



City of Pekin

**REGULAR CITY COUNCIL MEETING
MONDAY, NOVEMBER 14, 2022
5:30 PM**

1. Pledge of Allegiance
2. Call to Order
3. Approve Agenda
4. Approval of Minutes
4.1. City Council - Regular Meeting - Oct 24, 2022 5:30 PM
5. Public Input
6. Consent Agenda
6.1. Accounts Payable To Be Paid Proof List thru October 28, 2022
6.2. Accounts Payable To Be Paid Proof List thru November 11, 2022
6.3. Police Department Stats - October 2022
6.4. Fire Department Monthly Incidents Report- October 2022
6.5. Proclamation "Small Business Saturday" November 26, 2022
6.6. Receive and File Bids for 2023 Sewer Lining
7. New Business
7.1. Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction ACTION REQUESTED: Approve and Adopt the Resolution.
7.2. Resolution No. 500-22/23 Authorization of Expenditure for Emergency Sewer Repairs ACTION REQUESTED: Approve and Adopt the Resolution.

7.3.	Resolution No. 501-22/23 Approve Purchase of Bobcat L28 ACTION REQUESTED: Approve and Adopt the Resolution.
7.4.	Resolution No. 502-22/23 Approve Sidewalk Snow Removal Staff Plan ACTION REQUESTED: Approve and Adopt the Resolution.
7.5.	Resolution No. 503-22/23 Purchase of New Salt Storage Building ACTION REQUESTED: Approve and Adopt the Resolution.
7.6.	Resolution No. 504-22/23 Union Side Letters for Residency ACTION REQUESTED: Approve and Adopt the Resolution.
7.7.	Resolution No. 505-22/23 Property Tax Levy Determination Per Truth in Taxation Act ACTION REQUESTED: Approve and Adopt the Resolution.
7.8.	Resolution No. 506-22/23 Amending Resolution No 498-22/23 Appointment of Interim City Manager ACTION REQUESTED: Approve and Adopt the Resolution.
7.9.	Ordinance No. 4024-22/23 Full Faith and Credit Pledge for CDBG-Funded Fire Apparatus Purchase ACTION REQUESTED: Approve and Adopt the Ordinance.
7.10.	Ordinance No. 4025-22/23 An Ordinance Amending Chapter 5, Article 2, Section 7 of the Pekin City Code Regarding Alcoholic Liquor Classification and License Fees for Non-profit Organizations ACTION REQUESTED: Approve and Adopt the Ordinance.
8.	Discussions
8.1.	Dual Offices / Referendum Issue
8.2.	Discussion for Ordinance Imposing a Tax on Transfers of Real Estate within the City

9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c) 5. Purchase of Property and 1. Personnel
11.	Adjourn

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY OCTOBER 24, 2022 AT 5:30 O'CLOCK P.M.
 MAYOR MARK LUFT PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Abel.

Mayor Luft requested a moment of silence for the passing of firefighter Jami Lusher.

CALL TO ORDER

City Clerk, Ms. Sue McMillan, confirmed all Councilmember were present except for Councilmember Hohimer who was absent.

Mayor Luft declared a quorum and opened the meeting at 5:30 PM.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:21 PM
Karen Hohimer	City of Pekin	Councilwoman	Absent	5:19 PM
Dave Nutter	City of Pekin	Councilman	Present	5:19 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:21 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:20 PM
John P Abel	City of Pekin	Councilman	Present	5:20 PM
Mark Luft	City of Pekin	Mayor	Present	5:22 PM

APPROVE AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Hilst, Councilman
SECONDER: Lloyd Orrick, Council Member
AYES: Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT: Karen Hohimer

APPROVAL OF MINUTES

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Hilst, Councilman
SECONDER: Becky Cloyd, Mayor Pro tem
AYES: Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT: Karen Hohimer

4.1. City Council - Regular Meeting - Oct 10, 2022 5:30 PM

PUBLIC INPUT

Minutes Acceptance: Minutes of Oct 24, 2022 5:30 PM (Approval of Minutes)

Mark Matthews spoke regarding the snow removal policy and gave recommendations to Council as a per push basis. Mr. Matthews also spoke regarding the skidsteer purchase and felt that the equipment did not meet the requirements as the broom was too wide.

Marie Williams spoke regarding 524 State Street and informed Council that the property owner has numerous vehicles on the corner obstructing the view.

Kirsten Sheets with Trajectory Energy Partners stated that she spoke to Randy Price, the owner of Envirosafe, and informed Council that they will continue to be a good neighbor in the Industrial Park as they continue with construction.

Carla Veatch stated that the Fire Department had suffered a great loss with the passing of Jami Lusher and questioned why the Council did not attend the funeral and visitation.

Amy McCoy announced that the Pekin Community High School Football Team was entering State this weekend. The City and Chamber of Commerce finished the third and final downtown street party and thanked staff for helping. The Big Table event was held to move the region forward to help represent Pekin. Ms. McCoy also stated that it was important that personnel matters be dealt with confidentially and with discretion.

Heather Robertson stated that she was a resident of the community and attended the Big Table with Amy McCoy. Pastor Robertson portrayed hope about Pekin and was not in favor of terminating the City Manager, Mr. Mark Rothert.

Daniel C. Shipman stated he was a resident of Pekin and spoke in favor of the City Manager, Mr. Mark Rothert, and requested Council consider not terminating his employment.

Baylee Gambetti stated that she had sent an email to Council regarding her feelings and thanked staff during this time of turmoil.

Ann Witzig also spoke in favor of the agenda item terminating the City Manager's employment, spoke against home rule and felt that Council was not performing ethically.

John Burns questioned why there was no cancellation notice posted regarding the Council Meeting on Sunday, October 23, 2022.

Tom Veatch spoke on behalf of Local 524 and thanked Mayor Luft, the Council, Mr. Rothert and the community for the love and support exhibited on Saturday regarding the passing of firefighter Jamie Lusher.

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 6.1. Tazewell County Animal Control Billing - September 2022**
- 6.2. Accounts Payable To Be Paid Proof List thru October 14, 2022**
- 6.3. Proclamation National American Indian Heritage Month of November**
- 6.4. Resolution No. 491-22/23 Mayor's Appointment of Todd Thompson to the Airport Commission**
- 6.5. Resolution No. 492-22/23 Mayor's Appointment of Steven M. Foster to the Airport Commission**
- 6.6. Receive and File Bids for Chestnut Storm Sewer Improvements Project**

- 6.7. **Receive and File Bids for Riverway Drive Patching Project**
- 6.8. **Ordinance No. 4020-22/23 Special Use Request at 300/310 Hanna Dr (Case SU 2022-05)**
- 6.9. **Ordinance No. 4021-22/23 Variance Request at 141 S Veterans Dr (Case V 2022-11)**
- 6.10. **Ordinance No. 4022-22/23 Variance Request at 2800 Court St (Case V 2022-12)**

NEW BUSINESS

- 7.1. **Ordinance No. 4023-22/23 Approving IMLRMA Renewal Invoice**
Finance Director, Mr. Bruce Marston, presented the request to Council to approve and adopt an ordinance approving the IMLRMA renewal invoice regarding the City's workers compensation and liability program. Mr. Marston explained that the City could recognize a 1% savings of \$11,872.31 if paid before November 18, 2022, otherwise payment was due by December 16, 2022. Paying in two installments was also an option but included an additional 1% installment fee. It was determined that it was not in the best interests of the City to participate in the minimum-maximum option as losses and claim costs were greater than anticipated and would include an additional increase in premium of \$200,000. Mr. Marston further explained to Council that the report in the packet provided a chart showing remaining periods that were open, the max loss and min amount loss, and the year to date incurred. Some of the open years were exceeding the minimum loss which will result in additional costs. Not all claims had been submitted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 7.2. **Resolution No. 493-22/23 Award Chestnut Storm Sewer Improvements to G.A. Rich**
City Engineer, Ms. Josie Esker, presented the request to Council to approve and adopt a resolution awarding the Chestnut Storm Sewer Improvement project to G.A. Rich & Sons, Inc. to provide localized flooding relief by upsizing the existing sewer pipe and installing larger inlets. Ms. Esker added that the improvement would help reduce flooding but would not eliminate it in the area. The bid received was 7% above the Engineer's estimate.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Rick Hilst, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 7.3. **Resolution No. 494-22/23 Award Riverway Drive Patching Project to R.A. Cullinan**
City Engineer, Ms. Josie Esker, presented the agenda item to Council to approve and adopt a resolution awarding the Riverway Drive Patching Project to R.A. Cullinan & Son to full depth patch damaged pavement and replace damaged curb and gutter. Ms. Esker stated that the city would be looking at overlay at some point in the future. Ms. Esker added that the City received \$261,000 from

Alto for damage of the road as the trucks were being detoured during the Front Street Project.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

7.4. Resolution No. 495-22/23 Approve Purchase of a CAT 236D Skidsteer for Snow Removal

A motion was made by Councilmember Abel seconded by Councilmember Cloyd to approve and adopt Resolution No. 495-22/23 Approve Purchase of a CAT 236D Skidsteer for Snow Removal.

A motion was made by Councilmember Nutter seconded by Councilmember Abel to layover the resolution for a discussion item on the November 14, 2022 City Council Agenda to allow for more information.

Josie clarified that a round table event with contractors was bid ridding.

Mayor Luft stated that Council wanted to give Mr. Matthews time to submit his information. On roll call vote all present voted Aye. Motion carried.

RESULT:	POSTPONED [UNANIMOUS]
	Next: 11/14/2022 5:30 PM
MOVER:	Dave Nutter, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

7.5. Resolution No. 496-22/23 - Award T-Hangar Construction Project to Leander Construction

Public Works Director, Mr. Justin Reeise, presented the agenda item to Council to approve and adopt a resolution to award the T-Hangar Construction Project at the Pekin Municipal Airport to Leander Construction. The Capital Improvement Plan indicated a bond issuance for the project but Finance had indicated that a loan would be more favorable. The debt service would be paid repaid with entitlement funds. The City had \$608,109.84 waiting to be reimbursed.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Works Director, Mr. Justin Reeise, reminded the community that the bulk waste event was scheduled on October 29th from 8am-2pm.

Councilmember Cloyd offered her condolences to the Fire Department for their loss.

Councilmember Nutter gave shout out to the downtown Trunk or Treat and congratulated Pekin High on the football game win.

Mayor Luft thanked Heather Robertson for her words.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 1. PERSONNEL

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

9.1. Motion to: Move Into Executive Session to discuss 5 ILCS 120/2 (c) 1. Personnel

A motion was made by Councilmember Cloyd seconded by Councilmember Abel to move into Executive Session to discuss 5 ILCS 120/2 (c) 1. Personnel at 6:35 PM. Motion carried viva voice.

NEW BUSINESS CONTINUED

Council returned to Open Session at 8:15 PM.

10.1. Resolution No. 497-22/23 To Terminate An Employee of the City

Mayor Luft announced that all discussion had taken place and that the name of the employee was named in the resolution.

RESULT:	APPROVED [4 TO 2]
MOVER:	Dave Nutter, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Rick Hilst, Dave Nutter, Becky Cloyd, Lloyd Orrick
NAYS:	John P Abel, Mark Luft
ABSENT:	Karen Hohimer

10.2. Resolution No. 498-22/23 To Appoint An Interim Employee of the City

RESULT:	APPROVED [4 TO 2]
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Rick Hilst, Dave Nutter, Becky Cloyd, Lloyd Orrick
NAYS:	John P Abel, Mark Luft
ABSENT:	Karen Hohimer

ADJOURN

There being no further business of the Council, a motion was made by Councilmember Orrick seconded by Councilmember Nutter to adjourn the meeting. Motion carried voice vote. Mayor Luft adjourned the meeting at 8:18 PM.



