIPTION OF WORK

A. The proposed Work is officially known as "Lake Kennedy Debris and Trash Reduction Tree Removal" and is further described as follows:

1. Felling of trees for the future Lake Kennedy Debris and Trash Reduction project.

1.02 TYPE OF BID

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

1.03 TIME AND LOCATION FOR OPENING OF BIDS

A. Sealed bids for the Project will be received by City of Pekin, until 11:00 AM (prevailing time) on February 25th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

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

A. Request access to an electronic copy of the **Lake Kennedy Debris and Trash Reduction Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.

D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in

accordance with the Information to Bidders.

B. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.06 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.07 RIGHT TO REJECT BIDS

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

1.08 AWARD

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

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

SECTION 00100
INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 11:00 AM (prevailing time) on February 25th, 2021 and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

~~Performance of the Contract.~~

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

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) ~~and obtain the Performance Bond and Payment Bond~~ within three (3) business days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement ~~and Bond forms~~. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within three (3) business days of receipt of acceptable ~~Performance Bond, Payment Bond, and~~ Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within three (3) business days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the three (3) business day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

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

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

The low BIDDER shall supply the names and addresses of Major Material Suppliers and

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Subcontractors when requested to do so by the OWNER.

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

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

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

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

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

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

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

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

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:

2. Unless otherwise required by law, the prices which have been quoted in the Bid have not

knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

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

Each person signing the Bid shall certify that:

He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or

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

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

The following procedures shall be followed when complaints arise:

A. OWNER Responsibility. The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.

B. Arbitration. Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev. Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.

C. Time Limitation. Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A)

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above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) working days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.

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

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SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): Lake Kennedy Debris and Trash Reduction Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
02/23/21	N/A

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

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d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	1.00	13800.19	13800.19
2	SEEDING, CLASS 7	ACRE	1.00	2105.03	2105.03
3	CONSTRUCTION LAYOUT, COMPLETE	L. SUM	1	1250	1250
4	MOBILIZATION	L. SUM	1	1250	1250

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

$ 18405.22 (DOLLARS AND CENTS)

Eighteen Thousand Four Hundred Five Dollars and Twenty Two Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

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

5. All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By JIMAX Landscape LLC (SEAL)
(Firm Name)

Jarrod Martis, President
(General Partner)

Business address: 3545 SW JIMAX Place, Peoria IL 61605

_____

Phone No.: 309-273-4106

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum NINE HUNDRED TWENTY FIVE DOLLARS 00/100 (Words) $ 925.00 (Figures)

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

BIDDER	**SURETY**
JIMAX Landscape LLC (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Jarod Martis	_____
Print Name	Print Name
President	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Officer	_____
Title	Title

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

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

A Corporation:

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

_____

Phone No.: _____

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

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

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

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____in the year 2021 by and between the City of Pekin (hereinafter called OWNER) and_____, hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

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

Lake Kennedy Debris and Trash Reduction Tree Removal

ARTICLE 2. ENGINEER

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

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

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have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

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

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

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

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

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

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

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional

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examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).

8.2 Exhibits to this Agreement (pages ____ to _____, inclusive).

~~8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.~~

8.4 Notice of Award.

8.5. Notice to Proceed.

8.6. General Conditions (pages GC-1 to GC-57, inclusive).

8.7. Supplementary Conditions (pages SC-1 to SC-3, inclusive).

8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL dated February 2021 and included in the plans bearing the title CITY OF PEKIN LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for Construction as listed on the “Cover Sheet”.

8.9 Plans bearing the title CITY OF PEKIN LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for Construction as listed on the “Cover Sheet”.

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8.10 Addenda numbers _____ to ___, inclusive.

8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-5, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).

8.13 Appendix(cies) A, inclusive.

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

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

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

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

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

This Agreement will be effective on _____, 2021.

OWNER City of Pekin	CONTRACTOR
_____	
By:_____	By:_____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest_____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).	License No._____ Agent for service of process: _____

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

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Notice of Award

Date: _____

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars ($_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. ~~Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).~~
3. Other conditions precedent:
   Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin
Owner

By: _____
Authorized Signature – Josie Esker

City Engineer
Title

Copy to Engineer

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Notice to Proceed

Date: _____

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139

Contractor:

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on_____ (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the Lake Kennedy Debris and Trash Reduction Tree Removal project shall be substantially completed on or before March 30, 2021. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, ~~Performance Bond, and Payment Bond~~.

City of Pekin

Owner

Given by:

Authorized Signature – Josie Esker

Title – City Engineer

Date

Copy to Engineer

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: Lake Kennedy Debris and Trash Reduction Tree Removal	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal		Date of Contract:
Contractor:		Engineer's Project No.: 20200139

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer	Owner	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Certificate of Substantial Completion

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 Attn: Josie Esker	From (Contractor):	Via (Engineer): Midwest Engineering Associates, Inc.
Project: Lake Kennedy Debris and Trash Reduction Tree Removal	Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20200139

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE** ..... $ _____
2. **Net change by Change Orders** ..... $ _____
3. **Current Contract Price (Line 1 ± 2)** ..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)** ..... $ _____
5. **RETAINAGE:**
   - a. X _____ **Work Completed** ..... $ _____
   - b. X _____ **Stored Material** ..... $ _____
   - c. **Total Retainage (Line 5a + Line 5b)** ..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)** ..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** ..... $ _____
8. **AMOUNT DUE THIS APPLICATION** ..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)** ..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) - Midwest Engineering Associates (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) - City of Pekin (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

EJCDC C-620 Contractor's Application for Payment
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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American Council of Engineering Companies

The Associated General Contractors of America — Skill Responsibility Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

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Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

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Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

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47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

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b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or

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destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

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an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

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5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

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6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide

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primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required

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by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

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subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

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maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

   a. Submit number of copies specified in the General Requirements.

   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the

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information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable
.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other

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submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

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1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater

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degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

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9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance

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established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

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12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide

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them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner

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shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

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correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may

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make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

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and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

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C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially

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complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

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and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time,

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terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

1. Supplementary Conditions;
2. Information for Bidders;
3. Bid (Proposal);
4. General Conditions;
5. Specifications/Special Provisions and Special Conditions;
6. Drawings.

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

(1)	Each Occurrence	$1,000,000
(2)	Aggregate	$1,000,000

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

(A.) Blanket Contractual Liability to include all oral and written agreements
(B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be $1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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paragraph 5.04 of the General Conditions shall not be less than the following amounts or greater where required by law:

SC-5.04.C.1 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's liability:	$500,000

SC-5.04.C.2 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	$ 2,000,000
(2)	Products – Completed Operations Aggregate	$ 1,000,000
(3)	Personal and Advertising (Injury and Property Damage)	$ 1,000,000
(4)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
(5)	Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.	
(6)	Excess Liability	
	General Aggregate	$ 1,000,000
	Each Occurrence	$ 1,000,000

SC-5.04.C.3 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions.

(1) Bodily Injury:

$1,000,000	Each Person
$1,000,000	Each Accident

Property Damage:

$1,000,000	Each Accident

(2) Combined Single Limit (Bodily Injury and Property Damage):

$2,000,000	Each Accident

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SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	General Aggregate	$ 2,000,000
(2)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, and Ameren shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of $50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

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SC-17. NO CHANGES

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SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
LAKE KENNEDY DEBRIS AND TRASH REDUCTION REE REMOVAL
Pekin, Illinois

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed on or before March 30, 2021.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of $ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

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CONSTRUCTION SCHEDULE

Submit a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 3 calendar days of the date established for "Commencement of the Work". Indicate important stages of construction for each major portion of the work, including testing and installation of services. Provide a separate time bar to identify each major construction item. Show the following as a minimum:

- Mobilization
- Tree Removal (Felling)
- Temporary Seeding
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970,

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including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The General Contractor and all subcontractors shall be liable for compliance with all applicable provisions and regulations of the Illinois Fair Employment Practices Commission, entitled: "Required Equal Employment Opportunity Clause in all Public Contracts", and shall otherwise comply with all applicable provisions, procedures, and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission with regard to providing equal employment opportunities for any persons working on or otherwise assisting with this project, as provided in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

ILLINOIS PREVAILING WAGE ACT:

- All work of this contract shall be subject to the provisions of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The General Contractor and Subcontractors shall be liable for compliance with this Act.

- If, the course of work under this Contract, the Department of Labor revised the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

The Contractor shall provide submittals as listed in individual sections in minimum quantities noted, or as follows:

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineerat the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.

- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.

- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.

- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.

- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.

- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.

- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the "substantially complete" Punch List items in accordance with the provision stated thereon.

REFER TO SHEET C110 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

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APPENDIX A

TAZEWELL COUNTY PREVAILING WAGES

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Tazewell County Prevailing Wage Rates posted on 1/13/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		38.25	40.75	1.5	1.5	2.0	2.0	8.15	13.45	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

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MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70
PILEDRIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85

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Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

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Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Attachment: Exhibit A - Lake Kennedy Tree Removal - JIMAX Bid (2512 : Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

CONTRACT DOCUMENTS

FOR

LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

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

February 2021

Project No. 20200139

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CONTRACT DOCUMENTS FOR
LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL
PEKIN, ILLINOIS

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Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

SECTION 00020
INVITATION TO BID

1.01 DESCRIPTION OF WORK

A. The proposed Work is officially known as "Lake Kennedy Debris and Trash Reduction Tree Removal" and is further described as follows:

1. Felling of trees for the future Lake Kennedy Debris and Trash Reduction project.

1.02 TYPE OF BID

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

1.03 TIME AND LOCATION FOR OPENING OF BIDS

A. Sealed bids for the Project will be received by City of Pekin, until 11:00 AM (prevailing time) on February 25th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

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

A. Request access to an electronic copy of the **Lake Kennedy Debris and Trash Reduction Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615**.**

D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in

accordance with the Information to Bidders.

B. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.06 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.07 RIGHT TO REJECT BIDS

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

1.08 AWARD

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

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

SECTION 00100
INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 11:00 AM (prevailing time) on February 25th, 2021 and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

~~Performance of the Contract.~~

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

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) ~~and obtain the Performance Bond and Payment Bond~~ within three (3) business days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement ~~and Bond forms~~. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within three (3) business days of receipt of acceptable ~~Performance Bond, Payment Bond, and~~ Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within three (3) business days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the three (3) business day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

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

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

The low BIDDER shall supply the names and addresses of Major Material Suppliers and

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Subcontractors when requested to do so by the OWNER.

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

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

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

- Request access to an electronic copy of the **Lake Kennedy Debris and Trash Reduction Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

- Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

- Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615**.**

- The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

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

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

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

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

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:

2. Unless otherwise required by law, the prices which have been quoted in the Bid have not

knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

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

Each person signing the Bid shall certify that:

He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or

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

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

The following procedures shall be followed when complaints arise:

A. OWNER Responsibility. The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.

B. Arbitration. Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev. Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.

C. Time Limitation. Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A)

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) working days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.

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

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): Lake Kennedy Debris and Trash Reduction Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	1.00	$13800.19	$13800.1
2	SEEDING, CLASS 7	ACRE	1.00	$2105.03	$2105.0
3	CONSTRUCTION LAYOUT, COMPLETE	L. SUM	1	$1250	$125
4	MOBILIZATION	L. SUM	1	$1250	$125

BASE BID: LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL

$ 18,405.22 (DOLLARS AND CENTS)

Eighteen Thousand Four Hundred Five Dollars and Twenty-Two Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

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

5. All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By JIMAX Landscape LLC (SEAL)
(Firm Name)

Jarrod Martis, President
(General Partner)

Business address: 3545 SW JIMAX Place, Peoria IL 61605

_____

Phone No.: 309-273-4106

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

A Corporation:

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

_____

Phone No.: _____

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum NINE HUNDRED TWENTY FIVE DOLLARS 00/100 (Words) $ 925.00 (Figures)

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

BIDDER	**SURETY**
JIMAX Landscape LLC (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Jarod Martis	_____
Print Name	Print Name
President	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Officer	_____
Title	Title

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

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

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

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

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 9th day of March in the year 2021 by and between the City of Pekin; 111 S. Capitol St; Pekin, IL 61554 (hereinafter called OWNER) and JIMAX Corp.; 3545 SW Jimax Place; Peoria, IL 61605, hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

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

Lake Kennedy Debris and Trash Reduction Tree Removal

ARTICLE 2. ENGINEER

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

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

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

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

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

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

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

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

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

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional

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examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).

8.2 Exhibits to this Agreement (pages ____ to _____, inclusive).

~~8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.~~

8.4 Notice of Award.

8.5. Notice to Proceed.

8.6. General Conditions (pages GC-1 to GC-57, inclusive).

8.7. Supplementary Conditions (pages SC-1 to SC-3, inclusive).

8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL dated February 2021 and included in the plans bearing the title CITY OF PEKIN LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for Construction as listed on the “Cover Sheet”.

8.9 Plans bearing the title CITY OF PEKIN LAKE KENNEDY DEBRIS AND TRASH REDUCTION TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for Construction as listed on the “Cover Sheet”.

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

8.10 Addenda numbers ____ to ___, inclusive.

8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-5, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Contractor's Bid and Bid Bond submitted February 25,2021; inclusive).

8.13 Appendix(cies) A, inclusive.

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

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

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

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

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

This Agreement will be effective on March 9, 2021.

OWNER City of Pekin	CONTRACTOR
By:	By:
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
Address for giving notices	Address for giving notices
City of Pekin; 111 S. Capitol St.;	
Pekin, IL 61554	
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).	License No.
	Agent for service of process:

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

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Notice of Award

Date: March 9th, 2021

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139

Bidder: JIMAX Corp.

Bidder's Address: 3545 SW Jimax Place; Peoria, IL 61605

You are notified that your Bid submitted February 25th, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid for The City of Pekin's Lake Kennedy Debris and Trash Reduction Tree Removal Project.

The Contract Price of your Contract is Eighteen Thousand Four Hundred Five Dollars and Twenty-Two Cents ($18,405.22).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. ~~Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).~~
3. Other conditions precedent:
   Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin
Owner

By: _____
Authorized Signature – Josie Esker

City Engineer
Title

Copy to Engineer

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Notice to Proceed

Date: March 9th, 2021

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139
Contractor: JIMAX Corp.	
Contractor's Address: 3545 SW Jimax Place; Peoria, IL 61605	

You are notified that the Contract Times under the above Contract will commence to run on March 9th, 2021 On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the Lake Kennedy Debris and Trash Reduction Tree Removal project shall be substantially completed on or before March 30, 2021. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, ~~Performance Bond, and Payment Bond~~.

City of Pekin

Owner

Given by:

Authorized Signature – Josie Esker

City Engineer

Title

Date

Copy to Engineer

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: Lake Kennedy Debris and Trash Reduction Tree Removal	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal		Date of Contract: March 9, 2021
Contractor: JIMAX Corp; 3545 SW Jimax Place; Peoria, IL 61605		Engineer's Project No.: 20200139

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
$_____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
	Substantial completion (days): _____
$_____	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer	Owner	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Certificate of Substantial Completion

Project: Lake Kennedy Debris and Trash Reduction Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	Engineer's Project No.: 20200139

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 Attn: Josie Esker	From (Contractor): JIMAX Corp. 3545 SW JIMAX PI; Peoria, IL 61605	Via (Engineer): Midwest Engineering Associates, Inc.
Project: Lake Kennedy Debris and Trash Reduction Tree Removal	Contract: Lake Kennedy Debris and Trash Reduction Tree Removal	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20200139

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$
2. Net change by Change Orders	$
3. Current Contract Price (Line 1 ± 2)	$
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$
5. RETAINAGE:	
a. X _____ Work Completed	$
b. X _____ Stored Material	$
c. Total Retainage (Line 5a + Line 5b)	$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$
8. AMOUNT DUE THIS APPLICATION	$
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) - Midwest Engineering Associates (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) - City of Pekin (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

EJCDC C-620 Contractor's Application for Payment
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

EJCDC C-700 Standard General Conditions of the Construction Contract
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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

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absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

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47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

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b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or

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destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

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an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

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5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

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6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide

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primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required

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by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

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subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

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maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

    c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

    d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the

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information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other

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submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

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1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater

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degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

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9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance

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established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

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12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide

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them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner

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shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

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correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may

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make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

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and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

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C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially

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complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

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and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time,

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terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

1. Supplementary Conditions;
2. Information for Bidders;
3. Bid (Proposal);
4. General Conditions;
5. Specifications/Special Provisions and Special Conditions;
6. Drawings.

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

(1) Each Occurrence $1,000,000
(2) Aggregate $1,000,000

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

(A.) Blanket Contractual Liability to include all oral and written agreements
(B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be $1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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paragraph 5.04 of the General Conditions shall not be less than the following amounts or greater where required by law:

SC-5.04.C.1 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's liability:	$500,000

SC-5.04.C.2 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1) General Aggregate
(Except Products - Completed Operations) $ 2,000,000

(2) Products – Completed Operations Aggregate $ 1,000,000

(3) Personal and Advertising
(Injury and Property Damage) $ 1,000,000

(4) Each Occurrence
(Bodily Injury and Property Damage) $ 1,000,000

(5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(6) Excess Liability

General Aggregate $ 1,000,000

Each Occurrence $ 1,000,000

SC-5.04.C.3 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions.

(1) Bodily Injury:

$1,000,000	Each Person
$1,000,000	Each Accident

Property Damage:

$1,000,000	Each Accident

(2) Combined Single Limit
(Bodily Injury and Property Damage):

$2,000,000	Each Accident

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SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	General Aggregate	$ 2,000,000
(2)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, and Ameren shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of $50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

SC-17. NO CHANGES

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

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SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
LAKE KENNEDY DEBRIS AND TRASH REDUCTION REE REMOVAL
Pekin, Illinois

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed on or before March 30, 2021.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of $ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

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CONSTRUCTION SCHEDULE

Submit a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 3 calendar days of the date established for "Commencement of the Work". Indicate important stages of construction for each major portion of the work, including testing and installation of services. Provide a separate time bar to identify each major construction item. Show the following as a minimum:

- Mobilization
- Tree Removal (Felling)
- Temporary Seeding
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970,

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including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The General Contractor and all subcontractors shall be liable for compliance with all applicable provisions and regulations of the Illinois Fair Employment Practices Commission, entitled: "Required Equal Employment Opportunity Clause in all Public Contracts", and shall otherwise comply with all applicable provisions, procedures, and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission with regard to providing equal employment opportunities for any persons working on or otherwise assisting with this project, as provided in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

ILLINOIS PREVAILING WAGE ACT:

- All work of this contract shall be subject to the provisions of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The General Contractor and Subcontractors shall be liable for compliance with this Act.

- If, the course of work under this Contract, the Department of Labor revised the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

The Contractor shall provide submittals as listed in individual sections in minimum quantities noted, or as follows:

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.

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- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineerat the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.

- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.

- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.

- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.

- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.

- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.

- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the “substantially complete” Punch List items in accordance with the provision stated thereon.

REFER TO SHEET C110 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

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APPENDIX A

TAZEWELL COUNTY PREVAILING WAGES

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

Tazewell County Prevailing Wage Rates posted on 1/13/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Othe Ins**
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		38.25	40.75	1.5	1.5	2.0	2.0	8.15	13.45	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

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MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70
PILEDRIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85

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Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some clo future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sounc vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control system microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Ai compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and or the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stoc piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) ar Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments F.W.D. & Similar Types; Vermeer Concrete Saw.