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru October 28, 2022

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 10/28/2022 - 8:13AM
 Batch: 00013.10.2022 - missy1 10-28-22



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				
AAA Certified Confidential Security Corp									
10891									
97819	9/30/2022	42.40	0.00	10/28/2022				No	0
100-761-569000	Other Contractual Service			confidential material disposal					
	97819 Total:	42.40							
	AAA Certified Confidentialia	42.40							
Ace Hardware									
10911									
35066/3	10/14/2022	8.07	0.00	10/28/2022				No	0
100-032-522400	General Supplies			extra keys					
	35066/3 Total:	8.07							
	Ace Hardware Total:	8.07							
Advance Auto Parts									
12965									
0481	10/10/2022	59.50	0.00	10/28/2022				No	0
223-023-534000	Automotive Expense			cabin filters for sw stock					
	0481 Total:	59.50							
0544	10/12/2022	165.51	0.00	10/28/2022				No	0
100-761-534000	Automotive Expense			2 belts and air door actuator squad 5174					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
0544 Total:		165.51							
0566	10/12/2022	51.78	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				tie rod ends for 5174					
0566 Total:		51.78							
0604	10/13/2022	16.18	0.00	10/28/2022				No	0
699-069-534000 Automotive Expense				dielectric grease for vmf dept stock					
0604 Total:		16.18							
*** 6210	9/2/2022	38.96	0.00	10/28/2022				No	0
100-032-534000 Automotive Expense				brake cleaner					
*** 6210	9/2/2022	38.96	0.00	10/28/2022				No	0
223-023-534000 Automotive Expense				brake cleaner					
*** 6210	9/2/2022	38.96	0.00	10/28/2022				No	0
501-501-534000 Automotive Expense				brake cleaner					
6210 Total:		116.88							
7265	10/3/2022	45.01	0.00	10/28/2022				No	0
501-501-534000 Automotive Expense				red grease for bus dept					
7265 Total:		45.01							
7266	10/3/2022	102.19	0.00	10/28/2022				No	0
223-023-534000 Automotive Expense				oil seal/wiper blade for sw7					
7266 Total:		102.19							
7542	10/10/2022	188.45	0.00	10/28/2022				No	0
501-501-534000 Automotive Expense				brake pads for bus stock					
7542 Total:		188.45							
7543	10/10/2022	8.27	0.00	10/28/2022				No	0
100-034-534000 Automotive Expense				oil/fuel dye for truck 4					
7543 Total:		8.27							
7983	9/7/2022	15.22	0.00	10/28/2022				No	0

AP-To Be Paid Proof List (10/28/2022 - 8:13 AM)

Page 2

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Attachment: To Be Paid Proof List 10-28-22 (3267 : Accounts Payable To Be Paid Proof List thru October

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-534000 Automotive Expense				air filter for temco #480					
7983 Total:		15.22							
8111	9/21/2022	107.55	0.00	10/28/2022				No	0
501-501-534000 Automotive Expense				brake fluid bus stock					
8111 Total:		107.55							
8279	9/21/2022	91.48	0.00	10/28/2022				No	0
501-501-534000 Automotive Expense				oil seal for bus stock					
8279 Total:		91.48							
8629	10/12/2022	133.99	0.00	10/28/2022				No	0
100-032-522400 General Supplies				battery for wacker roller 416					
8629 Total:		133.99							
8633	10/12/2022	241.49	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				police stock/belts, engine mount and air door actuator					
8633 Total:		241.49							
8643	10/12/2022	16.62	0.00	10/28/2022				No	0
223-023-534000 Automotive Expense				filters for sw stock					
8643 Total:		16.62							
8644	10/12/2022	133.99	0.00	10/28/2022				No	0
100-032-534000 Automotive Expense				battery for truck 432					
8644 Total:		133.99							
*** 8758	10/17/2022	72.55	0.00	10/28/2022				No	0
100-032-534400 Equipment Repairs				oil and fuel filters for bobcat					
8758 Total:		72.55							
Advance Auto Parts Total:		1,566.66							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
All Small Engine N More LLC 13945									
*** 3641	10/3/2022	59.00	0.00	10/28/2022				No	0
223-026-557200 License And Inspection Fees				inspection on recycle 2					
*** 3641	10/3/2022	59.00	0.00	10/28/2022				No	0
100-032-557200 License And Inspection Fees				inspection on truck 406					
*** 3641	10/3/2022	183.00	0.00	10/28/2022				No	0
501-501-557200 License And Inspection Fees				inspection on bus 1204, 1952, 1209					
3641 Total:		301.00							
All Small Engine N More L		301.00							
Amazon Capital Services 10020									
19JXTDQYKYVX	10/1/2022	84.93	0.00	10/28/2022				No	0
501-501-520200 Office Supplies				clip boards and foam cups					
19JXTDQYKYVX Total:		84.93							
1F3K1P1TPK6K	10/1/2022	196.78	0.00	10/28/2022				No	0
501-501-599000 Miscellaneous				candy for appreciation week at bus dept					
1F3K1P1TPK6K Total:		196.78							
Amazon Capital Services T		281.71							
Amerencilco 10021									
*** 0780071001	10/5/2022	26.05	0.00	10/28/2022				No	0
240-240-550500 Electricity For Street Lights				500 petri street light 9/1-10/3/22					
0780071001 Total:		26.05							
*** 0931067015	10/18/2022	25.85	0.00	10/28/2022				No	0
100-068-550100 Utilities				324 court st 9/15-10/16/22					
0931067015 Total:		25.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 1270092007	10/5/2022	137.20	0.00	10/28/2022				No	0
525-525-550100 Utilities				13906 airport ln 9/1-10/3/22					
1270092007 Total:		137.20							
*** 1720124012	10/19/2022	234.84	0.00	10/28/2022				No	0
100-068-550100 Utilities				3224 court st shed 9/18-10/17/22					
1720124012 Total:		234.84							
*** 2063131008	10/14/2022	1,377.54	0.00	10/28/2022				No	0
240-240-550600 Electricity For Signal Lights				traffic lighting 8/18-10/11/22					
2063131008 Total:		1,377.54							
*** 2349029006	10/17/2022	161.17	0.00	10/28/2022				No	0
231-030-550100 Utilities				liftstations 8/18-10/11/22					
2349029006 Total:		161.17							
*** 2434114066	10/17/2022	425.13	0.00	10/28/2022				No	0
240-240-550500 Electricity For Street Lights				1208 koch customer owned st lights 9/15-10/14/22					
2434114066 Total:		425.13							
*** 3139109012	10/5/2022	41.10	0.00	10/28/2022				No	0
240-240-550500 Electricity For Street Lights				hanna dr street light 9/1-10/3/22					
3139109012 Total:		41.10							
*** 3955025012	9/22/2022	31.70	0.00	10/28/2022				No	0
240-240-550500 Electricity For Street Lights				1703 remington rd 8/21-9/20/22					
*** 3955025012	10/21/2022	32.04	0.00	10/28/2022				No	0
100-068-550100 Utilities				1703 remington 9/20-10/19/22					
3955025012 Total:		63.74							
*** 8288305023	10/18/2022	62.78	0.00	10/28/2022				No	0
100-068-550100 Utilities				407 court st 9/15-10/16/22 pocket park					
8288305023 Total:		62.78							
*** 8695491773	10/17/2022	57.99	0.00	10/28/2022				No	0

AP-To Be Paid Proof List (10/28/2022 - 8:13 AM)

Page 5

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
240-240-550500 Electricity For Street Lights				1208 koch street lights 9/15-10/14/22					
8695491773 Total:		57.99							
Amerencilco Total:		2,613.39							
American Water 12288									
4000245149	10/1/2022	1,052.48	0.00	10/28/2022				No	0
231-029-560701 American Water Consmptn Repts				september 2022 service					
4000245149 Total:		1,052.48							
American Water Total:		1,052.48							
Atlas Supply Company 10038									
31195	10/21/2022	54.95	0.00	10/28/2022				No	0
100-068-522400 General Supplies				5 mop heads					
31195 Total:		54.95							
Atlas Supply Company Tot		54.95							
Axon Enterprise, Inc. 10631									
inus108995	10/15/2022	166,031.91	0.00	10/28/2022				No	0
100-009-538000 Maintenance Agreements				AXPM-BWC [aclage					
inus108995 Total:		166,031.91							
Axon Enterprise, Inc. Total		166,031.91							
Beck Oil Company of Illinois 14623									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 83122	9/8/2022	350.00	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				september 2022 squad car washes					
83122 Total:		350.00							
Beck Oil Company of Illin		350.00							
Behrlawn Mowing & Yard Work 14496									
3191	9/1/2022	695.00	0.00	10/28/2022				No	0
100-068-534200 Buildings And Grounds Rep				lawn mowing at various liftstations 9/2-9/21/22					
3191 Total:		695.00							
Behrlawn Mowing & Yard		695.00							
Belcher, Paul 14544									
expense-1022	10/24/2022	41.22	0.00	10/28/2022				No	0
100-761-519000 Training And Education				crime free fall training 10/6-10/7/22					
expense-1022 Total:		41.22							
Belcher, Paul Total:		41.22							
Big Rays Express 14503									
26617	10/14/2022	76.45	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				oil change squad 52010					
26617 Total:		76.45							
26705	10/17/2022	58.45	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				oil change squad 5178					
26705 Total:		58.45							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
26733	10/18/2022	79.11	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				oil change squad 5153					
26733 Total:		79.11							
26748	10/18/2022	71.95	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				oil change squad 52011					
26748 Total:		71.95							
26763	10/19/2022	58.45	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				oil change squad 5175					
26763 Total:		58.45							
Big Rays Express Total:		344.41							
Bobcat of Peoria, Inc. 11518									
0173603	10/14/2022	302.26	0.00	10/28/2022				No	0
100-032-534400 Equipment Repairs				alternator for bobcat					
0173603 Total:		302.26							
Bobcat of Peoria, Inc. Tota		302.26							
Britton Electronics 10083									
2229383	10/19/2022	451.50	0.00	10/28/2022				No	0
231-030-534400 Equipment Repairs				repairs to state st liftstation 9/27/22					
2229383 Total:		451.50							
Britton Electronics Total:		451.50							
Bushue Background Screening 13292									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
pekinbus0930	9/30/2022	228.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				background checks					
pekinbus0930 Total:		228.00							
Bushue Background Screen		228.00							
CAD Construction Inc. 14748									
09262022	9/26/2022	9,945.00	0.00	10/28/2022				No	0
270-270-584009 General Public Improvements				pd remodel project					
09262022 Total:		9,945.00							
10042022	10/4/2022	9,490.00	0.00	10/28/2022				No	0
270-270-584009 General Public Improvements				floor restoration in locker room reno					
10042022 Total:		9,490.00							
CAD Construction Inc. Tot		19,435.00							
Casey Transportation Services, Inc 13206									
20227140	10/9/2022	1,627.23	0.00	10/28/2022				No	0
100-032-535000 Material And Hauling				hauling rock for spray patching					
20227140 Total:		1,627.23							
20227240m	10/22/2022	962.30	0.00	10/28/2022				No	0
100-068-535200 Parking Lot Maintenance A				rip rap at boat ramp/rock					
20227240m Total:		962.30							
Casey Transportation Servi		2,589.53							
CelleBrite Inc 11151									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
invus248112	10/14/2022	1,875.00	0.00	10/28/2022				No	0
100-763-592600 Special Investigations Exp				cellphone data/special investigation					
invus248112 Total:		1,875.00							
CelleBrite Inc Total:		1,875.00							
Centre State International Trucks, Inc. 10109									
*** 01p75976	10/10/2022	-67.20	0.00	10/28/2022				No	0
100-032-534000 Automotive Expense				brake shoe kit returned					
01p75976 Total:		-67.20							
01p75989	10/10/2022	79.60	0.00	10/28/2022				No	0
223-023-534000 Automotive Expense				fuel filter for sw7					
01p75989 Total:		79.60							
Centre State International T		12.40							
CINTAS Corporation 10115									
4134236167	10/13/2022	216.59	0.00	10/28/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 10/13/22					
4134236167 Total:		216.59							
CINTAS Corporation Total		216.59							
City Solutions Consulting LLC 14124									
95	10/24/2022	2,720.00	0.00	10/28/2022				No	0
208-208-560500 Consulting Services				consulting fees 10/11-10/24/22					
95 Total:		2,720.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	City Solutions Consulting	2,720.00							
Citylink 11032 17896	9/30/2022	52,500.00	0.00	10/28/2022				No	0
100-990-565900 Citylink Contract				transportation service july-september 2022					
17896 Total:		52,500.00							
Citylink Total:		52,500.00							
Cloudpoint Geographics Inc. 11838 inv3256	9/30/2022	7,450.00	0.00	10/28/2022				No	0
100-007-569000 Other Contractual Service				GIS services 9/2022					
inv3256 Total:		7,450.00							
Cloudpoint Geographics In		7,450.00							
Comcast Cable 11073 *** 203130107121	9/26/2022	87.56	0.00	10/28/2022				No	0
501-501-569000 Other Contractual Service				cable at bus dept 10/1-10/31/22					
203130107121 Total:		87.56							
*** 203130447667	10/4/2022	207.85	0.00	10/28/2022				No	0
100-032-569000 Other Contractual Service				2820 court st camera 10/11-11/10/22					
203130447667 Total:		207.85							
*** 203130449291	10/1/2022	126.85	0.00	10/28/2022				No	0
100-032-569000 Other Contractual Service				1340 park ave camera 10/8-11/7/22					
203130449291 Total:		126.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 203130449325	10/2/2022	126.85	0.00	10/28/2022				No	0
100-032-569000 Other Contractual Service				1500 s 2nd camera 10/9-11/8/22					
203130449325 Total:		126.85							
*** 203130641400	10/1/2022	126.85	0.00	10/28/2022				No	0
100-032-569000 Other Contractual Service				2600 s 2nd st camera 10/6-11/5/22					
203130641400 Total:		126.85							
*** 203200090660	9/19/2022	309.21	0.00	10/28/2022				No	0
525-525-550100 Utilities				internet at airport 9/23-10/22/22					
203200090660 Total:		309.21							
Comcast Cable Total:		985.17							
Compass Minerals 13295									
1053434	9/30/2022	18,716.72	0.00	10/28/2022				No	0
240-240-536300 Snow Removal - Salt & Chemica				salt delivered 9/29 & 9/30/22					
1053434 Total:		18,716.72							
1055047	10/4/2022	6,236.53	0.00	10/28/2022				No	0
240-240-536300 Snow Removal - Salt & Chemica				salt delivered 10/3/22					
1055047 Total:		6,236.53							
Compass Minerals Total:		24,953.25							
Constellation Newenergy/Gas Division 13810									
*** 3587883	10/12/2022	331.72	0.00	10/28/2022				No	0
100-068-550100 Utilities				111 s capitol & 1130 koch st garage 09/2022					
*** 3587883	10/12/2022	1,038.93	0.00	10/28/2022				No	0
100-068-550100 Utilities				1130 koch st unit A 09/2022					
*** 3587883	10/12/2022	164.13	0.00	10/28/2022				No	0
501-501-550100 Utilities				1130 koch st and 1130 koch st unit B 09/2022					