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

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Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Bric Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warne Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar type Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truc Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pump (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4 1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. I a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted stat which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Attachment: Exhibit B - Lake Kennedy Debris & Trash Reduction Tree Removal Contract Documents (2512 : Resolution No. 226-20/21 Award

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Josie Esker, City Engineer**

AGENDA ITEM:	Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to Jimax Landscape, LLC
ACTION REQUESTED:	Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to award the tree removal portion of the High Point Lane Storm Sewer Repair project to Jimax Landscaping, LLC. The tree removal needs to be completed before April 1st because of the IDNR requirement that bat habitats may not be disturbed during nesting season. This resolution is necessary if the storm sewer project is to be completed this year.

The City received two bids for this project, with Jimax Landscaping being the low bid of $26,017.58. The Engineer's estimate was $29,400. Staff recommends this bid be awarded to Jimax Landscaping.

FINANCIAL IMPACT:

Requested Amount:	$26,017.58
Line Item:	231-000-150800
Budgeted Amount:	$760,000.00
Remaining Funds:	$293,249.42

IMPACT IF APPROVED:	The tree removal contract will be awarded to Jimax Landscaping.
IMPACT IF DENIED:	The tree removal contract will not be awarded, and this project will not take place this year.
ALTERNATIVES:	N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager 3/4/2021

Date:

Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to Jimax Landscaping, LLC

WHEREAS, the City solicited bids for the High Point Lane Tree Removal project; and

WHEREAS, a public bid opening was held on February 25, 2021, at which time the City opened and received two bids for the project; and

WHEREAS, after the opening of all bids, Jimax Landscaping, LLC was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Jimax Landscaping, LLC attached hereto as Exhibit A, is reasonable and responsible;

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

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

Section 2. The proposal submitted by Jimax Landscaping, LLC attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into a Contract, substantially as presented in Exhibit B, with Jimax Landscaping, LLC with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

Midwest Engineering Associates, Inc.

February 26th, 2021

Ms. Josie Esker
Project Engineer
City of Pekin
111 S Capitol St.
Pekin, IL 61554

RE: Pekin High Point Lane Tree Removal
MWEA Inc. Project No. 20200138

Dear Ms. Esker:

Two (2) contractors submitted bids for the High Point Lane Tree Removal project. The following is a tabulation of the bids received on February 25th, 2021:

Bidder	JIMAX Landscape, LLC	IronHustler Excavating, Inc.
Bid Bond (5%)	Yes	Yes
Signed Bid	Yes	Yes
Base Bid	$26,017.58	$51,073.00

During the review of the bids, Midwest Engineering Associates discovered a mathematical error in the bid submitted by IronHustler Excavating, Inc. however, the error does not affect the award of the Base Bid to the apparent low bidder JIMAX Landscape, LLC.

We recommend the contract for the High Point Lane Tree Removal project be awarded to the lowest responsive qualified bidder, JIMAX Landscape, LLC with a Base Bid totaling $26,017.58.

Please call me if you have any questions or comments.

Sincerely,

Preston Potas

Preston Potas, E.I.
Staff Engineer

PWP

Attachment: Letter_Recommendation_Pekin High Point Lane Tree Removal_02262021 Executed (2511 : Resolution No. 227-20/21 Award High

CONTRACT DOCUMENTS

FOR

HIGH POINT LANE TREE REMOVAL

PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

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

February 2021

Project No. 20200138

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

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HIGH POINT LANE TREE REMOVAL
PEKIN, ILLINOIS

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Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

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Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

SECTION 00020
INVITATION TO BID

1.01 DESCRIPTION OF WORK

A. The proposed Work is officially known as the "High Point Lane Tree Removal" and is further described as follows:

1. Felling of trees for the future High Point Lane Storm Sewer Outfall Repairs project.

1.02 TYPE OF BID

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

1.03 TIME AND LOCATION FOR OPENING OF BIDS

A. Sealed bids for the Project will be received by City of Pekin, until 10:30 AM (prevailing time) on February 25th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

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

A. Request access to an electronic copy of the **High Point Lane Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615.

D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in

accordance with the Information to Bidders.

B. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.06 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.07 RIGHT TO REJECT BIDS

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

1.08 AWARD

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

SECTION 00100
INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 10:30 AM (prevailing time) on February 25th, 2021 and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

~~Performance of the Contract.~~

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

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) ~~and obtain the Performance Bond and Payment Bond~~ within three (3) business days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement ~~and Bond forms~~. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within three (3) business days of receipt of acceptable ~~Performance Bond, Payment Bond, and~~ Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within three (3) business days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the three (3) business day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

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

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

The low BIDDER shall supply the names and addresses of Major Material Suppliers and

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Subcontractors when requested to do so by the OWNER.

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

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

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

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

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

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

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

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

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:

2. Unless otherwise required by law, the prices which have been quoted in the Bid have not

knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

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

Each person signing the Bid shall certify that:

He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or

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

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

The following procedures shall be followed when complaints arise:

A. OWNER Responsibility. The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.

B. Arbitration. Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev. Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.

C. Time Limitation. Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A)

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) working days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.

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

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SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): High Point Lane Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
02/24/2021	N/A - No Addendums JM

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: HIGH POINT LANE TREE REMOVAL

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, SPECIAL	ACRE	0.31	65088.84	20177.54
2	SEEDING, CLASS 7	ACRE	0.31	7225.94	2240.04
3	CONSTRUCTION LAYOUT, COMPLETE	L. SUM	1	1750	1750
4	MOBILIZATION	L. SUM	1	1850	1850

BASE BID: HIGH POINT LANE TREE REMOVAL

$ 26017.58 (DOLLARS AND CENTS)

Twenty Six Thousand Seventeen Dollars and Fifty Eight Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

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

5. All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By JIMAX Landscape LLC (SEAL)
(Firm Name)

Jarrod Martis, President
(General Partner)

Business address: 3545 SW JIMAX Pl, Peoria IL 61605

_____

Phone No.: 309-273-4106

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A Corporation:

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

_____

Phone No.: _____

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum One Thousand Four Hundred Fifty 00/100 Dollars ($1450.00)
(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

JIMAX Landscape LLC (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature

Jarrod Martin
Print Name

President
Title

Attest: [signature]
Signature

Officer
Title

SURETY

(Seal)
Surety's Name and Corporate Seal

By:
Signature (Attach Power of Attorney)

Print Name

Title

Attest:
Signature

Title

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

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

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

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____in the year 2021 by and between the City of Pekin (hereinafter called OWNER) and_____, hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

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

High Point Lane Tree Removal

ARTICLE 2. ENGINEER

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

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

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

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

_90_ % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on

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

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

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

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional

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examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).

8.2 Exhibits to this Agreement (pages ____ to _____, inclusive).

~~8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.~~

8.4 Notice of Award.

8.5. Notice to Proceed.

8.6. General Conditions (pages GC-1 to GC-57, inclusive).

8.7. Supplementary Conditions (pages SC-1 to SC-3, inclusive).

8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for HIGH POINT LANE TREE REMOVAL dated February 2021 and included in the plans bearing the title CITY OF PEKIN HIGH POINT LANE TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for CONSTRUCTION as listed on the "Cover Sheet".

8.9 Plans bearing the title CITY OF PEKIN HIGH POINT LANE TREE REMOVAL PEKIN, ILLINOIS dated MO/DATE/YEAR Issued for CONSTRUCTION as listed on the "Cover Sheet".

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

8.10 Addenda numbers _____ to ___, inclusive.

8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-5, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).

8.13 Appendix(ces) A, inclusive.

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

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

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

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

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

This Agreement will be effective on _____, 2021.

OWNER City of Pekin

_____

By:_____

(CORPORATE SEAL)

Attest _____

Address for giving notices

_____

_____

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

CONTRACTOR

By:_____

(CORPORATE SEAL)

Attest_____

Address for giving notices

_____

_____

License No._____

Agent for service of process:

_____

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

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Notice of Award

Date: _____

Project: High Point Lane Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138
Bidder:	
Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars ($_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. ~~Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).~~
3. Other conditions precedent:
   Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin
Owner

By: _____
Authorized Signature – Josie Esker

City Engineer
Title

Copy to Engineer

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Notice to Proceed

Date: _____

Project: High Point Lane Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138

Contractor:

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on_____ (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the High Point Lane Tree Removal project shall be substantially completed on or before March 30, 2021. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, ~~Performance Bond, and Payment Bond~~.

City of Pekin

Owner

Given by:

Authorized Signature – Josie Esker

Title – City Engineer

Date

Copy to Engineer

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: High Point Lane Tree Removal	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal		Date of Contract:
Contractor:		Engineer's Project No.: 20200138

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer	Owner	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment: High Point Lane Tree Removal - JIMAX Bid (2511 : Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to

Certificate of Substantial Completion

Project: High Point Lane Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

To (Owner): City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 Attn: Josie Esker	Application Period:	Application Date:
	From (Contractor):	Via (Engineer): Midwest Engineering Associates, Inc.
Project: High Point Lane Tree Removal	Contract: High Point Lane Tree Removal	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20200138

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE**..... $ _____
2. **Net change by Change Orders**..... $ _____
3. **Current Contract Price (Line 1 ± 2)**..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**..... $ _____
5. **RETAINAGE:**
   - a. X _____ **Work Completed**..... $ _____
   - b. X _____ **Stored Material**..... $ _____
   - c. **Total Retainage (Line 5a + Line 5b)**..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**..... $ _____
8. **AMOUNT DUE THIS APPLICATION**..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) - Midwest Engineering Associates (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) - City of Pekin (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

EJCDC C-620 Contractor's Application for Payment
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

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absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

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47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

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b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or

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destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

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an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

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5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

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6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide

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primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required

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by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

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subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

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maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

   a. Submit number of copies specified in the General Requirements.

   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the

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information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable
.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other

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submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

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1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater

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degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

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9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance

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established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

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12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide

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them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner

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shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

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correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may

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make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

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and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

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C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially

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complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

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and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time,

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terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

1. Supplemental Conditions;
2. Information for Bidders;
3. Bid (Proposal);
4. General Conditions;
5. Specifications/Special Provisions and Special Conditions;
6. Drawings.

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

(1)	Each Occurrence	$1,000,000
(2)	Aggregate	$1,000,000

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

(A.) Blanket Contractual Liability to include all oral and written agreements
(B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be $1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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paragraph 5.04 of the General Conditions shall not be less than the following amounts or greater where required by law:

SC-5.04.C.1 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's liability:	$500,000

SC-5.04.C.2 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	$ 2,000,000
(2)	Products – Completed Operations Aggregate	$ 1,000,000
(3)	Personal and Advertising (Injury and Property Damage) 1,000,000	$
(4)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
(5)	Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.	
(6)	Excess Liability	
	General Aggregate	$ 1,000,000
	Each Occurrence	$ 1,000,000

SC-5.04.C.3 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions.

(1) Bodily Injury:

$1,000,000	Each Person
$1,000,000	Each Accident

Property Damage:

$1,000,000	Each Accident

(2) Combined Single Limit (Bodily Injury and Property Damage):

$2,000,000	Each Accident

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SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	General Aggregate	$ 2,000,000
(2)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, Housing Authority of the City of Pekin, and Park Court Limited shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of $50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

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SC-17. NO CHANGES

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SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
HIGH POINT LANE TREE REMOVAL
Pekin, Illinois

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed on or before March 30, 2021.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of $ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

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CONSTRUCTION SCHEDULE

Submit a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 3 calendar days of the date established for "Commencement of the Work". Indicate important stages of construction for each major portion of the work, including testing and installation of services. Provide a separate time bar to identify each major construction item. Show the following as a minimum:

- Mobilization
- Tree Removal (Felling)
- Temporary Seeding
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970,

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including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The General Contractor and all subcontractors shall be liable for compliance with all applicable provisions and regulations of the Illinois Fair Employment Practices Commission, entitled: "Required Equal Employment Opportunity Clause in all Public Contracts", and shall otherwise comply with all applicable provisions, procedures, and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission with regard to providing equal employment opportunities for any persons working on or otherwise assisting with this project, as provided in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

ILLINOIS PREVAILING WAGE ACT:

- All work of this contract shall be subject to the provisions of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The General Contractor and Subcontractors shall be liable for compliance with this Act.

- If, the course of work under this Contract, the Department of Labor revised the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

The Contractor shall provide submittals as listed in individual sections in minimum quantities noted, or as follows:

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.

- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineerat the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.

- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.

- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.

- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.

- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.

- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.

- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the "substantially complete" Punch List items in accordance with the provision stated thereon.

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REFER TO SHEET C110 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

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APPENDIX A

TAZEWELL COUNTY PREVAILING WAGES

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Tazewell County Prevailing Wage Rates posted on 1/13/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		38.25	40.75	1.5	1.5	2.0	2.0	8.15	13.45	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

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MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70
PILEDRIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85

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Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

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Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

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Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

CONTRACT DOCUMENTS

FOR

HIGH POINT LANE TREE REMOVAL

PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

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

February 2021

Project No. 20200138

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CONTRACT DOCUMENTS FOR
HIGH POINT LANE TREE REMOVAL
PEKIN, ILLINOIS

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Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

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Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

SECTION 00020
INVITATION TO BID

1.01 DESCRIPTION OF WORK

A. The proposed Work is officially known as the "High Point Lane Tree Removal" and is further described as follows:

1. Felling of trees for the future High Point Lane Storm Sewer Outfall Repairs project.

1.02 TYPE OF BID

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

1.03 TIME AND LOCATION FOR OPENING OF BIDS

A. Sealed bids for the Project will be received by City of Pekin, until 10:30 AM (prevailing time) on February 25th, 2021 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

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

A. Request access to an electronic copy of the **High Point Lane Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

B. Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

C. Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615**.**

D. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid

in accordance with the Information to Bidders.

B. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.06 PREVAILING WAGE RATES

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

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

The Contractor shall submit certified payroll on this project.

1.07 RIGHT TO REJECT BIDS

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

1.08 AWARD

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

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

SECTION 00100
INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 10:30 AM (prevailing time) on February 25th, 2021 and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

~~A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contractor~~

price, with a corporate surety approved by the OWNER, will be required for the faithful Performance of the Contract.

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

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) and obtain the Performance Bond and Payment Bond within three (3) business days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within three (3) business days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within three (3) business days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the three (3) business day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

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

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

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Supplemental General Conditions.

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

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

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

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

- Request access to an electronic copy of the **High Point Lane Tree Removal** bid documents from Robert Culp at rculp@mweainc.com.

- Office of the Engineer, Midwest Engineering Associates, Inc., 140 East Washington Street, East Peoria, IL 61611.

- Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, IL 61615**.**

- The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

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

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

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

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

1. The prices in the Bid have arrived at independently, without consultation, communication, or

agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor:

2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

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

Each person signing the Bid shall certify that:

He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any action contrary to items 1 through 3 in the paragraph above; or

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

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

The following procedures shall be followed when complaints arise:

A. OWNER Responsibility. The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.

B. Arbitration. Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev.

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Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.

C. Time Limitation. Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A) above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) working days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be revised or the Contract must be awarded (as appropriate) in accordance with such determination.

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

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SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): High Point Lane Tree Removal

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days (60) after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within 3 working days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

      Date Number

   b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

BASE BID: HIGH POINT LANE TREE REMOVAL

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATE
1	TREE REMOVAL, SPECIAL	ACRE	0.31	$65.088.84	$20,177.5
2	SEEDING, CLASS 7	ACRE	0.31	$7,225.94	$2,240.0
3	CONSTRUCTION LAYOUT, COMPLETE	L. SUM	1	$1,750	$1,75
4	MOBILIZATION	L. SUM	1	$1,850	$1,85

BASE BID: HIGH POINT LANE TREE REMOVAL

$ 26,017.58 (DOLLARS AND CENTS)

Twenty-Six Thousand Seventeen Dollars and Fifty Eight Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

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

5. All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

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6. The Following documents are attached to and made a condition of this Bid:

   a) Required Bid Security in the form of a 5% Bid Bond.

7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

Rest of the page has intentionally been left blank

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If BIDDER is:

An Individual:

By _____(SEAL)

doing business as_____

Business address: _____

_____

Phone No: _____

A Partnership:

By JIMAX Landscape LLC (SEAL)
(Firm Name)

Jarrod Martis, President
(General Partner)

Business address: 3545 SW JIMAX Pl, Peoria IL 61605

_____

Phone No.: 309-273-4106

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A Corporation:

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

_____

Phone No.: _____

A Joint Venture:

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum One Thousand Four Hundred Fifty 00/100 Dollars (Words) $1450.00 (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

JIMAX Landscape LLC (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature

Jarrod Martin
Print Name

President
Title

Attest: [signature]
Signature

Officer
Title

SURETY

(Seal)
Surety's Name and Corporate Seal

By:
Signature (Attach Power of Attorney)

Print Name

Title

Attest:
Signature

Title

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

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

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

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

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 9th day of March in the year 2021 by and between the City of Pekin; 111 S. Capitol Street; Pekin, IL 61554 (hereinafter called OWNER) and JIMAX Corp.; 3545 SW JIMAX Place; Peoria, IL 61605 (hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

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

High Point Lane Tree Removal

ARTICLE 2. ENGINEER

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

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 All Work with respect to the Base Bid shall be substantially completed on or before March 30, 2021.

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

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

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

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progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 98 percent of the Work completed.

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

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

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract

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

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

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

8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).

8.2 Exhibits to this Agreement (pages ____ to _____, inclusive).

~~8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.~~

8.4 Notice of Award.

8.5. Notice to Proceed.

8.6. General Conditions (pages GC-1 to GC-57, inclusive).

8.7. Supplementary Conditions (pages SC-1 to SC-4, inclusive).

8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for HIGH POINT LANE TREE REMOVAL dated February 2021 and included in the plans bearing the title CITY OF PEKIN HIGH POINT LANE TREE REMOVAL PEKIN, ILLINOIS dated “March 9, 2021 Issued for Construction” as listed on the “Cover Sheet”.

8.9 Plans bearing the title CITY OF PEKIN HIGH POINT LANE TREE REMOVAL PEKIN, ILLINOIS dated “March 9, 2021 Issued for Construction” as listed on the “Cover Sheet”.

8.10 Addenda numbers ____ to ___, inclusive.

8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-5, inclusive).

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8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Contractor's Bid Submittal February 23, 2021 and Bid Bond, inclusive).

8.13 Appendix(ces) A, inclusive.

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

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

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

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

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

This Agreement will be effective on March 9, 2021.

OWNER City of Pekin	CONTRACTOR
By:	By:
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
Address for giving notices	Address for giving notices
City of Pekin; 111 S. Capitol Street	
Pekin, IL 61554	
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).	License No.
	Agent for service of process:

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

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Notice of Award

Date: March 9, 2021

Project: High Point Lane Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138

Bidder: JIMAX Corp.

Bidder's Address: 3545 SW Jimax Place; Peoria, IL 61605

You are notified that your Bid submittal February 25th, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid for the City of Pekin's High Point Lane Tree Removal project.

The Contract Price of your Contract is Twenty-Six Thousand Seventeen Dollars and Fifty Eight Cents Dollars ($26,017.58).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. ~~Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).~~
3. Other conditions precedent:
   Deliver with the Executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5)

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin
Owner

By: _____
Authorized Signature – Josie Esker

City Engineer
Title

Copy to Engineer

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Notice to Proceed

Date: __March 9, 2021__

Project: High Point Lane Tree Removal	
Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138
Contractor: JIMAX Corp.	
Contractor's Address: 3445 SW Jimax PIace; Peoria IL 61605	

You are notified that the Contract Times under the above Contract will commence to run on March 9th, 2021 (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the Work for the High Point Lane Tree Removal project shall be substantially completed on or before March 30, 2021. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement and Certificate of Insurance in accordance with the Contract Documents, ~~Performance Bond, and Payment Bond~~.