AP-To Be Paid Proof List (10/28/2022 - 8:13 AM)

Page 12

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 10-28-22 (3267 : Accounts Payable To Be Paid Proof List thru October

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 3587883	10/12/2022	164.13	0.00	10/28/2022				No	0
699-069-550100 Utilities				1130 koch st and 1130 koch st unit B 09/2022					
*** 3587883	10/12/2022	282.12	0.00	10/28/2022				No	0
100-034-550100 Utilities				various fire dept locations 09/2022					
*** 3587883	10/12/2022	474.12	0.00	10/28/2022				No	0
100-032-550100 Utilities				1208 koch st 9/2022					
*** 3587883	10/12/2022	248.57	0.00	10/28/2022				No	0
525-525-550100 Utilities				13906 airport ln unit c and hanger 1 09/2022					
*** 3587883	10/12/2022	6,551.88	0.00	10/28/2022				No	0
231-031-550100 Utilities				606 s front and 1508 edgewater 09/2022					
3587883 Total:		9,255.60							
Constellation Newenergy/G		9,255.60							
Conway Shield 14482									
0498444	10/8/2022	179.00	0.00	10/28/2022				No	0
100-034-518900 Uniform Allowance				3 pairs of duty pants					
0498444 Total:		179.00							
0498464	10/9/2022	82.50	0.00	10/28/2022				No	0
100-034-529000 Equipment				2 name tags					
0498464 Total:		82.50							
0498488	10/11/2022	521.50	0.00	10/28/2022				No	0
100-034-529000 Equipment				100 respirator filters					
0498488 Total:		521.50							
0498769	10/17/2022	108.50	0.00	10/28/2022				No	0
100-034-529000 Equipment				2 helmet shields					
0498769 Total:		108.50							
0498866	10/19/2022	180.00	0.00	10/28/2022				No	0
100-034-529000 Equipment				horns					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	0498866 Total:	180.00							
0498870	10/19/2022	950.00	0.00	10/28/2022				No	0
100-034-529000 Equipment				2 boots/gear					
	0498870 Total:	950.00							
0498878	10/20/2022	162.47	0.00	10/28/2022				No	0
100-034-529000 Equipment				bugles					
	0498878 Total:	162.47							
	Conway Shield Total:	2,183.97							
Core & Main									
10255									
r618648	9/28/2022	9,022.20	0.00	10/28/2022				No	0
231-033-564100 Drainage Improvements				10 grates, fromes, pvc for catch basin repairs					
	r618648 Total:	9,022.20							
	Core & Main Total:	9,022.20							
Courtney, Sasika									
14730									
expense-1022	10/15/2022	72.52	0.00	10/28/2022				No	0
501-501-599000 Miscellaneous				photos & donuts					
	expense-1022 Total:	72.52							
	Courtney, Sasika Total:	72.52							
David Burling Excavating Inc									
10091									
47388	8/4/2022	31,800.00	0.00	10/28/2022				No	0
231-000-153000 Construction In Progress				CSO phase 3 project					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
47388 Total:		31,800.00							
David Burling Excavating		31,800.00							
Duke, Carisa 14756 p5157000007	9/29/2022	10.00	0.00	10/28/2022				No	0
100-760-464000 Parking Tickets				over paid parking ticket					
p5157000007 Total:		10.00							
Duke, Carisa Total:		10.00							
Edwards, Christina J 14757 1	10/19/2022	1,275.00	0.00	10/28/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2414 court					
1 Total:		1,275.00							
Edwards, Christina J Total:		1,275.00							
EJ Equipment 11489 p04156	10/10/2022	1,286.12	0.00	10/28/2022				No	0
231-033-534000 Automotive Expense				bolts, hose, suction tubes for TYMCO sweeper					
p04156 Total:		1,286.12							
EJ Equipment Total:		1,286.12							
eLineup LLC 12913 1170	10/11/2022	600.00	0.00	10/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-009-538000 Maintenance Agreements				softwaremaintenance renewal 11/15/22-11/15/23					
1170 Total:		600.00							
eLineup LLC Total:		600.00							
Enterprise FM Trust 14302									
*** fbn4582022	10/5/2022	1,210.63	0.00	10/28/2022				No	0
100-032-524000 Lease/rental Of Equipment				october 2022 f550 lease payment					
*** fbn4582022	10/5/2022	13,848.23	0.00	10/28/2022				No	0
100-761-524000 Lease/rental Of Equipment				october 2022 squad car lease payment					
fbn4582022 Total:		15,058.86							
Enterprise FM Trust Total:		15,058.86							
ERA 11421									
023254	10/19/2022	232.58	0.00	10/28/2022				No	0
231-031-522600 Machine Lubricant & Oil				calibration of testing equipment					
023254 Total:		232.58							
ERA Total:		232.58							
Federal Express 10183									
790633654	9/15/2022	158.19	0.00	10/28/2022				No	0
100-001-520400 Postage				postage to SM, GC and AR					
790633654 Total:		158.19							
963343261	9/1/2022	3.98	0.00	10/28/2022				No	0
100-001-520400 Postage				postage late fee					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
963343261	Total:	3.98							
Federal Express	Total:	162.17							
Fidelity Security Life Insurance Co 13930									
165509199	10/31/2022	1,845.15	0.00	10/28/2022				No	0
695-095-517506	Vision Coverage			november eye med					
165509199	Total:	1,845.15							
Fidelity Security Life Insur		1,845.15							
Figurski, Alan & Pamela 14758									
1	10/19/2022	1,200.00	0.00	10/28/2022	CT8T-00oV	land		No	0
445-041-580200	Purchase Of Property			property acquisition for court st project 2418 court					
1	Total:	1,200.00							
Figurski, Alan & Pamela T		1,200.00							
Firestone Tire & Service 10191									
237566	4/19/2022	74.99	0.00	10/28/2022				No	0
100-761-534000	Automotive Expense			wheel alignment squad 51710					
237566	Total:	74.99							
Firestone Tire & Service To		74.99							
First UNUM Life Insurance Company 14363									
*** 04786960019	9/13/2022	759.76	0.00	10/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
695-095-517504 A D & D Life Premium *** 04786960019	8/15/2022	717.52	0.00	10/28/2022	city share life insurance			No	0
695-095-517504 A D & D Life Premium					city share life insurance				
04786960019 Total:		1,477.28							
First UNUM Life Insuranc		1,477.28							
FirsTech Inc. 12035 *** 12830	9/30/2022	37.50	0.00	10/28/2022				No	0
231-029-569000 Other Contractual Service					september 2022 service				
*** 12830	9/30/2022	37.50	0.00	10/28/2022				No	0
223-023-569000 Other Contractual Service					september 2022 service				
12830 Total:		75.00							
FirsTech Inc. Total:		75.00							
Five Star Water 12219 *** 106351	9/22/2022	25.40	0.00	10/28/2022				No	0
231-031-569000 Other Contractual Service					water delivery to wwtp 9/23-10/20/22				
106351 Total:		25.40							
Five Star Water Total:		25.40							
Floyd, Chantel 14755 01038545	8/30/2022	15.00	0.00	10/28/2022				No	0
100-760-451000 Copy Money/Accidents etc					refund on bicycle registration 10/11/22				
01038545 Total:		15.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Floyd, Chantel Total:	15.00							
Gallery Ford Pekin 10683									
2021	10/5/2022	217.36	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense					radiator hose assembly for 5161				
2021 Total:		217.36							
2028	10/6/2022	136.00	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense					hose assembly squad 5161				
2028 Total:		136.00							
Gallery Ford Pekin Total:		353.36							
Gatehouse Media Illinois Holdings Inc. 14577									
*** 0004939836	9/1/2022	49.00	0.00	10/28/2022				No	0
100-004-551000 Printing And Publications					publish notice, RFP ambulance and bid sidewalk snow remc				
*** 0004939836	9/1/2022	10.36	0.00	10/28/2022				No	0
100-990-590900 Police And Fire Commission					late charge				
0004939836 Total:		59.36							
Gatehouse Media Illinois H		59.36							
Gatekeeper Systems USA Inc 13982									
u500013	9/27/2022	870.00	0.00	10/28/2022				No	0
501-501-569000 Other Contractual Service					3 live cameras for buses 9/1-11/30/22				
u500013 Total:		870.00							
Gatekeeper Systems USA I		870.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
GFI Digital 13867									
*** 2334560	9/14/2022	377.93	0.00	10/28/2022				No	0
100-001-538000 Maintenance Agreements				copier usage 9/14/22					
*** 2334560	9/14/2022	614.16	0.00	10/28/2022				No	0
100-990-538000 Maintenance Agreements				copier usage 9/14/22					
*** 2334560	9/14/2022	110.41	0.00	10/28/2022				No	0
100-006-538000 Maintenance Agreements				copier usage 9/14/22					
*** 2334560	9/14/2022	147.67	0.00	10/28/2022				No	0
100-763-538000 Maintenance Agreements				copier usage 9/14/22					
*** 2334560	9/14/2022	274.74	0.00	10/28/2022				No	0
100-763-538000 Maintenance Agreements				copier usage 9/14/22					
*** 2334560	9/14/2022	328.65	0.00	10/28/2022				No	0
100-764-538000 Maintenance Agreements				copier usage 9/14/22					
*** 2334560	9/14/2022	82.80	0.00	10/28/2022				No	0
100-032-538000 Maintenance Agreements				copier usage 9/14/22					
*** 2334560	9/14/2022	228.49	0.00	10/28/2022				No	0
501-501-538000 Maintenance Agreements				copier usage 9/14/22					
2334560 Total:		2,164.85							
GFI Digital Total:		2,164.85							
GFL Environmental Services USA, Inc. 14249									
p60005200544	9/30/2022	24,716.54	0.00	10/28/2022				No	0
223-023-566500 Landfill Expense				landfill fee 9/16-9/30/22					
p60005200544 Total:		24,716.54							
p60005200620	10/15/2022	22,704.65	0.00	10/28/2022				No	0
223-023-566500 Landfill Expense				landfill fee 10/1-10/14/22					
p60005200620 Total:		22,704.65							
p90005199291	8/15/2022	2,008.05	0.00	10/28/2022				No	0
223-026-566502 Recycling Expense				curbside recycle fee 8/1-8/15/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
p90005199291 Total:		2,008.05							
p90005199398	10/15/2022	3,018.63	0.00	10/28/2022				No	0
223-026-566502 Recycling Expense				curbside recycle fee 10/3-10/14/22					
p90005199398 Total:		3,018.63							
GFL Environmental Servic		52,447.87							
Golf Green Lawn Care 14121									
996966	10/12/2022	160.00	0.00	10/28/2022				No	0
100-068-538000 Maintenance Agreements				park ave medians and other various locations 10/12/22					
996966 Total:		160.00							
Golf Green Lawn Care Tot		160.00							
Gutters by Tunyuck 14510									
841319	9/4/2022	1,075.00	0.00	10/28/2022				No	0
100-766-536100 Property Cleanup Fees				partial boardup at 1413 s 8th st					
841319 Total:		1,075.00							
841331	10/9/2022	862.50	0.00	10/28/2022				No	0
100-766-536100 Property Cleanup Fees				partial board up at 1223 broadway					
841331 Total:		862.50							
841333	10/16/2022	3,100.00	0.00	10/28/2022				No	0
100-766-536100 Property Cleanup Fees				full board up at 248 derby st					
841333 Total:		3,100.00							
841334	10/16/2022	2,412.50	0.00	10/28/2022				No	0
100-766-536100 Property Cleanup Fees				full board up at 1223 broadway rd					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
841334 Total:		2,412.50							
841335	10/16/2022	1,150.00	0.00	10/28/2022				No	0
100-766-536100 Property Cleanup Fees				mowing 10/10-10/16/22					
841335 Total:		1,150.00							
841336	10/16/2022	325.00	0.00	10/28/2022				No	0
100-766-536100 Property Cleanup Fees				mowing 10/10-10/16/22					
841336 Total:		325.00							
841337	10/18/2022	1,090.00	0.00	10/28/2022				No	0
100-766-536100 Property Cleanup Fees				emergency retaining barrier due to fire					
841337 Total:		1,090.00							
Gutters by Tunyuck Total:		10,015.00							
Hanson Professional Svcs Inc 10248									
1097009	9/26/2022	80,435.62	0.00	10/28/2022	CT8T-00oV	engr		No	0
445-041-561200 Engineering Fees				court st design engineering 8th to valle vista					
1097009 Total:		80,435.62							
1097061	9/27/2022	19,121.46	0.00	10/28/2022	DERB-ENGR	engr		No	0
445-041-561200 Engineering Fees				derby st design engineering					
1097061 Total:		19,121.46							
1097593	10/15/2022	21,179.08	0.00	10/28/2022	DERB-ENGR	engr		No	0
445-041-561200 Engineering Fees				derby st design engineering					
1097593 Total:		21,179.08							
1097623	10/19/2022	98,235.15	0.00	10/28/2022	CT8T-00oV	engr		No	0
445-041-561200 Engineering Fees				court st design engineering 8th to valle vista					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1097623 Total:		98,235.15							
Hanson Professional Svcs		218,971.31							
Harbor Freight Tools 10250 03701510	10/14/2022	247.35	0.00	10/28/2022				No	0
231-031-587000 Machinery And Equipment				heavy duty bench vise					
03701510 Total:		247.35							
Harbor Freight Tools Total		247.35							
Hastings Air-Energy Control, Inc 11500 i194911	6/17/2022	250.00	0.00	10/28/2022				No	0
100-034-538000 Maintenance Agreements				plymovent maintenance for station 3					
i194911 Total:		250.00							
Hastings Air-Energy Contr		250.00							
Hawkins Inc. 12742 6294030	9/16/2022	1,426.40	0.00	10/28/2022				No	0
231-031-522200 Chemical Supplies				chlorine for treatment					
6294030 Total:		1,426.40							
6303002	9/28/2022	7,158.40	0.00	10/28/2022				No	0
231-031-522200 Chemical Supplies				polymer and clorine for treatment					
6303002 Total:		7,158.40							
Hawkins Inc. Total:		8,584.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Herr Petroleum Corporation 12712									
d39595	10/11/2022	34,037.44	0.00	10/28/2022				No	0
699-000-160100 Fuel Inventory				diesel delivered 10/11/22					
d39595 Total:		34,037.44							
Herr Petroleum Corporatio		34,037.44							
Heyl, Royster, Voelker & Allen, P.C. 14741									
interim 1521861	10/17/2022	600.00	0.00	10/28/2022				No	0
100-003-561004 Admin Hearing Officer				adjudication hearings 9/8-9/22/22					
interim 1521861 Total:		600.00							
Heyl, Royster, Voelker & A		600.00							
Hohulin Fence Company 12880									
22590c	10/12/2022	1,104.98	0.00	10/28/2022				No	0
231-033-564100 Drainage Improvements				fence repair at detention pond on st johns					
22590c Total:		1,104.98							
Hohulin Fence Company T		1,104.98							
Hugh Saxe Enterprises, Inc. 14364									
1004803	9/26/2022	32.95	0.00	10/28/2022				No	0
525-525-524000 Lease/rental Of Equipment				rental on watersoftner at airport 10/1-10/31/22					
1004803 Total:		32.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	Hugh Saxe Enterprises, Inc	32.95							
ICPR Family Practice 12280									
*** evabon0001	10/3/2022	50.00	0.00	10/28/2022	covid testing			No	0
501-501-559000 Medical Expense/supplies									
	evabon0001 Total:	50.00							
	ICPR Family Practice Tota	50.00							
IL American Water 10291									
*** 210000995141	10/17/2022	87.62	0.00	10/28/2022	3232 court st 9/16-10/14/22			No	0
100-068-550100 Utilities									
	210000995141 Total:	87.62							
*** 210000997451	10/5/2022	83.17	0.00	10/28/2022	1000 n 14th st 9/3-10/4/22			No	0
100-068-550100 Utilities									
	210000997451 Total:	83.17							
*** 210001081786	10/6/2022	22.30	0.00	10/28/2022	400 s 7th st yd hy 9/7-10/5/22			No	0
100-068-550100 Utilities									
	210001081786 Total:	22.30							
*** 210001081816	10/17/2022	33.21	0.00	10/28/2022	633 margaret st yd hy 9/16-10/14/22			No	0
100-068-550100 Utilities									
	210001081816 Total:	33.21							
*** 210001171146	10/11/2022	236.12	0.00	10/28/2022	1130 koch st 9/9-10/7/22			No	0
100-068-550100 Utilities									
	210001171146 Total:	236.12							
*** 210001172927	10/4/2022	97.22	0.00	10/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-068-550100 Utilities				111 s capitol st fire protection 9/4-11/1/22					
210001172927 Total:		97.22							
*** 210001269890	10/18/2022	43.79	0.00	10/28/2022				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 9/16-10/14/22					
210001269890 Total:		43.79							
*** 210001359625	10/6/2022	22.30	0.00	10/28/2022				No	0
100-068-550100 Utilities				925 court st yd hy 9/7-10/5/22					
210001359625 Total:		22.30							
*** 210001655200	10/18/2022	29.70	0.00	10/28/2022				No	0
100-068-550100 Utilities				608 s front st 9/16-10/14/22					
210001655200 Total:		29.70							
*** 210002094969	10/17/2022	27.89	0.00	10/28/2022				No	0
100-068-550100 Utilities				100 state st 9/16-10/14/22					
210002094969 Total:		27.89							
*** 210002243143	10/17/2022	27.76	0.00	10/28/2022				No	0
100-068-550100 Utilities				2500 s 2nd st 9/16-10/14/22					
210002243143 Total:		27.76							
*** 210002282773	10/18/2022	331.93	0.00	10/28/2022				No	0
100-068-550100 Utilities				111 s capitol st 9/16-10/14/22					
210002282773 Total:		331.93							
*** 210002365869	10/17/2022	22.30	0.00	10/28/2022				No	0
100-068-550100 Utilities				400 n 7th st yd hy 9/16-10/14/22					
210002365869 Total:		22.30							
*** 210002547388	10/10/2022	113.06	0.00	10/28/2022				No	0
100-068-550100 Utilities				272 derby st 9/8-10/6/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	210002547388 Total:	113.06							
*** 210003041258	10/11/2022	22.30	0.00	10/28/2022				No	0
100-068-550100 Utilities				1118 derby st yd hy 9/9-10/7/22					
	210003041258 Total:	22.30							
*** 210003090717	10/11/2022	73.45	0.00	10/28/2022				No	0
100-068-550100 Utilities				1208 koch st 9/9-10/7/22					
	210003090717 Total:	73.45							
*** 210003283755	10/13/2022	79.64	0.00	10/28/2022				No	0
100-068-550100 Utilities				1842 court st yd hy 9/14-10/12/22					
	210003283755 Total:	79.64							
*** 210003326348	10/5/2022	22.30	0.00	10/28/2022				No	0
100-068-550100 Utilities				800 mary st yd hy 9/2-10/3/22					
	210003326348 Total:	22.30							
*** 210003750453	10/12/2022	27.33	0.00	10/28/2022				No	0
100-068-550100 Utilities				1613 valle vista blvd yd h y 9/13-10/11/22					
	210003750453 Total:	27.33							
*** 210004789874	10/18/2022	581.39	0.00	10/28/2022				No	0
100-068-550100 Utilities				606 s front st sewer 9/16-10/14/22					
	210004789874 Total:	581.39							
*** 2200002296568	10/17/2022	49.11	0.00	10/28/2022				No	0
100-068-550100 Utilities				107 front st restrooms 9/16-10/14/22					
	2200002296568 Total:	49.11							
*** 220001944051	10/11/2022	216.76	0.00	10/28/2022				No	0
100-068-550100 Utilities				1200 koch st 9/9-10/7/22					
	220001944051 Total:	216.76							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 220038853805	10/3/2022	42.33	0.00	10/28/2022				No	0
100-068-550100 Utilities				3224 court st 8/13-9/15/22					
*** 220038853805	10/18/2022	52.01	0.00	10/28/2022				No	0
100-068-550100 Utilities				3224 court st 9/16-10/14/22					
220038853805 Total:		94.34							
IL American Water Total:		2,344.99							
IL Dept of Revenue 10298									
1821367888	10/11/2022	1,135.00	0.00	10/28/2022				No	0
525-000-218800 Sales Tax Payable				september 2022 airport fuel sales tax					
1821367888 Total:		1,135.00							
IL Dept of Revenue Total:		1,135.00							
IL Environmental Protection Agency 10303									
i79060scw	9/30/2022	235.00	0.00	10/28/2022				No	0
231-031-557300 Epa Permits				EPA annual ross site fee 9/30/22					
i79060scw Total:		235.00							
IL Environmental Protectio		235.00							
IL Oil Marketing Equipment 10313									
31357	9/23/2022	10.94	0.00	10/28/2022				No	0
231-031-534400 Equipment Repairs				nipple/coupling for equipment					
31357 Total:		10.94							
IL Oil Marketing Equipme		10.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
IMEG 14291									
22002592021	9/19/2022	7,663.35	0.00	10/28/2022				No	0
231-033-564100 Drainage Improvements				soil sampling for drainage/various locations					
22002592021 Total:		7,663.35							
IMEG Total:		7,663.35							
IML Risk Management Assoc 10323									
*** 0461	10/3/2022	757,248.71	0.00	10/28/2022				No	0
695-093-518400 Premiums Paid				2023 IML work comp					
*** 0461	10/3/2022	420,109.98	0.00	10/28/2022				No	0
695-094-518400 Premiums Paid				2023 IML liability					
0461 Total:		1,177,358.69							
IML Risk Management Ass		1,177,358.69							
Innovative Medical Therapies LLC 14507									
1084	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for WC					
1084 Total:		150.00							
1085	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for DM					
1085 Total:		150.00							
1086	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for JL					
1086 Total:		150.00							
1087	7/21/2022	150.00	0.00	10/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
501-501-559000 Medical Expense/supplies				physical for DM					
1087 Total:		150.00							
1090	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for NG					
1090 Total:		150.00							
1091	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for SE					
1091 Total:		150.00							
1092	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for LH					