City of Pekin

Owner

Given by:

Authorized Signature – Josie Esker

City Engineer

Title

Date

Copy to Engineer

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: High Point Lane Tree Removal	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal		Date of Contract: March 9, 2021
Contractor: JIMAX Corp.; 3545 SW Jimax Place; Peoria, IL 61605		Engineer's Project No.: 20200138

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer	Owner	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Certificate of Substantial Completion

Project: High Point Lane Tree Removal

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: High Point Lane Tree Removal	Engineer's Project No.: 20200138

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 Attn: Josie Esker	From (Contractor): JIMAX Corp. 3545 SW Jimax Place; Peoria IL 61605	Via (Engineer): Midwest Engineering Associates, Inc.
Project: High Point Lane Tree Removal	Contract: High Point Lane Tree Removal	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20200138

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE**..... $ _____
2. **Net change by Change Orders**..... $ _____
3. **Current Contract Price (Line 1 ± 2)**..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE**
   (Column F on Progress Estimate)..... $ _____
5. **RETAINAGE:**
   a. X _____ **Work Completed**..... $ _____
   b. X _____ **Stored Material**..... $ _____
   c. **Total Retainage (Line 5a + Line 5b)**..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**... $ _____
8. **AMOUNT DUE THIS APPLICATION**..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE**
   (Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) - Midwest Engineering Associates (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) - City of Pekin (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such

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as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

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47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

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b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

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accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

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4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

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5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the

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Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

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4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof

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and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

      3) it has a proven record of performance and availability of responsive service.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

   a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

   c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

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d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner

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for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the

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Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

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6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

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b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

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6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor

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or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

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B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

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8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

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8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by

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Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

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1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

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E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers,

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which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

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C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

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1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

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B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents

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and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

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c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the

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certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed

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and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

1. Supplemental Conditions;
2. Information for Bidders;
3. Bid (Proposal);
4. General Conditions;
5. Specifications/Special Provisions and Special Conditions;
6. Drawings.

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

(1) Each Occurrence $1,000,000
(2) Aggregate $1,000,000

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

(A.) Blanket Contractual Liability to include all oral and written agreements
(B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be $1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

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paragraph 5.04 of the General Conditions shall not be less than the following amounts or greater where required by law:

SC-5.04.C.1 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's liability:	$500,000

SC-5.04.C.2 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	$ 2,000,000
(2)	Products – Completed Operations Aggregate	$ 1,000,000
(3)	Personal and Advertising (Injury and Property Damage)	$ 1,000,000
(4)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
(5)	Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.	
(6)	Excess Liability	
	General Aggregate	$ 1,000,000
	Each Occurrence	$ 1,000,000

SC-5.04.C.3 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions.

(1) Bodily Injury:

$1,000,000	Each Person
$1,000,000	Each Accident

Property Damage:

$1,000,000	Each Accident

(2) Combined Single Limit (Bodily Injury and Property Damage):

$2,000,000	Each Accident

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SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	General Aggregate	$ 2,000,000
(2)	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., City of Pekin, Housing Authority of the City of Pekin, and Park Court Limited shall also be named as additional insured.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of $50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

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SC-17. NO CHANGES

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SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
HIGH POINT LANE TREE REMOVAL
Pekin, Illinois

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to the Base Bid shall be completed on or before March 30, 2021.

Should the Contractor fail to substantially complete this project within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of $ 800.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of calendar days and such amount shall be deducted from the monies due the Contractor.

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CONSTRUCTION SCHEDULE

Submit a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 3 calendar days of the date established for "Commencement of the Work". Indicate important stages of construction for each major portion of the work, including testing and installation of services. Provide a separate time bar to identify each major construction item. Show the following as a minimum:

- Mobilization
- Tree Removal (Felling)
- Temporary Seeding
- Cleaning

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29,

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1970, including all amendments and bulletins.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The General Contractor and all subcontractors shall be liable for compliance with all applicable provisions and regulations of the Illinois Fair Employment Practices Commission, entitled: "Required Equal Employment Opportunity Clause in all Public Contracts", and shall otherwise comply with all applicable provisions, procedures, and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission with regard to providing equal employment opportunities for any persons working on or otherwise assisting with this project, as provided in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

ILLINOIS PREVAILING WAGE ACT:

- All work of this contract shall be subject to the provisions of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The General Contractor and Subcontractors shall be liable for compliance with this Act.

- If, the course of work under this Contract, the Department of Labor revised the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

The Contractor shall provide submittals as listed in individual sections in minimum quantities noted, or as follows:

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 6 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 6 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use

by all workmen during construction.
- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the Owner and/or the Engineerat the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.

- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the Owner and/or the Engineer within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.

- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the Owner and Engineer and be a prerequisite to approval of final payment.

- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the Owner and/or the Engineer on an inspection. A preliminary Punch List of a general nature will be made at this time.

- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Owner and/or the Engineer in writing that the project is complete in every respect and is ready for final inspection.

- Upon receipt of the written notification from the Contractor, the City of Pekin will make the final inspection so that a "substantially complete" Punch List may be issued.

- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the “substantially complete” Punch List items in accordance with the provision

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stated thereon.

REFER TO SHEET C110 FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

APPENDIX A

TAZEWELL COUNTY PREVAILING WAGES

Attachment: Exhibit B High Point Lane Tree Clearing Contract Documents_Issued for Construction_03032021 (2511 : Resolution No. 227-20/21

Tazewell County Prevailing Wage Rates posted on 1/13/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Othe Ins**
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		38.25	40.75	1.5	1.5	2.0	2.0	8.15	13.45	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

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MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70	
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67	
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
PILEDRIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16	
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90	
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25	
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30	
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02	
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52	
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	

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Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some clo future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where th mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sounc vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control system microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Ai compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and or the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stoc piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) ar Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments F.W.D. & Similar Types; Vermeer Concrete Saw.

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Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Bric Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warne Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drur - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar type Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truc Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pump (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4 1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. I a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted stat which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Mark Rothert, City Manager**

AGENDA ITEM:	Resolution No. 228-20/21 Establishing non-union Cost of Living Adjustments for FY22 Budget
ACTION REQUESTED:	Approve and Adopt the Resolution.

DESCRIPTION: The City Council recently adopted Policy No 24-20/21 that calls for city council approval of any cost of living adjustment (COLA) for non-union employees by April 30th of each year, before the start of the City's next fiscal year budget. COLAs are increases to base salary to counteract the effects of inflation.

The attached resolution therefore recommends a COLA based on the following rationale:

1. Various indexes have been devised to measure different aspects of inflation. Inflation has been defined as a process of continuously rising prices or, equivalently, of a continuously falling value of money. The Consumer Price Index or CPI measures inflation as experienced by consumers in their day-to-day living expenses; the Producer Price Index (PPI) measures inflation at earlier stages of the production process; the International Price Program (IPP) measures inflation for imports and exports; the Employment Cost Index (ECI) measures inflation in the labor market; and the Gross Domestic Product (GDP) Deflator measures inflation experienced by both consumers themselves as well as governments and other institutions providing goods and services to consumers. The "best" measure of inflation depends on the intended use of the data. The CPI is generally the best measure for adjusting payments to consumers (e.g. employees) when the intent is to allow consumers to purchase at today's prices, a market basket of goods and services equivalent to one that they could purchase in an earlier period.

2. The CPI is calculated for two population groups: All Urban Consumers (CPI-U) and Urban Wage Earners and Clerical Workers (CPI-W). The CPI-U represents about 93 percent of the total U.S. population and is based on the expenditures of all families living in urban areas. The CPI-W is a subset of the CPI-U and is based on the expenditures of families living in urban areas who meet additional requirements related to employment: more than one-half of the family's income is earned from clerical or hourly-wage occupations. The CPI-W represents about 29 percent of the total U.S. population.

   Previous discussion on COLA had centered on the Social Security Administration's annual COLA. In 1973, the US Congress amended the Social Security Act of 1935 with public law 92-336. Part of that amendment called for automatic annual cost of living increases to be made to Social Security payments based on the CPI. That COLA is defined as the percent increase between the 3rd quarter average of the CPI-W for a given year and the previous peak 3rd quarter average of the CPI-W.

3. There can be small differences in movement of the two indexes over short periods of time because differences in the spending habits of the two population groups result in slightly different weighting. The long-term movements in the indexes are similar. CPI-U and CPI-W indexes are calculated using measurement of price changes of goods and services with the same specifications and from the same retail outlets. The CPI-W is used for escalation primarily in blue-collar cost-of-living adjustments. Because the CPI-U population coverage is more comprehensive, it is used in most escalation calculations.

4. Indexes are available for the U.S. and various geographic areas. For example, the 23 metropolitan areas

for which BLS publishes separate index series are by-products of the U.S. City Average index. Metropolitan area indexes have a relatively small sample size and, therefore, are subject to substantially larger sampling errors. Metropolitan area and other subcomponents of the national indexes (regions, size-classes) often exhibit greater volatility than the national index. For these reasons, BLS strongly recommends using national or regional indexes, due to the volatility of local indexes.

5. The U.S. City Average CPIs are published on a seasonally adjusted basis as well as on an unadjusted basis. The purpose of seasonal adjustment is to remove the estimated effect of price changes that normally occur at the same time and in about the same magnitude every year (e.g., price movements due to the change in weather patterns, holidays, model change-overs, end-of-season sales, etc.). In addition, the factors that are used to seasonally adjust the data are updated annually and seasonally adjusted data are subject to revision for up to 5 years after their original release. For these reasons, BLS strongly recommends using indexes that are not seasonally adjusted. We also recommend using national or regional indexes, due to the volatility of local indexes.