1092 Total:		150.00							
1094	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for CV					
1094 Total:		150.00							
1095	7/21/2022	162.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for BK					
1095 Total:		162.00							
1096	7/21/2022	162.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for LR					
1096 Total:		162.00							
1097	7/21/2022	162.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for KW					
1097 Total:		162.00							
1098	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for KT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	1098 Total:	150.00							
1099	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for KM					
	1099 Total:	150.00							
1100	10/3/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for TH					
	1100 Total:	150.00							
1101	10/3/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for JS					
	1101 Total:	150.00							
1102	7/21/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for SR					
	1102 Total:	150.00							
1103	10/3/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for GC					
	1103 Total:	150.00							
1104	10/3/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for MH					
	1104 Total:	150.00							
1105	10/3/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for LN					
	1105 Total:	150.00							
1106	10/3/2022	150.00	0.00	10/28/2022				No	0
501-501-559000	Medical Expense/supplies			physical for CS					
	1106 Total:	150.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Innovative Medical Therap	3,036.00							
Janssen, Ryan 13959									
expense-1022	10/25/2022	167.00	0.00	10/28/2022				No	0
100-032-519000 Training And Education				vactor training 10/18-10/20/22					
expense-1022 Total:		167.00							
Janssen, Ryan Total:		167.00							
Joe's Towing & Recovery 11414									
467981	10/1/2022	487.50	0.00	10/28/2022				No	0
223-025-534000 Automotive Expense				tow yw4					
467981 Total:		487.50							
Joe's Towing & Recovery T		487.50							
Kalman, Peter & Rita 14754									
1	10/20/2022	2,700.00	0.00	10/28/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				purchase of property for court st project 2200 court					
1 Total:		2,700.00							
Kalman, Peter & Rita Total		2,700.00							
Key Equipment 10353									
stl202412	9/30/2022	4,000.00	0.00	10/28/2022				No	0
231-033-569000 Other Contractual Service				1st annual pelican sweeper maintenance agreement					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	stl202412 Total:	4,000.00							
	Key Equipment Total:	4,000.00							
Kimball Midwest 11679									
100395287	10/14/2022	381.76	0.00	10/28/2022				No	0
100-032-522400 General Supplies				hex nuts, alloy washers, grease for shop					
	100395287 Total:	381.76							
	Kimball Midwest Total:	381.76							
Klein, Kimberly J. 14752									
1	10/20/2022	1,250.00	0.00	10/28/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				purchase of property for court st project 2416 court					
	1 Total:	1,250.00							
	Klein, Kimberly J. Total:	1,250.00							
Leman Precast 11200									
005205	10/6/2022	2,086.00	0.00	10/28/2022				No	0
231-033-564100 Drainage Improvements				type H1 inlet, risers for catch basin repairs					
	005205 Total:	2,086.00							
	Leman Precast Total:	2,086.00							
Lenz Oil Service Inc 10373									
19953	10/12/2022	4,917.25	0.00	10/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-522400 General Supplies				oil for dura patcher					
19953 Total:		4,917.25							
Lenz Oil Service Inc Total:		4,917.25							
LHF Compost, Inc. 11829									
1710021	9/23/2022	1,335.88	0.00	10/28/2022				No	0
223-025-566501 Compost Site Expense				yw fee 9/20-9/23/22					
1710021 Total:		1,335.88							
1710035	10/1/2022	1,386.13	0.00	10/28/2022				No	0
223-025-566501 Compost Site Expense				yw fee 9/26-9/30/22					
1710035 Total:		1,386.13							
1710075	10/7/2022	1,164.56	0.00	10/28/2022				No	0
223-025-566501 Compost Site Expense				yw fee 10/3-10/7/22					
1710075 Total:		1,164.56							
1710083	10/14/2022	953.26	0.00	10/28/2022				No	0
223-025-566501 Compost Site Expense				yw fee 10/10/10/14/22					
1710083 Total:		953.26							
LHF Compost, Inc. Total:		4,839.83							
Lynn Peavey Company 10929									
394159	10/4/2022	101.57	0.00	10/28/2022				No	0
100-761-522400 General Supplies				evidence tape/5 rolls					
394159 Total:		101.57							
Lynn Peavey Company Tot		101.57							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
M.E.R.C. Construction Inc 14114									
20225	10/18/2022	18,744.00	0.00	10/28/2022				No	0
445-041-584000 Construction				sidewalk replacement accessibilty request					
20225 Total:		18,744.00							
M.E.R.C. Construction Inc		18,744.00							
Macqueen Emergency 10230									
p01179	10/12/2022	957.38	0.00	10/28/2022				No	0
100-034-534000 Automotive Expense				parts to repair trucks					
p01179 Total:		957.38							
p01181	10/13/2022	352.09	0.00	10/28/2022				No	0
100-034-534000 Automotive Expense				seat belt for engine 2					
p01181 Total:		352.09							
p01182	10/13/2022	152.33	0.00	10/28/2022				No	0
100-034-534000 Automotive Expense				guage for engine 2					
p01182 Total:		152.33							
Macqueen Emergency Tota		1,461.80							
Marquette Soft Water Co. 13173									
755412	10/17/2022	165.00	0.00	10/28/2022				No	0
100-034-534400 Equipment Repairs				water filter maintenance					
755412 Total:		165.00							
Marquette Soft Water Co. T		165.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Mason, Ryan 14764 expense-1022	10/25/2022	167.00	0.00	10/28/2022				No	0
100-032-519000 Training And Education				vactor training 10/1810/20/22					
expense-1022 Total:		167.00							
Mason, Ryan Total:		167.00							
Mathis-Kelley 10401 122317	10/14/2022	96.33	0.00	10/28/2022				No	0
231-033-522400 General Supplies				hydraulic cement for catch basin repair/stock					
122317 Total:		96.33							
Mathis-Kelley Total:		96.33							
Maurer-Stutz Inc 10402 43110	9/30/2022	2,575.00	0.00	10/28/2022				No	0
270-270-560500 Consulting Services				downtown parking lot design					
43110 Total:		2,575.00							
Maurer-Stutz Inc Total:		2,575.00							
McKesson Medical-Surgical Inc. MMSGGS 10431 19952901	10/20/2022	142.35	0.00	10/28/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
19952901 Total:		142.35							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	McKesson Medical-Surgic	142.35							
McMaster-Carr 11784									
86008180	10/6/2022	124.41	0.00	10/28/2022				No	0
231-031-522600	Machine Lubricant & Oil			probe and equipment for new PH meter					
	86008180 Total:	124.41							
	McMaster-Carr Total:	124.41							
McMurtry, Deanna 14759									
*** pettycash1022	10/25/2022	80.00	0.00	10/28/2022				No	0
501-501-557200	License And Inspection Fees			money orders for permit renewals					
*** pettycash1022	10/25/2022	32.63	0.00	10/28/2022				No	0
501-501-499802	Cash Over/Short			petty cash shortage					
	pettycash1022 Total:	112.63							
	McMurtry, Deanna Total:	112.63							
Menards 10414									
33504	10/3/2022	139.20	0.00	10/28/2022				No	0
501-501-522400	General Supplies			drinking water					
	33504 Total:	139.20							
34047	10/11/2022	37.97	0.00	10/28/2022				No	0
100-068-522400	General Supplies			shades for fire station					
	34047 Total:	37.97							
34067	10/11/2022	215.42	0.00	10/28/2022				No	0
100-068-522400	General Supplies			posts and snow fence for riverfront docks and ramps					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
34067 Total:		215.42							
34083	10/11/2022	5.99	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				hardware for squad 5161					
34083 Total:		5.99							
34117	10/12/2022	249.95	0.00	10/28/2022				No	0
100-068-529000 Equipment				reciprocating saw, battery charger					
34117 Total:		249.95							
34128	10/12/2022	103.54	0.00	10/28/2022				No	0
100-068-522400 General Supplies				pinesol and toilet cleaner					
34128 Total:		103.54							
34132	10/12/2022	1.48	0.00	10/28/2022				No	0
231-031-522400 General Supplies				keys made					
34132 Total:		1.48							
34152	10/12/2022	99.63	0.00	10/28/2022				No	0
231-033-522400 General Supplies				shovels, wood stakes and screws for catch basin repairs					
34152 Total:		99.63							
34223	10/13/2022	112.95	0.00	10/28/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				clay flex coupling					
34223 Total:		112.95							
34236	10/13/2022	26.08	0.00	10/28/2022				No	0
100-032-522400 General Supplies				clean out cap and adapter					
34236 Total:		26.08							
34311	10/14/2022	23.98	0.00	10/28/2022				No	0
501-501-534200 Bldg & Grnds Maint/Repairs				chain/lock for bus dept					
34311 Total:		23.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
34577	10/13/2022	94.36	0.00	10/28/2022				No	0
223-023-522400 General Supplies				all weather cords					
34577 Total:		94.36							
34579	10/18/2022	22.38	0.00	10/28/2022				No	0
100-068-522400 General Supplies				cleaner to clean out tank					
34579 Total:		22.38							
34607	10/18/2022	18.12	0.00	10/28/2022				No	0
231-031-522400 General Supplies				anchors and wire brush					
34607 Total:		18.12							
*** 34659	10/19/2022	17.29	0.00	10/28/2022				No	0
100-034-522400 General Supplies				towels					
*** 34659	10/19/2022	66.99	0.00	10/28/2022				No	0
100-034-529000 Equipment				steel tool box					
34659 Total:		84.28							
34674	10/19/2022	108.70	0.00	10/28/2022				No	0
231-033-564100 Drainage Improvements				frames, concrete for framing curb repairs					
34674 Total:		108.70							
34676	10/19/2022	2.49	0.00	10/28/2022				No	0
100-068-522400 General Supplies				wire connectors for 911 door					
34676 Total:		2.49							
34746	10/13/2022	19.99	0.00	10/28/2022				No	0
223-025-522400 General Supplies				replacement trash can for broken by driver					
34746 Total:		19.99							
34765	10/20/2022	43.79	0.00	10/28/2022				No	0
100-068-522400 General Supplies				plumbing insulation					
34765 Total:		43.79							
34841	10/21/2022	36.09	0.00	10/28/2022				No	0

AP-To Be Paid Proof List (10/28/2022 - 8:13 AM)

Page 39

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 10-28-22 (3267 : Accounts Payable To Be Paid Proof List thru October

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-068-522400 General Supplies				cleaners					
34841 Total:		36.09							
Menards Total:		1,446.39							
Metropolitan Business Consulting 14669									
2209	10/3/2022	5,366.70	0.00	10/28/2022				No	0
100-001-569000 Other Contractual Service				HR consulting fee 9/1-9/30/22					
2209 Total:		5,366.70							
Metropolitan Business Con		5,366.70							
Midwest Equipment 13149									
618434	8/1/2022	11,980.00	0.00	10/28/2022				No	0
100-068-534200 Buildings And Grounds Rep				airport lawn mower					
618434 Total:		11,980.00							
Midwest Equipment Total:		11,980.00							
Midwest Equipment - Tremont 14556									
631886	10/14/2022	270.00	0.00	10/28/2022				No	0
100-032-534400 Equipment Repairs				starter for wacker roller					
631886 Total:		270.00							
Midwest Equipment - Trem		270.00							
Miller Hall & Triggs 10423									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 56	10/7/2022	26,310.00	0.00	10/28/2022				No	0
100-003-560600 Corporate Counsel Fees				legal services for september 2022					
*** 56	10/7/2022	836.00	0.00	10/28/2022				No	0
100-003-561001 Legal Services - Police Labor				legal services for september 2022					
*** 56	10/7/2022	2,301.75	0.00	10/28/2022				No	0
100-003-561000 Legal Fees				legal services for september 2022					
*** 56	10/7/2022	154.00	0.00	10/28/2022				No	0
100-003-561003 Legal Services - Teamsters				legal services for september 2022					
56 Total:		29,601.75							
Miller Hall & Triggs Total:		29,601.75							
Mutual Wheel 10439									
2718966	10/4/2022	25.16	0.00	10/28/2022				No	0
100-034-534000 Automotive Expense				valve for fire dept stock					
2718966 Total:		25.16							
2721474	10/14/2022	30.37	0.00	10/28/2022				No	0
100-034-534000 Automotive Expense				fittings for tower 4					
2721474 Total:		30.37							
*** 2721479	10/14/2022	32.04	0.00	10/28/2022				No	0
223-023-534000 Automotive Expense				hose assembly for sw/stock					
*** 2721479	10/14/2022	21.36	0.00	10/28/2022				No	0
100-032-534000 Automotive Expense				flex hose for street dept/stock					
2721479 Total:		53.40							
Mutual Wheel Total:		108.93							
NAPA Auto Parts of Pekin 10441									
518793	10/19/2022	4.69	0.00	10/28/2022				No	0
231-031-534400 Equipment Repairs				grease fittings for barscreen equipment					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
518793 Total:		4.69							
NAPA Auto Parts of Pekin		4.69							
NCL of Wisconsin Inc 12393									
477217	10/4/2022	198.11	0.00	10/28/2022	lab supplies			No	0
231-031-522600 Machine Lubricant & Oil									
477217 Total:		198.11							
477339	10/6/2022	2,326.13	0.00	10/28/2022	PH meter			No	0
231-031-529000 Equipment									
477339 Total:		2,326.13							
NCL of Wisconsin Inc Total		2,524.24							
Otto Baum Co Inc 10462									
*** 1909025	10/25/2022	1,199.74	0.00	10/28/2022	manhole repair on fayette st			No	0
273-273-584009 General Public Improvements									
1909025 Total:		1,199.74							
Otto Baum Co Inc Total:		1,199.74							
Pekin Life Insurance Company 13317									
*** jw00191270000	10/13/2022	1,847.29	0.00	10/28/2022	october 2022 life insurance			No	0
695-095-517504 A D & D Life Premium									
jw00191270000 Total:		1,847.29							
Pekin Life Insurance Comp		1,847.29							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Pekin Police Premium Trust 11610									
55	10/18/2022	123,992.17	0.00	10/28/2022				No	0
695-095-517509 Police BCBS Health Ins Plan				11/2022 police premiums					
55 Total:		123,992.17							
Pekin Police Premium Trus		123,992.17							
Pekin Shoe Repair 10490									
6445	10/10/2022	229.50	0.00	10/28/2022				No	0
231-031-554300 Uniforms And Tools				yearly boot allowance for CS					
6445 Total:		229.50							
Pekin Shoe Repair Total:		229.50							
Peoria Flag & Decorating 10500									
10343256	10/19/2022	360.00	0.00	10/28/2022				No	0
100-068-522400 General Supplies				3 flags for fire house					
10343256 Total:		360.00							
Peoria Flag & Decorating T		360.00							
Phelps Properties, LLC Pekin 14742									
10202022	10/20/2022	750.00	0.00	10/28/2022				No	0
231-030-569000 Other Contractual Service				backwater valve at 1312 s 9th st					
10202022 Total:		750.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	Phelps Properties, LLC Pek	750.00							
Premier Landscapes 14504									
1285	8/1/2022	10,375.00	0.00	10/28/2022				No	0
100-068-538000 Maintenance Agreements				july 2022 district 1 mowing/riverfront/retention pond					
1285 Total:		10,375.00							
1296	9/30/2022	9,050.00	0.00	10/28/2022				No	0
100-068-538000 Maintenance Agreements				september 2022 district 1 mowing and riverfront					
1296 Total:		9,050.00							
1297	10/14/2022	9,050.00	0.00	10/28/2022				No	0
100-068-538000 Maintenance Agreements				october 2022 district 1 mowing and riverfront					
1297 Total:		9,050.00							
Premier Landscapes Total:		28,475.00							
Puritan Springs Water 10766									
*** 1386911	9/29/2022	44.75	0.00	10/28/2022				No	0
525-525-569000 Other Contractual Service				water delivered to airport 9/26/22					
1386911 Total:		44.75							
Puritan Springs Water Tota		44.75							
Quadient Finance USA Inc 13754									
inv59556540	9/13/2022	180.00	0.00	10/28/2022				No	0
100-990-524000 Lease/rental Of Equipment				postage meter lease 10/13/22-1/12/23					
inv59556540 Total:		180.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Quadient Finance USA Inc	180.00							
Quarter Construction 14762									
22247	10/1/2022	335.00	0.00	10/28/2022				No	0
100-032-535000	Material And Hauling			rocks and sand for court st pocket park					
	22247 Total:	335.00							
	Quarter Construction Total	335.00							
Rabe, Justin 10530									
expense-1022	10/11/2022	45.00	0.00	10/28/2022				No	0
100-761-519000	Training And Education			police training 10/11-10/13/22					
	expense-1022 Total:	45.00							
	Rabe, Justin Total:	45.00							
Rademaker, Josh 13326									
expense-1022	10/9/2022	135.88	0.00	10/28/2022				No	0
100-034-519000	Training And Education			trench rescue 10/9-10/14/22					
	expense-1022 Total:	135.88							
	Rademaker, Josh Total:	135.88							
Ragan Communications Inc 10533									
27883	10/10/2022	391.40	0.00	10/28/2022				No	0
100-761-555000	Radio Expense			2 portable radio speaker mics					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	27883 Total:	391.40							
	Ragan Communications In	391.40							
Ray O'Herron Co Inc 10539									
2225946	10/11/2022	57.84	0.00	10/28/2022				No	0
100-761-554300 Tools & Uniforms				uniform purchase for new officer DW					
	2225946 Total:	57.84							
2226923	10/14/2022	579.97	0.00	10/28/2022				No	0
100-761-554300 Tools & Uniforms				uniform purchase for new officer TB					
	2226923 Total:	579.97							
	Ray O'Herron Co Inc Total	637.81							
S & S Builders Hardware Company 12252									
0575296	10/17/2022	125.00	0.00	10/28/2022				No	0
100-068-522400 General Supplies				push button at dispatch door					
	0575296 Total:	125.00							
	S & S Builders Hardware C	125.00							
SAFEBuilt, LLC 14115									
0091371in	9/30/2022	9,750.00	0.00	10/28/2022				No	0
100-793-569000 Other Contractual Service				consultant fee 9/5-9/7/					
	0091371in Total:	9,750.00							
	SAFEBuilt, LLC Total:	9,750.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Schrader, Michael and Pamela 14753									
1	10/20/2022	1,350.00	0.00	10/28/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				purchase of property for court st 2112 court					
1 Total:		1,350.00							
Schrader, Michael and Pam		1,350.00							
Schwartz Electric 10579									
17079	9/30/2022	5,976.87	0.00	10/28/2022				No	0
100-032-532000 Electronic Equipment Main				bad underground wire at 7 dominion ct					
17079 Total:		5,976.87							
17080	10/11/2022	193.60	0.00	10/28/2022				No	0
100-032-534400 Equipment Repairs				replaced photocell at broadway & hickory ln					
17080 Total:		193.60							
17081	9/30/2022	13,292.06	0.00	10/28/2022				No	0
100-032-534400 Equipment Repairs				repairs to street lights and polse at riverway dr & hanna dr					
17081 Total:		13,292.06							
17084	10/11/2022	1,129.76	0.00	10/28/2022				No	0
100-032-534400 Equipment Repairs				repairs to street lights and polse at riverway dr & hanna dr					
17084 Total:		1,129.76							
17100	10/14/2022	1,942.50	0.00	10/28/2022				No	0
100-990-599999 Contingency				julie locates 9/28-10/11/22					
17100 Total:		1,942.50							
Schwartz Electric Total:		22,534.79							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Sherwin Williams 10596									
60542	9/19/2022	184.35	0.00	10/28/2022				No	0
525-525-522400 General Supplies				fence paint					
60542 Total:		184.35							
Sherwin Williams Total:		184.35							
Sirchie Acquisition Company LLC 10604									
0562604in	10/3/2022	158.07	0.00	10/28/2022				No	0
100-761-522400 General Supplies				evidence bags					
0562604in Total:		158.07							
Sirchie Acquisition Compa		158.07							
Springfield Electric Supply 11502									
s010094893001	9/14/2022	504.95	0.00	10/28/2022				No	0
231-031-529000 Equipment				megometer					
s010094893001 Total:		504.95							
Springfield Electric Supply		504.95							
Stanard & Associates, Inc. 11656									
sa000051969	10/3/2022	450.00	0.00	10/28/2022				No	0
100-990-590900 Police And Fire Commission				pre employment psych eval/PD & TB					
sa000051969 Total:		450.00							
Stanard & Associates, Inc.		450.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Stewart, Nicole 13588									
expense-1022	10/25/2022	45.25	0.00	10/28/2022				No	0
100-004-554200 Meals Lodging				CIMCO annual meeting 10/19/22					
expense-1022 Total:		45.25							
expense-1022-1	10/25/2022	304.88	0.00	10/28/2022				No	0
100-004-519000 Training And Education				MCI academy 10/11-10/14/22					
expense-1022-1 Total:		304.88							
Stewart, Nicole Total:		350.13							
Stumpf, Susan 10623									
expense-1022	10/25/2022	63.94	0.00	10/28/2022				No	0
100-764-554300 Uniforms And Tools				uniform pats (2)					
expense-1022 Total:		63.94							
Stumpf, Susan Total:		63.94							
Supreme Radio Communications, Inc 12353									
182418	9/30/2022	260.00	0.00	10/28/2022				No	0
100-761-555000 Radio Expense				replaced radio control head squad 5205					
182418 Total:		260.00							
182622	9/30/2022	509.11	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				replaced siren on squad 5176					
182622 Total:		509.11							
Supreme Radio Communic		769.11							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
T Shirt House 10628 97780	10/18/2022	324.00	0.00	10/28/2022				No	0
100-764-554300 Uniforms And Tools				embroidery on records clerks uniform shirt & jackets (27)					
97780 Total:		324.00							
T Shirt House Total:		324.00							
Tadoughs, Inc 14708 3	10/17/2022	1,600.00	0.00	10/28/2022				No	0
275-275-591200 Developer Agreement Payments				TIF reimbursement to tadoughs, inc.					
3 Total:		1,600.00							
Tadoughs, Inc Total:		1,600.00							
Taylor Print Impressions 10143 6915676	10/3/2022	1,023.44	0.00	10/28/2022				No	0
100-006-551000 Printing And Publications				various tax forms printed					
6915676 Total:		1,023.44							
Taylor Print Impressions To		1,023.44							
Taylor, Nick 12285 expense-1122	10/25/2022	15.00	0.00	10/28/2022				No	0
100-761-519000 Training And Education				police training 11/2/22					
expense-1122 Total:		15.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Taylor, Nick Total:		15.00							
Tazewell County Animal Control 10637									
092210	10/10/2022	3,828.91	0.00	10/28/2022				No	0
100-761-566700 Care Of Stray Animals				month of september 2022					
092210 Total:		3,828.91							
Tazewell County Animal C		3,828.91							
Tazewell County Asphalt Co. Inc. 11264									
20110012668	9/30/2022	9,700.00	0.00	10/28/2022				No	0
277-277-584009 General Public Improvements				city hall parking lot seal coat					
20110012668 Total:		9,700.00							
20110012756	10/14/2022	1,377.00	0.00	10/28/2022				No	0
240-240-535000 Material And Hauling				bituminous surface for street repair					
20110012756 Total:		1,377.00							
Tazewell County Asphalt C		11,077.00							
Tazewell County Recorder 11172									
10192022	10/19/2022	663.60	0.00	10/28/2022				No	0
231-029-593300 Lien Filing Fee				filing of 14 waste water liens					
10192022 Total:		663.60							
Tazewell County Recorder		663.60							