6. Another consideration is whether to use a particular monthly index from one year to the next, such as December to December, or to use annual averages. From a statistical perspective, each of these types of indexes has its advantages. A 12-month percent change from, say, January-to-January, is arguably a more recent estimate of price change than an annual average percent change. In other words, the January-to-January percent change is the most recent 12-month percent change in a year, while the annual average percent change reflects the change in the average index for all 12 months of one year to the average index for all 12 months the next year. The December-to-December index percent change, however, tends to be more variable than the percent change in the annual average index. Annual average indexes are based on 12 monthly data points which, when averaged, smooth out the highs and lows.

7. Attached is a comparative chart showing rates of CPI-U and CPI-W for various geographies with both annualized and 12-month comparison (January-to-January) figures.

8. Based on the comparative chart and reasons cited above to exclude CPI-W, specific metropolitan cities, staff is therefore recommending a COLA for non-union employees for Fiscal Year 2021-2022 of **1.09%** which is the average of the following:
   - US City Average (annual average)
   - US City Average (most recent 12-month % change)
   - Midwest (annual average)
   - Midwest (most recent 12-month % change)
   - East North Central US Census Division (annual average)
   - East North Central US Census Division (most recent 12-month % change)

9. Sources include:
   - https://www.bls.gov/cpi/factsheets/escalation.htm
   - https://www.bls.gov/cpi/questions-and-answers.htm#Question_17
   - https://www.ssa.gov/cola/

FINANCIAL IMPACT:	
Requested Amount:	TBD
Line Item:	Various Personnel Line Items for Non-Union Employees
Budgeted Amount:	TBD
Remaining Funds:	TBD
IMPACT IF APPROVED:	COLA for FY22 Budget is approved
IMPACT IF DENIED:	COLA for FY22 Budget is not approved
ALTERNATIVES:	N/A
RELATED TO THE 2019-2021 CITY COUNCIL GOALS:	

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Date:

WHEREAS, the City Council recently adopted Policy No 24-20/21 that calls for city council approval of any cost of living adjustment (COLA) for non-union employees by April 30th of each year, before the start of the City's next fiscal year budget; and

WHEREAS, COLAs are increases to base salary to counteract the effects of inflation; and

WHEREAS, the Consumer Price Index or CPI measures inflation as experienced by consumers in their day-to-day living expenses; and

WHEREAS, based on a comparative analysis of changes in CPI, the City Council finds it in the best interest of the City to adopt a COLA for non-union employees for Fiscal Year 2021-2022 at rate of 1.09%.

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

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

Section 2. The City shall adopt and approve of a COLA for non-union employees for Fiscal Year 2021-2022 at rate of 1.09%.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

CONSUMER PRICE INDEX VALUES (2019-2020)

CPI Methodology	Population Coverage	Population Coverage	Annual Average 2019	Annual Average 2020	Annual Average % Change	Most recent 12-month percent change Jan-20	Most recent 12-month percent change Jan-21	Most recent 12-month percent change % Change
CPI - U	**US City Average**	93%	255.657	258.811	1.23%	257.971	261.582	1.40%
	Midwest (IL, IN, OH, MI, WI, MN, IA, MO, KS, NE, SD, ND)	93%	237.776	240.040	0.95%	239.690	242.552	1.19%
	East North Central US Census Division (IL, WI, MI, IN, OH)	93%	103.101	104.056	0.93%	104.130	105.024	0.86%
	Chicago (Chicago-Naperville-Elgin, IL-IN-WI)	93%	241.181	243.873	1.12%	244.361	246.008	0.67%
	St. Louis (St. Louis, MO-IL)	93%	231.187	232.906	0.74%	No Data	No Data	No Data
CPI - W	**US City Average**	29%	249.222	252.248	1.21%	251.361	255.296	1.57%
	Midwest (IL, IN, OH, MI, WI, MN, IA, MO, KS, NE, SD, ND)	29%	231.754	233.999	0.97%	233.506	236.840	1.43%
	East North Central US Census Division (IL, WI, MI, IN, OH)	29%	103.210	104.151	0.91%	104.208	105.364	1.11%
	Chicago (Chicago-Naperville-Elgin, IL-IN-WI)	29%	232.699	235.391	1.16%	235.518	237.602	0.88%
	St. Louis (St. Louis, MO-IL)	29%	229.060	231.028	0.86%	No Data	No Data	No Data

Attachment: COLA Worksheet (2507 : Resolution No. 228-20/21 Establishing non-union Cost of Living

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Mark Rothert, City Manager**

AGENDA ITEM:	Resolution No. 229-20/21 Avanti's Dome support in the amount of $40,000 for Marketing Purposes
ACTION REQUESTED:	Approve and Adopt the Resolution.

DESCRIPTION: The Avanti's Dome is requesting $40,000 from the City of Pekin for the reimbursement of funds expended for marketing of activities and events at the facility over the next year. This is an annual request that was first approved in 2019 in a joint effort between the City and the Avanti's Dome to promote the facility and help market various events they host, which range from indoor softball tournaments to concerts and comedy events.

The attached proposed 2021 schedule of events is promising with anticipated activity at the Dome for the majority of the spring, summer and fall. The Dome drives overnight room stays for area hotels and, but for the events at the Dome, many of the hotels have indicated their vacancy rates would be much higher. The Dome also produce ancillary sales taxes for the City with food, gas and merchandise purchases by visitors coming to the area who are in the community to attend events.

The Tourism and Beautification Committee voted to approve the funding request. Staff also recommends approval.

FINANCIAL IMPACT:

Requested Amount:	$6,667 (FY21) + $33,333 (FY22) = $40,000, paid on a reimbursement basis with review/approval by the City Manager	
Line Item:	208-208-597700 (FY21 & FY22)	
Budgeted Amount:	$60,279 (FY21)	TBD (FY22)
Remaining Funds:	$36,379 (FY21)	TBD (FY22)

IMPACT IF APPROVED:	City supports Avanti's Dome event marketing
IMPACT IF DENIED:	City does not support Avanti's Dome event marketing
ALTERNATIVES:	N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

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

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Date:

Resolution No. 229-20/21 Avanti's Dome support in the amount of $40,000 for Marketing Purposes

WHEREAS, the Avanti's Dome has previously received funding from the City in the amount of $40,000 to support marketing of its events; and

WHEREAS, such support was made on a reimbursement basis; and

WHEREAS, the Avanti's Dome actively promotes the facility and helps market various events they host, which range from indoor softball tournaments to concerts and comedy events; and

WHEREAS, the proposed 2021 schedule of events, attached as Exhibit A, is promising with anticipated activity at the Dome for the majority of the spring, summer and fall; and

WHEREAS, the Dome drives overnight room stays for area hotels and, but for the events at the Dome, many of the hotels have indicated their vacancy rates would be much higher; and

WHEREAS, the Dome also helps produce ancillary sales taxes for the City with food, gas and merchandise purchases by visitors coming to the area who are in the community to attend events; and

WHEREAS, the City Council finds it in the best of the City and its citizens to support the Dome with event marketing assistance through the Tourism Fund.

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

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

Section 2. The City shall allocate an amount of $40,000 from the City's Tourism Fund to support market efforts of the Avanti's Dome in 2021.

Section 3. All payments to the Avanti's Dome shall be on a reimbursement basis with review and approval of all reimbursements being made by the City Manager.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

AVANTI's DOME
2021 CALENDAR OF EVENTS

Note: Summer Softball & Baseball Leagues will be added every Monday, Tuesday, & Wednesday Nights. There will also be fall and winter leagues as well.

Monday March 1st	8am - 10am Open Walking Noon College Softball Double Header: Kankakee Comm College vs. John Wood 5pm - 6pm Pekin Pride Travel Soccer Practice 5:30pm - 8pm Washington Travel LaCrosse practice 6pm - 8pm Eureka College Softball Practice
Tuesday March 2nd	1pm College Softball Double Header: Spoon River vs Trinity Christian College 5:30pm - 8pm Washington Travel LaCrosse Practice
Wednesday March 3rd	8am - 10am Open Walking 4pm - 6pm Eureka College Softball Practice 5pm - 6pm Pekin Pride Travel Soccer Practice 6pm - 8pm Pekin High School Boys Soccer Red & White Scrimmage
Thursday March 4th	5pm - 9pm ATS: Early Spring Indoor Travel League
Friday March 5th	8am - 10am Open Walking 5pm - 12am Travel Softball Tournament
Saturday March 6th	6am - 12am Travel Softball Tournament
Sunday March 7th	6am - 5pm Travel Softball Tournament
Monday March 8th	8am - 10am Open Walking 5pm - 6pm Pekin Pride Travel Soccer Practice 5:30pm - 8pm Washington Travel LaCrosse Practice
Tuesday March 9th	1pm College Softball Double Header: Parkland College vs TBD 5:30pm - 8pm Washington Travel LaCrosse Practice
Wednesday March 10th	8am - 10am Open Walking 1pm College Softball Double Header: Spoon River vs ICC 5pm - 6pm Pekin Pride Travel Soccer Practice
Thursday March 11th	5pm - 9pm ATS: Early Spring Indoor Travel League
Friday March 12th	7:30am Pekin Chamber of Commerce Puttin' On Pekin Breakfast 8am - 10am Open Walking 1pm College Softball Double Header: Parkland College vs TBD 5pm - 12am Travel Baseball Tournament
Saturday March 13th	7am - 12am Travel Baseball Tournament
Sunday March 14th	7am - 2pm Travel Baseball Tournament

Attachment: Avanti Dome Events (2522 : Resolution No. 229-20/21 Avanti's Dome support in the amount of $40,000 for Marketing Purposes)