TCI Companies, Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10661									
w68371	9/30/2022	1,088.75	0.00	10/28/2022				No	0
231-030-569000 Other Contractual Service				hydro jet sewer lateral line at 801 prince st					
w68371 Total:		1,088.75							
TCI Companies, Inc Total:		1,088.75							
Terra Engineering LTD									
14512									
20478	10/18/2022	53,306.33	0.00	10/28/2022	DNTN-ENGR	engr		No	0
445-041-561200 Engineering Fees				downtown RO & ADA ramp design engeneering					
20478 Total:		53,306.33							
20479	10/18/2022	28,784.44	0.00	10/28/2022				No	0
277-277-584009 General Public Improvements				broadway ADA ramp design engeneering					
20479 Total:		28,784.44							
Terra Engineering LTD Tot		82,090.77							
Third Millennium Associates, Inc.									
11953									
*** 28294	10/20/2022	1,064.28	0.00	10/28/2022				No	0
231-029-569000 Other Contractual Service				october 2022 bill rendering					
*** 28294	10/20/2022	1,064.29	0.00	10/28/2022				No	0
223-023-569000 Other Contractual Service				october 2022 bill rendering					
*** 28294	10/20/2022	13.39	0.00	10/28/2022				No	0
231-029-520400 Postage				october 2022 bill rendering					
*** 28294	10/20/2022	13.39	0.00	10/28/2022				No	0
223-023-520400 Postage				october 2022 bill rendering					
28294 Total:		2,155.35							
Third Millennium Associat		2,155.35							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Thouvenot, Wade, and Moerchen Inc 14645									
76053	9/30/2022	67,200.00	0.00	10/28/2022				No	0
445-041-561200 Engineering Fees				ADA transition plan/1st payment					
76053 Total:		67,200.00							
Thouvenot, Wade, and Mo		67,200.00							
T-Mobile USA, Inc 13638									
9511529043	10/10/2022	25.00	0.00	10/28/2022				No	0
100-763-592600 Special Investigations Exp				cellphone data ongoing investigation					
9511529043 Total:		25.00							
T-Mobile USA, Inc Total:		25.00							
Topless Tree Service 14332									
1982	10/11/2022	2,150.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				remove tree & stump at 343 s 4th 10/10/22					
1982 Total:		2,150.00							
1983	10/11/2022	3,315.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				remove tree & stump at 1529 charlotte 10/10/22					
1983 Total:		3,315.00							
1984	10/13/2022	3,225.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				remove tree at 1200 henrietta 10/12/22					
1984 Total:		3,225.00							
1985	10/13/2022	765.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				remove tree & stump at 1123 henrietta 10/12/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1985 Total:		765.00							
1986	10/13/2022	1,470.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed tree and ground stump at 12th & state 10/12/22					
1986 Total:		1,470.00							
1987	10/19/2022	375.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed dead tree at 1101 henrietta 10/13/22					
1987 Total:		375.00							
1990	10/19/2022	1,380.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed tree at 338 winter 10/18/22					
1990 Total:		1,380.00							
1994	10/20/2022	125.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 1101 henrietta 10/19/22					
1994 Total:		125.00							
1995	10/20/2022	925.00	0.00	10/28/2022				No	0
445-041-584000 Construction				ground stump at 421 state st 10/19/22					
1995 Total:		925.00							
1997	10/21/2022	1,026.00	0.00	10/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 338 winter 10/20/22					
1997 Total:		1,026.00							
Topless Tree Service Total:		14,756.00							
Tri-County Regional Planning 10662									
024550	7/22/2022	15,398.00	0.00	10/28/2022				No	0
240-240-569000 Other Contractual Service				PPUATS dues for FY2023					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
024550 Total:		15,398.00							
Tri-County Regional Plann		15,398.00							
Truck Centers Inc 10664									
f14038189001	10/14/2022	9.17	0.00	10/28/2022				No	0
223-023-534000 Automotive Expense				toggle switch for sw11					
f14038189001 Total:		9.17							
f14038193301	10/14/2022	130.83	0.00	10/28/2022				No	0
223-026-534000 Automotive Expense				accelerator pedal for rc1					
f14038193301 Total:		130.83							
Truck Centers Inc Total:		140.00							
Tyler Technologies, Inc. 11773									
045395496	10/5/2022	87.50	0.00	10/28/2022				No	0
501-501-538000 Maintenance Agreements				migration of student transportation					
045395496 Total:		87.50							
Tyler Technologies, Inc. To		87.50							
Uftring Auto Group 10829									
cm155785fow	9/30/2022	-1,000.00	0.00	10/28/2022				No	0
100-761-534000 Automotive Expense				erm core return					
cm155785fow Total:		-1,000.00							
Uftring Auto Group Total:		-1,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Uline 11578 154644965	10/3/2022	75.02	0.00	10/28/2022				No	0
100-761-522400 General Supplies				wired tags for evidence identification					
154644965 Total:		75.02							
Uline Total:		75.02							
UniFirst First Aid & Safety 10749 a127380	10/12/2022	141.54	0.00	10/28/2022				No	0
501-501-559000 Medical Expense/supplies				medical supplies first aid					
a127380 Total:		141.54							
UniFirst First Aid & Safety		141.54							
Unity Point Health 13528 5110in2418	9/23/2022	328.48	0.00	10/28/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
5110in2418 Total:		328.48							
Unity Point Health Total:		328.48							
US Bank Equipment Finance 13878 *** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-001-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-990-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-006-524000 Lease/rental Of Equipment				copier lease for october 2022					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-763-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-763-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-761-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-764-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-032-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
100-034-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	620.48	0.00	10/28/2022				No	0
501-501-524000 Lease/rental Of Equipment				copier lease for october 2022					
*** 484189477	10/1/2022	127.71	0.00	10/28/2022				No	0
699-069-524000 Lease/rental Of Equipment				copier lease for october 2022					
484189477 Total:		1,897.58							
US Bank Equipment Finan		1,897.58							
USABluebook 10674									
125882	9/28/2022	42.82	0.00	10/28/2022				No	0
231-031-522600 Machine Lubricant & Oil				lab supplies					
125882 Total:		42.82							
USABluebook Total:		42.82							
VCNA Prairie LLC 14635									
890731351	10/5/2022	434.45	0.00	10/28/2022				No	0
240-240-535000 Material And Hauling				washed chips for dura patcher street repairs					
890731351 Total:		434.45							
890733773	10/6/2022	438.15	0.00	10/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
240-240-535000 Material And Hauling					washed chips for dura patcher street repairs				
890733773 Total:		438.15							
VCNA Prairie LLC Total:		872.60							
Verizon 14122 9917346496	10/3/2022	2,313.15	0.00	10/28/2022				No	0
501-501-550300 Telephone					cell phone data for bus dept 9/4-10/3/22				
9917346496 Total:		2,313.15							
Verizon Total:		2,313.15							
Verizon Wireless-VSAT 12892 9022306203	10/19/2022	50.00	0.00	10/28/2022				No	0
100-763-592600 Special Investigations Exp					cell phone data ongoing investigation 12-03942				
9022306203 Total:		50.00							
Verizon Wireless-VSAT To		50.00							
Visa (business) 11433 *** 6031-0922	9/25/2022	388.75	0.00	10/28/2022				No	0
100-001-551600 Dues And Subscriptions					membership dues for city manager				
*** 6031-0922	9/25/2022	50.00	0.00	10/28/2022				No	0
100-001-519000 Training And Education					training/downstate meeting				
*** 6031-0922	9/25/2022	77.54	0.00	10/28/2022				No	0
699-069-534000 Automotive Expense					pressure switch for service truck				
*** 6031-0922	9/25/2022	216.00	0.00	10/28/2022				No	0
100-001-519000 Training And Education					conference training				
*** 6031-0922	9/25/2022	166.96	0.00	10/28/2022				No	0
100-068-522400 General Supplies					sprayer for weeds				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
*** 6031-0922	9/25/2022	54.28	0.00	10/28/2022				No	0
100-068-522400 General Supplies				office supplies					
*** 6031-0922	9/25/2022	685.19	0.00	10/28/2022				No	0
100-001-519000 Training And Education				flight for conference training					
*** 6031-0922	9/25/2022	718.00	0.00	10/28/2022				No	0
100-001-519000 Training And Education				hotel for conference					
*** 6031-0922	9/25/2022	394.99	0.00	10/28/2022				No	0
501-501-522400 General Supplies				candy for parade/bus dept					
*** 6031-0922	9/25/2022	1,149.00	0.00	10/28/2022				No	0
100-001-519000 Training And Education				conference registration oklahoma city					
*** 6031-0922	9/25/2022	540.80	0.00	10/28/2022				No	0
699-069-554200 Meals Lodging				hotel for training/BF and WH in streator il.					
*** 6031-0922	9/25/2022	-52.80	0.00	10/28/2022				No	0
699-069-554200 Meals Lodging				credit for hotel for training/BF and WH in streator il.					
*** 6031-0922	9/25/2022	76.75	0.00	10/28/2022				No	0
100-001-519000 Training And Education				taxi service during training in oklahoma					
*** 6031-0922	9/25/2022	1,324.28	0.00	10/28/2022				No	0
100-001-519000 Training And Education				hotel for 2 rooms IML conference					
*** 6031-0922	9/25/2022	468.43	0.00	10/28/2022				No	0
100-001-519000 Training And Education				hotel for IML conference					
*** 6031-0922	9/25/2022	22.00	0.00	10/28/2022				No	0
100-001-519000 Training And Education				parking for uptown station					
6031-0922 Total:		6,280.17							
Visa (business) Total:		6,280.17							
Waste Management 12524									
*** 138396663008	10/3/2022	3,716.75	0.00	10/28/2022				No	0
231-031-536400 Sludge Removal				20 yard dumpster services 9/16-9/30/22					
138396663008 Total:		3,716.75							
Waste Management Total:		3,716.75							

Wex Bank

AP-To Be Paid Proof List (10/28/2022 - 8:13 AM)

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Page 59

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
10595									
84389741	10/15/2022	184.40	0.00	10/28/2022				No	0
100-034-556100	Gasoline/diesel Fuel			fuel for fire truck					
84389741 Total:		184.40							
Wex Bank Total:		184.40							
Will Harms Co									
10706									
37306	10/12/2022	49.28	0.00	10/28/2022				No	0
100-006-520200	Office Supplies			calculator rolls and note pads					
37306 Total:		49.28							
37307	10/12/2022	159.98	0.00	10/28/2022				No	0
100-006-551000	Printing And Publications			toner					
37307 Total:		159.98							
Will Harms Co Total:		209.26							
Report Total:		2,391,778.08							



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru November 11, 2022

REQUIRED SIGNATURES

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

City Manager:
Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 11/10/2022 - 8:07AM
 Batch: 00004.11.2022 - missy 1 11-11-22



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				
AAIM EA Training and Consulting LLC									
10918									
57095	10/31/2022	37.90	0.00	11/11/2022				No	0
100-007-569000 Other Contractual Service				pre employment/buley					
57095 Total:		37.90							
AAIM EA Training and Co		37.90							
AB Hunter Sewer Service									
10280									
116051	11/2/2022	705.00	0.00	11/11/2022				No	0
231-031-538000 Maintenance Agreements				yearly cleaning of north pekin tanks					
116051 Total:		705.00							
116052	11/2/2022	505.00	0.00	11/11/2022				No	0
231-031-538000 Maintenance Agreements				yearly cleaning of north pekin tanks					
116052 Total:		505.00							
118789	11/2/2022	4,170.00	0.00	11/11/2022				No	0
231-031-538000 Maintenance Agreements				yearly cleaning of north pekin tanks					
118789 Total:		4,170.00							
118791	11/2/2022	4,285.00	0.00	11/11/2022				No	0
231-031-538000 Maintenance Agreements				yearly cleaning of north pekin tanks					
118791 Total:		4,285.00							

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

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Page 1

Attachment: To Be Paid Proof List 11-11-22 (3285 : Accounts Payable To Be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	AB Hunter Sewer Service T	9,665.00							
Ace Hardware 10911 35145/3	10/28/2022	21.52	0.00	11/11/2022				No	0
100-032-522400 General Supplies				keys for shop					
35145/3 Total:		21.52							
Ace Hardware Total:		21.52							
Advance Auto Parts 12965 1284	10/28/2022	140.01	0.00	11/11/2022				No	0
100-032-534400 Equipment Repairs				battery for bobcat					
1284 Total:		140.01							
1545 100-068-534400 Equipment Repairs	11/3/2022	13.12	0.00	11/11/2022				No	0
				fuel filter for city generator					
1545 Total:		13.12							
7681 223-023-534000 Automotive Expense	10/13/2022	54.60	0.00	11/11/2022				No	0
				fuel/water seperator sensor/solid waste stock					
7681 Total:		54.60							
7933 501-501-534000 Automotive Expense	10/21/2022	17.52	0.00	11/11/2022				No	0
				fuses for bus stock					
7933 Total:		17.52							
8058 501-501-534000 Automotive Expense	10/24/2022	14.55	0.00	11/11/2022				No	0
				fuse holders for bus stock					
8058 Total:		14.55							
8059	10/24/2022	837.19	0.00	11/11/2022				No	0

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

Page 2

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Attachment: To Be Paid Proof List 11-11-22 (3285 : Accounts Payable To Be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-761-534000 Automotive Expense				7 rotators/6 brake pads for police stock					
8059 Total:		837.19							
8100	10/25/2022	188.45	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				brake pads for bus stock					
8100 Total:		188.45							
8335	11/1/2022	98.58	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				front shocks for truck 445					
8335 Total:		98.58							
8397	11/3/2022	133.99	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				battery for truck 605					
8397 Total:		133.99							
8700	10/14/2022	171.56	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				TPMS sensor/valve police stock					
8700 Total:		171.56							
8850	10/21/2022	51.78	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				2 tie rod ends squad 5153					
8850 Total:		51.78							
8869	10/21/2022	2.91	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				fuse holder					
8869 Total:		2.91							
8870	10/21/2022	-17.52	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				fuses for bus returned					
8870 Total:		-17.52							
8893	10/24/2022	58.50	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				headlight for bus stock					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
8893 Total:		58.50							
8930	10/25/2022	46.00	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				bulbs for bus stock					
8930 Total:		46.00							
8965	10/26/2022	7.52	0.00	11/11/2022				No	0
100-034-534000 Automotive Expense				filter for cub cadet					
8965 Total:		7.52							
*** 8981	10/27/2022	19.45	0.00	11/11/2022				No	0
100-034-534400 Equipment Repairs				filter for cub cadet					
8981 Total:		19.45							
9072	11/1/2022	47.56	0.00	11/11/2022				No	0
223-023-534000 Automotive Expense				light sockets for sw12 and stock					
9072 Total:		47.56							
9086	11/2/2022	46.71	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				fuel filter for city hall generator					
9086 Total:		46.71							
9104	11/2/2022	161.30	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				sway bar links for sewer lift truck 445					
9104 Total:		161.30							
*** 9116	11/2/2022	15.74	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				generator filters for stock					
9116 Total:		15.74							
Advance Auto Parts Total:		2,109.52							

Alexis Fire Equipment Co.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
11112									
0074266in	10/18/2022	4,055.17	0.00	11/11/2022				No	0
100-034-534000 Automotive Expense				repairs to Ladder 3					
0074266in Total:		4,055.17							
Alexis Fire Equipment Co.		4,055.17							
All Small Engine N More LLC									
13945									
*** 3737	10/17/2022	366.00	0.00	11/11/2022				No	0
501-501-557200 License And Inspection Fees				inspections on 6 buses					
*** 3737	10/17/2022	59.00	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				inspection on truck 421					
3737 Total:		425.00							
All Small Engine N More L		425.00							
Allegra Print & Imaging									
10016									
67001	10/19/2022	46.50	0.00	11/11/2022				No	0
208-208-597700 Sponsorships				signs for beautification awards					
67001 Total:		46.50							
67017	10/19/2022	58.50	0.00	11/11/2022				No	0
208-208-597700 Sponsorships				signs for beautification awards					
67017 Total:		58.50							
67080	11/8/2022	209.49	0.00	11/11/2022				No	0
100-005-520200 Office Supplies				500 envelopes					
67080 Total:		209.49							
Allegra Print & Imaging To		314.49							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Altorfer Inc 10019									
c55311011	10/26/2022	625.00	0.00	11/11/2022				No	0
100-032-524000 Lease/rental Of Equipment				rental of motor grader 7/25-8/22/22					
c55311011 Total:		625.00							
m7767901	10/26/2022	3,625.00	0.00	11/11/2022				No	0
100-032-524000 Lease/rental Of Equipment				rental of dozer 9/19-9/23/22 Rt 98 clean up					
m7767901 Total:		3,625.00							
pc330190662	10/27/2022	610.67	0.00	11/11/2022				No	0
100-034-534000 Automotive Expense				hose for engine 2					
pc330190662 Total:		610.67							
wo020117643	10/17/2022	878.03	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				maintenance on 250 hours on CAT 420					
wo020117643 Total:		878.03							
Altorfer Inc Total:		5,738.70							
Amazon Capital Services 10020									
16Y6FQ11LXFQ	11/1/2022	381.84	0.00	11/11/2022				No	0
100-068-522400 General Supplies				hand towel roll and toilet paper					
16Y6FQ11LXFQ Total:		381.84							
17YYFT43N33V	11/1/2022	49.96	0.00	11/11/2022				No	0
100-763-520200 Office Supplies				2 tapes for label maker					
17YYFT43N33V Total:		49.96							
17yyft43nvvgg	11/1/2022	199.00	0.00	11/11/2022				No	0
100-764-522400 General Supplies				water cooler					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
17yyft43nvvgg Total:		199.00							
1CHKRT6HGLKN	11/1/2022	136.57	0.00	11/11/2022				No	0
100-009-538000 Maintenance Agreements				8 otter boxes for iphones					
1CHKRT6HGLKN Total:		136.57							
*** 1JQCK9CMG!	11/1/2022	3.52	0.00	11/11/2022				No	0
231-029-520200 Office Supplies				paper clips					
*** 1JQCK9CMG!	11/1/2022	3.51	0.00	11/11/2022				No	0
223-023-520200 Office Supplies				paper clips					
1JQCK9CMGN6W Total:		7.03							
1JQCK9CMKQQD	11/1/2022	168.41	0.00	11/11/2022				No	0
100-763-522400 General Supplies				10 writing tablets and usb drives					
1JQCK9CMKQQD Total:		168.41							
1JQCK9CMPC7L	11/1/2022	32.22	0.00	11/11/2022				No	0
100-763-529000 Equipment				flashlight charger/holder					
1JQCK9CMPC7L Total:		32.22							
*** 1JQCK9CMQ!	11/1/2022	487.50	0.00	11/11/2022				No	0
100-032-529000 Equipment				diagnostic scanner					
*** 1JQCK9CMQ!	11/1/2022	487.50	0.00	11/11/2022				No	0
223-023-529000 Equipment				diagnostic scanner					
*** 1JQCK9CMQ!	11/1/2022	487.50	0.00	11/11/2022				No	0
699-069-529000 Equipment				diagnostic scanner					
*** 1JQCK9CMQ!	11/1/2022	487.50	0.00	11/11/2022				No	0
100-034-529000 Equipment				diagnostic scanner					
1JQCK9CMQWK6 Total:		1,950.00							
1LF7QQD1DN39	11/1/2022	71.55	0.00	11/11/2022				No	0
100-764-520200 Office Supplies				file folder and file envelopes					
1LF7QQD1DN39 Total:		71.55							
1LF7QQD1NM4V	11/1/2022	7.59	0.00	11/11/2022				No	0

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

Page 7

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Attachment: To Be Paid Proof List 11-11-22 (3285 : Accounts Payable To Be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-592604 Emergency Services Team				dry erase markers					
1LF7QQD1NM4V Total:		7.59							
1W79PD47G1RD	11/1/2022	472.71	0.00	11/11/2022				No	0
100-068-522400 General Supplies				cleaning supplies/towels, can liner and paper towels					
1W79PD47G1RD Total:		472.71							
1W79PD47GGRX	11/1/2022	214.22	0.00	11/11/2022				No	0
501-501-520200 Office Supplies				name tags, disinfectant wipes and paper towels					
1W79PD47GGRX Total:		214.22							
1YYTFQ93PKP9	11/1/2022	281.98	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				drywall cart and led light					
1YYTFQ93PKP9 Total:		281.98							
Amazon Capital Services T		3,973.08							
Amerencilco 10021									
*** 0483154119	10/31/2022	52.70	0.00	11/11/2022				No	0
240-240-550500 Electricity For Street Lights				310 margaret 9/28-10/27/22					
0483154119 Total:		52.70							
*** 0780071001	11/3/2022	26.05	0.00	11/11/2022				No	0
240-240-550500 Electricity For Street Lights				500 petri ln 10/3-11/1/22					
0780071001 Total:		26.05							
*** 0963065243	10/28/2022	3,036.06	0.00	11/11/2022				No	0
100-068-550100 Utilities				various public property locations 8/29-9/28/22					
*** 0963065243	10/28/2022	37.73	0.00	11/11/2022				No	0
100-068-550100 Utilities				1411 elmgrove tower 9/26-10/25/22					
*** 0963065243	10/28/2022	492.24	0.00	11/11/2022				No	0
501-501-550100 Utilities				1130 koch unit b/electric bus 9/14-10/13/22					
*** 0963065243	10/28/2022	52.65	0.00	11/11/2022				No	0
223-026-550100 Utilities				201 s 2nd 9/5-10/4/22					

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

Page 8

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 11-11-22 (3285 : Accounts Payable To Be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 0963065243	10/28/2022	1,258.48	0.00	11/11/2022				No	0
100-034-550100 Utilities				various fire dept locations 9/16-10/14/22					
*** 0963065243	10/28/2022	204.56	0.00	11/11/2022				No	0
100-032-550100 Utilities				1140 & 1208 koch 9/14-10/13/22					
*** 0963065243	10/28/2022	632.54	0.00	11/11/2022				No	0
525-525-550100 Utilities				various airport locations 9/1-10/3/22					
*** 0963065243	10/28/2022	70.10	0.00	11/11/2022				No	0
231-031-550100 Utilities				606 s front st 10/25/22					
0963065243 Total:		5,784.36							
*** 3139109012	11/3/2022	44.33	0.00	11/11/2022				No	0
240-240-550500 Electricity For Street Lights				hanna rd street lights 10/3-11/1/22					
3139109012 Total:		44.33							
*** 4984141001	10/19/2022	33.16	0.00	11/11/2022				No	0
240-240-550600 Electricity For Signal Lights				traffic signals at court & entrance 9/18-10/17/22					
4984141001 Total:		33.16							
Amerencilco Total:		5,940.60							
American Public Works Association 10026 890347	10/4/2022	222.00	0.00	11/11/2022				No	0
100-007-551600 Dues And Subscriptions				APWA membership/justin reeise 1/1/23-12/31/23					
890347 Total:		222.00							
American Public Works As		222.00							
Barber, Jesse 13478 expense-1122	11/2/2022	15.00	0.00	11/11/2022				No	0
100-761-519000 Training And Education				criminal law & procedure 11/2/22					
expense-1122 Total:		15.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Barber, Jesse Total:		15.00							
Beckham, Roy 14592 expense-1022 100-006-520400 Postage	11/2/2022	26.34	0.00	11/11/2022	mailing IRS correspondence & Quarterly 941			No	0
expense-1022 Total:		26.34							
Beckham, Roy Total:		26.34							
Beecher, Chris 12149 expense-1022 100-763-519000 Training And Education	10/31/2022	30.00	0.00	11/11/2022	social networking/cell phone 10/31-11/1/22			No	0
expense-1022 Total:		30.00							
expense-1122 100-763-519000 Training And Education	11/2/2022	15.00	0.00	11/11/2022	criminal law & procedure & fuel 11/2/22			No	0
expense-1122 Total:		15.00							
Beecher, Chris Total:		45.00							
Behrlawn Mowing & Yard Work 14496 3319 100-068-538000 Maintenance Agreements	10/1/2022	2,160.00	0.00	11/11/2022	mowing of 2400 court clean up 10/1-10/22/22			No	0
3319 Total:		2,160.00							
3327 100-068-538000 Maintenance Agreements	10/4/2022	495.00	0.00	11/11/2022	mowing of all liftstations 10/4-11/3/22			No	0
3327 Total:		495.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	Behrlawn Mowing & Yard	2,655.00							
Big Rays Express 14503									
26797	10/20/2022	71.95	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5181					
26797 Total:		71.95							
26817	10/21/2022	58.45	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5059					
26817 Total:		58.45							
26924	10/26/2022	71.95	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5104					
26924 Total:		71.95							
26943	10/27/2022	58.45	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5162					
26943 Total:		58.45							
27140	11/3/2022	58.45	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5105					
27140 Total:		58.45							
Big Rays Express Total:		319.25							
Boyer, Caleb 14574									
expense-1022	10/28/2022	26.90	0.00	11/11/2022				No	0
100-761-599000 Miscellaneous				recognition in quad cities/boyer, washburn/lunch					
expense-1022 Total:		26.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Boyer, Caleb Total:		26.90							
Bradford Systems Corporation									
14776									
383811	11/10/2022	63,966.15	0.00	11/11/2022				No	0
270-270-584009 General Public Improvements				lockers in police department					
383811 Total:		63,966.15							
Bradford Systems Corpora		63,966.15							
Brightspeed									
10111									
*** 304021116	10/10/2022	40.38	0.00	11/11/2022				No	0
100-009-550300 Telephone				street dept fax line 10/10-11/9/22					
304021116 Total:		40.38							
*** 304022613	10/10/2022	57.44	0.00	11/11/2022				No	0
100-009-550300 Telephone				eastside fire data line 10/10-11/9/22					
304022613 Total:		57.44							
*** 304025584	10/10/2022	173.91	0.00	11/11/2022				No	0
100-009-550300 Telephone				fire copper lines 10/10-11/9/22					
304025584 Total:		173.91							
*** 304027612	10/13/2022	72.88	0.00	11/11/2022				No	0
100-009-550300 Telephone				2 wire pager call out line 9/13-10/12/22					
304027612 Total:		72.88							
Brightspeed Total:		344.61							
Britton