Monday March 15th	8am - 10am Open Walking 5pm - 9pm Heyworth Storm 3 Team Round Robin
Wednesday March 17th	8am - 10am Open Walking 6pm - 8pm Mid-Illini Bandits Practice
Thursday March 18th	5pm - 9pm ATS: Early Spring Indoor Travel League
Friday March 19th	5pm - 12am Shriners Fundraiser Travel Tournament
Saturday March 20th	6am - 12am Shriners Fundraiser Travel Tournament
Sunday March 21st	6am - 5pm Shriners Fundraiser Travel Tournament
Monday March 22nd	8am -10am Open Walking
Wednesday March 24th	8am - 10am Open Walking 5pm - 9pm ATS: Early Spring Indoor Travel League
Thursday March 25th	5pm - 9pm ATS: Early Spring Indoor Travel League
Friday March 26th	8am - 10am Open Walking 5pm - 12am Travel Softball Tournament 6pm - 10pm National Wild Turkey Federation Dinner
Saturday March 27th	6am - 12am Travel Softball Tournament
Sunday March 28th	6am - 5pm Travel Softball Tournament
Monday March 29th	8am -10am Open Walking
Wednesday March 31st	8am - 10am Open Walking 5pm - 9pm ATS: Early Spring Indoor Travel League
Thursday April 1st	5pm - 9pm ATS: Early Spring Indoor Travel League
Friday April 2nd	8am -10am Open Walking
Saturday April 3rd	7am - 7pm Charity Slow Pitch Softball Tournament (tentative, depending on infield work)
Friday April 9th - Sunday April 12th	NSA Softball Indoor Tournament
Friday April 16th - 18th	NSA Softball Indoor Tournament
Saturday April 17th	3pm - 11pm Hill Wedding 7am - 7pm Slow Pitch Softball Tournament
Saturday April 24th	9am -5pm One Day Softball Tournament 4pm - 11pm Birthday Party

Attachment: Avanti Dome Events (2522 : Resolution No. 229-20/21 Avanti's Dome support in the amount of $40,000 for Marketing Purposes)

Sunday April 25th	9am - 5pm One Day Softball Tournament
May 1st & 2nd	One day Softball tournaments
May 8th	Power Lifting Competition (tentative)
May 8th & 9th	One Day Softball Tournaments
May 15th & 16th	One Day Softball Tournaments
May 22nd & 23rd	CY Sports Softball Tournament (tentative)
June 4th - 6th	Shriner's Fundraiser Tournament
June 11th - 13th	Travel Softball Tournament
June 18th - 20th	CY Sports Softball Tournament (tentative)
June 25th - 27th	Travel Softball Tournament
July 9th - 11th	USSSA 8u State Championship
July 16th - 18th	Women's/Lette's Fast Pitch Tournament
July 23rd - 25th	Travel Softball Tournament
July 30th - August 1st	Travel Softball Tournament
August 7th & 8th	USSSA Slow Pitch State Championship (tentative)
August 14th	Molly Hatchet Concert
August 21st	Slow Pitch Softball Tournament Barney-Rademaker Wedding Reception
August 28th	Slow Pitch Softball Tournament
September 10th - 12th	NAFA Fall State Tournament (Girl's Fast Pitch)
September 15th	Boy Scouts Breakfast
September 25th	Samuel - Jackson Wedding Reception
October 2nd & 3rd	Softball for TaTa's Charity Slow Pitch Tournament
October 29th & 30th	Early Ford V-8 Car Show
November 27th	MSC Peoria Women's Soccer Tryout
January 17th, 2022	Bradley Softball Camp

Attachment: Avanti Dome Events (2522 : Resolution No. 229-20/21 Avanti's Dome support in the amount of $40,000 for Marketing Purposes)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Mark Rothert, City Manager**

AGENDA ITEM:	Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market
ACTION REQUESTED:	Approve and Adopt the Resolution.

DESCRIPTION:

The Pekin Park District Miller Center, Tazewell County Resource Center, Pekin Area Chamber of Commerce and Tazewell County Health Department joined together to establish a 2021 Farmer's Market in Pekin which will be located in the Miller Center parking lot. In the past, the Pekin Farmer's Market has been held downtown, with attempts at different days and times. Past obstacles have been lack of parking and inconvenient times. The main driving force of the 2021 Pekin Farmer's Market is to make fresh produce and local goods available to residents of Pekin (see attached for the business plan overview). Farmer's Market coupons are distributed to seniors and low income families, and by providing a central location with a convenient day and time this allows Pekin residents to take advantage of buying fresh local goods. The first couple of years will be dedicated to making sure that the market is self-sustainable, as well as being consistent, professionally managed, well attended and highly visible. The Pekin Park District Miller Center is asking for $5,000 from the City of Pekin to help support the cost of a professional marketing campaign. Hours are proposed to be Thursdays from 3:30 PM – 6:30 PM May through September (18 weeks). This funding request would come from hotel/motel taxes.

The Tourism and Beautification Committee voted to recommend approval of the funding request. Staff also recommends approval.

FINANCIAL IMPACT:

Requested Amount:	$5,000
Line Item:	208-208-597700
Budgeted Amount:	$60,279
Remaining Funds:	$ 41,379

IMPACT IF APPROVED:	City supports Farmer's Market
IMPACT IF DENIED:	City does not support Farmer's Market
ALTERNATIVES:	N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Mark A. Rothert
Mark A. Rothert, City Manager 3/5/2021

Date:

Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market

WHEREAS, the Pekin Park District Miller Center, Tazewell County Resource Center, Pekin Area Chamber of Commerce and Tazewell County Health Department have joined together to establish a 2021 Farmer's Market in Pekin which will be located in the Miller Center parking lot; and

WHEREAS, in the past, the Pekin Farmer's Market has been held downtown, with attempts at different days and times; and

WHEREAS, past obstacles have been lack of parking and inconvenient times; and

WHEREAS, the main driving force of the 2021 Pekin Farmer's Market is to make fresh produce and local goods available to residents of Pekin; and

WHEREAS, Farmer's Market coupons will be distributed to seniors and low income families, and by providing a central location with a convenient day and time this allows Pekin residents to take advantage of buying fresh local goods; and

WHEREAS, the funding request from the City will be used to support marketing the Farmer's Market.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Pekin, Illinois that:

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

Section 2. The City shall allocate a sponsorship amount of $5,000 from the City's Tourism Fund to support the 2021 Pekin Farmer's Market.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK



MILLER CENTER
Pekin Park District

November 3, 2020

To: City of Pekin Tourism and Beautification Committee

Thank you for allowing me the opportunity to present a proposal of the 2021 Pekin Farmer's Market. I have included a business proposal which also has a proposed marketing strategy as requested. I am asking for $5,000 from the City of Pekin to help support the cost of a professional marketing campaign. Please let me know if you have any questions.

Thank you for your consideration.

Sincerely,

Alisha Dault

Alisha Dault, MA
Miller Center Administrator

Attachment: Farmers Market Business Plan to the City (1) (2521 : Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market)

Alisha Dault, M.A.
Miller Center Administrator
adault@pekinparkdistrict.org

551 S. 14th Street
Pekin, IL 61554

Business Plan for 2021 Pekin Farmer's Market

Prepared by: Alisha Dault, MA, Miller Center Administrator - November 2020

Summary

The Pekin Park District Miller Center, Tazewell County Resource Center, Pekin Area Chamber of Commerce and Tazewell County Health Department joined together to establish a 2021 Farmer's Market in Pekin at the Miller Center parking lot. In the past, the Pekin Farmer's Market has been held downtown, with attempts at different days and times. Past obstacles have been lack of parking and inconvenient times.

The main driving force of the 2021 Pekin Farmer's Market is to make fresh produce and local goods available to residents of Pekin. Farmer's Market coupons are distributed to seniors and low income families, and by providing a central location with a convenient day and time this allows Pekin residents to take advantage of buying fresh local goods.

Vision

Our vision is to ultimately become an established farmers market that attracts people from Pekin and the surrounding areas to shop fresh local goods. The first couple of years will be dedicated to making sure that the market is self-sustainable, as well as being consistent, professionally managed, well attended and highly visible. The long term goal is to maintain consistency expand the size of the market and the number of people that attend.

To accomplish our vision, our priorities will be 1) publicizing the market both to customers and vendors, 2) utilizing a professional marketing campaign and 3) seeking sponsorships.

Location

The proposed 2021 Pekin Farmer's Market will be located at the Pekin Park District Miller Center Parking Lot located at 551 South 14th Street, Pekin and overlooking Pekin's iconic Mineral Springs Pavilion and Lagoon. Parking will be located at the First United Methodist Church that is adjacent to Miller Center.

In the event of inclement weather, the market will be moved indoors at the Miller Center, with consideration to any regulations due to COVID19.



Attachment: Farmers Market Business Plan to the City (1) (2521 : Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market)

Alisha Dault, M.A.
Miller Center Administrator
adault@pekinparkdistrict.org

551 S. 14th Street
Pekin, IL 61554

Key Planning Expectations

Size of Market

Most organizations recommend establishing a farmer's market with at least 6 vendors. Ideally, we would like to have 10 or more for a successful market with a variety of products.

Foot Traffic

If adequately publicized and located in a highly-visible location, a farmer's market at the Miller Center could attract 100-200 people weekly. Foot traffic goals would increase as the size of the market expands and COVID19 regulations lessen.

Competition

There are other farmer's markets in the surrounding area. These markets include:

Location	Day of Week	Times	Duration
East Peoria	Fridays	4:00 PM – 7:00 PM	June - September
Morton	Tuesdays	3:30 PM – 6:30 PM	June – Mid September
Peoria Metro Centre	Monday - Saturday	8:00 AM	May - October
Peoria Riverfront	Saturdays	8:00 AM – Noon	Mid May - September

The intention of the 2021 Pekin Farmer's Market is not to be in competition with other local markets, but instead to offer residents of Pekin and the surrounding areas a closer option. We are proposing the Pekin market be held on Thursdays from 3:30 PM – 6:30 PM May through September. (18 weeks)

Revenue

- Proposed Fees - $20 / week per vendor slot or Seasonal Vendor $175
- Potential Sponsorships

Expense

- Staff Time – including planning, preparation and actual event
- Mailing to vendors
- Possibly entertainment to draw a larger crowd
- Professional Marketing Strategy

Attachment: Farmers Market Business Plan to the City (1) (2521 : Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market)

Alisha Dault, M.A.
Miller Center Administrator
adault@pekinparkdistrict.org

551 S. 14th Street
Pekin, IL 61554

Marketing Strategy

Marketing this first year is vital to the success of the 2021 Pekin Farmer's Market. We will absolutely utilize all of the free marketing opportunities listed below.

Free Marketing

- Free logo – Peoria Convention and Visitor's Bureau
- Create a Pekin Farmer's Market Facebook Page
- Advertise on all of the Pekin Park District outlets including 5 Facebook pages, Pekin Park District Website, Pekin Park District Brochure, Miller Center Newsletter, electronic signage and posters
- Community Calendars – Pekin Chamber, City of Pekin, Tazewell County Health Department, local churches and Media Outlet calendars like WEEK, WMBD, HOI, WTVP, Peoria Journal Star, Pekin Times
- Registering with the Illinois Department of Agriculture Farmers' Market

Paid Marketing ($15,000)

- Banner design and production of multiple banners to display at the market, in the park and around town
- Flyer design and production of posters and flyers
- Yard Sign design and production
- Paid Advertisement through local newspapers (Peoria Journal Star, Pekin Times) and magazines (ie: Healthy Cells, 50+ News & Views)
- Paid Radio Advertisement

SWOT Analysis

Strengths

- Location – Pekin Park Miller Center Parking Lot
    - High visibility location that may attract more foot traffic
    - Centrally located overlooking Pekin's iconic Mineral Springs Pavilion and Lagoon
    - During inclement weather the market will be brought indoors at the Miller Center
- Transportation available to seniors through the Miller Center Transportation Service.

Attachment: Farmers Market Business Plan to the City (1) (2521 : Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market)

Alisha Dault, M.A.
Miller Center Administrator
adault@pekinparkdistrict.org

551 S. 14th Street
Pekin, IL 61554

Weakness

- First time market at this location

Opportunities

- Move towards buying local food and goods
- Utilize more farmer's market coupons

Threats

- Surrounding markets could draw customers from this area
- Inability to secure enough vendors would result in a small market that won't draw enough foot traffic
- Limited budget for advertising and promotions

Attachment: Farmers Market Business Plan to the City (1) (2521 : Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market)

Alisha Dault, M.A.
Miller Center Administrator
adault@pekinparkdistrict.org

551 S. 14th Street
Pekin, IL 61554

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Brett Olson, Assitant Operations Supervisor**

AGENDA ITEM: Resolution No. 231-20/21 Authorizing the Purchase of Additional Garbage and Recycle Carts

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Due to a low number of carts in our current inventory (currently less than 80 garbage carts and less than 30 recycle carts) and carts still being purchased at a rapid rate, the City is seeking City Council approval to purchase 500 garbage carts and 250 recycle carts for the Solid Waste Department.

Staff is recommending the purchase of the carts through the utilization of Sourcewell contract (#041217-CEI). The vendor chosen in the Sourcewell contract is Cascade Engineering that the city has utilized in the past for its cart purchases. As has been standard with previous purchased carts, a 10-year warranty is included.

Staff recommends the approval with delivery of the carts generally 3-4 weeks.

FINANCIAL IMPACT:

	Garbage	Recycle	Total
Requested Amount:	$23,000.00	$10,562.50	$33,562.50
Line Item:	223-023-529000	223-026-529000	
Budgeted Amount:	$25,000.00	$5,000.00	$30,000
Remaining Funds:	$0	$0	to be paid with FY '21 Solid Waste income

IMPACT IF APPROVED: The City will have carts to be used for solid waste collection

IMPACT IF DENIED: The City will not have carts to be used by the public for solid waste collection

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager 3/5/2021

Date:

WHEREAS, the Solid Waste Department is in need of additional garbage and recycling carts due to high demand for the same; and

WHEREAS, the Solid Waste Department, using joint purchasing organization Sourcewell, has received a proposal from Cascade Engineering for the purchase of 550 garbage carts and 120 recycling carts; and

WHEREAS, the City Council of the City of Pekin finds that the proposal submitted by Cascade Engineering is reasonable.

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

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

Section 2. The purchase of 500 garbage carts and 250 recycling carts from Cascade Engineering, as set forth on the sales orders attached hereto as Exhibit A and Exhibit B, is hereby approved. The Mayor and/or City Manager and the City Clerk are authorized and directed to execute and attest any documents necessary to complete said purchase.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK



QUOTE

4950 37th Street SE, Grand Rapids, MI 49512

Date: February 23, 2021

QUOTE PREPARED FOR:	SHIP TO:
Brett Olson City of Pekin, IL 1208 Koch St Pekin, IL 61554 815-878-4009	Pekin, IL

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
96-Gallon Containers -Gray with Red lid and Pekin hotstamp on sides	**500**	**$46.00**	**$23,000.00**
64-Gallon Containers -Gray with Red lid and Pekin hotstamp on sides	**250**	**$42.25**	**$10,562.50**
Subtotal			$33,562.50
Freight	2	$1,032.00	$2,064.00
Sales Tax (if applicable)	TBD		$0.00
Total			**$35,626.50**

ADDITIONAL INFORMATION
Freight Info: 2 truckloads @ $1032 per truckload
Wheel Size: 10"
Leadtime: 3 weeks
Payment Terms: NET45
Warranty: 10 year non-prorated
Quote Valid Until:3/1/21
Taxes: All applicable taxes to be paid by buyer unless tax exemption certificate is provided

PRESENTED BY:	ACCEPTED BY:	
Brian Miller, Regional Sales Manager Cascade Engineering, Inc. 4950 37th Street SE Grand Rapids, MI 49512 Phone: 616-915-1693 Fax: 616-975-4902 Email: brian.miller@cascadeng.com	Sign and Print Name	Date
	Title	Phone

Please return signed acceptance to Brian Miller at the email or fax number above.

Attachment: Quote - City of Pekin 500 96g 250 64g REV1 (2-23-21) (2509 : Resolution No. 231-20/21 Authorizing the Purchase of Additional

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Mark Rothert, City Manager**

AGENDA ITEM: Discussion - RFP Solid Waste Collection

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Date:

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Mark Rothert, City Manager**

AGENDA ITEM: Discussion - Utilization of surplus funds for additional projects, roads, vehicles, demolition

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Date:

Pekin
ILLINOIS

CITY OF PEKIN POLICY NO. 20-10/11

GENERAL FUND RESERVES POLICY

PURPOSE OF POLICY

The purpose of this policy is to establish a key element of the financial stability of the City by setting guidelines for the General Fund Reserves. General Fund Reserves, also known as "Fund Balance," is an important measure of economic stability. It is essential that the City maintain adequate levels of reserves to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. Reserves also provide cash flow liquidity for the City's general operations.

DEFINITIONS

General Fund Reserves. General Fund Reserves are related to the following General Fund accounts: General Fund, Solid Waste, Storm Sewer, Capital (adjusted as a five-year rolling average), School Bus, Airport, and Economic Development. It excludes Internal Service Funds, i.e., Insurance and Vehicle Maintenance. The balance in the General Fund is called "reserves."

Fund Balance. A practical definition of fund balance follows: When liabilities are subtracted from assets, there is a fund balance. A positive fund balance means there are more assets than liabilities; a negative fund balance means just the opposite. Fund balance can be complicated by the fact that part of the fund balance is reserved and part unreserved. The difference between reserved and unreserved is that the unreserved can potentially be authorized for future expenditures while the reserved cannot. Additionally, the fund balance is a combination of liquid and Illiquid assets.

Considerations. Credit rating agencies determine the adequacy of the unreserved fund balance, or reserves, using a complex series of financial evaluations. The size of the fund balance is an important but not the only consideration in the City's rating. Other important factors are the reliability of a government's revenue sources, economic conditions, community wealth factors, cash position, debt ratios, management performance, and fiscal decisions made by the legislative body.

The Government Finance Officer's Association of the US & Canada (GFOA) recommends, for cities of comparable size to Pekin, maintaining a fund balance of as high as 25% of annual general fund expenditures. This percentage varies depending on individual community situations, based on the above mentioned considerations and risk.

OTHER PROVISIONS

Maintenance. In the event that General Fund Reserves is so calculated to be less than the policy anticipates, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance. Except in extraordinary circumstances, General Fund Reserves should not be used to fund any portion of the ongoing and routine year-to-year operating expenditures of the City. It should be used primarily to insure adequate designated reserves, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability.

Administrative Responsibilities. The Treasurer and Assistant Finance Director shall be responsible for monitoring and reporting the City's various reserves. The City Manager is directed

Attachment: General Fund Reserves Policy (2524 : Discussion - Utilization of surplus funds for additional projects, roads, vehicles, demolition)

to make recommendations to the City Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

Annual Report. The Treasurer and Assistant Finance Director shall annually submit a report to the City Council outlining the status of the City's various components of the fund balance. This report shall be submitted within thirty days of the receipt of the annual financial audit. The Treasurer and Assistant Finance Director shall also provide status reports at other times to the City Council as may be requested .

POLICY

It is the goal of the City to achieve and maintain a General Fund Reserve equal to 25% of annual expenditures for the following functions: General Fund, Solid Waste, Storm Sewer, Capital (adjusted as a five-year rolling average), School Bus, Airport, and Economic Development.[1] The City considers a balance of less than 25% to be cause for concern, barring unusual or deliberate circumstances, and a balance of more than 40% as excessive. An amount in excess of 40% is to be considered for reservation to accumulate funding for capital projects and equipment, and/or to reduce the tax levy requirements.

Replaces Policy No.18-10/11

Adopted this 11th day of April 2011.

[1] This calculation excludes Insurance and Vehicle Maintenance.

Attachment: General Fund Reserves Policy (2524 : Discussion - Utilization of surplus funds for additional projects, roads, vehicles, demolition)

REQUEST FOR COUNCIL ACTION

Agenda Date: **March 8, 2021**
To: **Council Members**
From: **Sue McMillan, City Clerk**

AGENDA ITEM: Discussion - FY22 Budget Kick-Off Presentation

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 3/4/2021

Date: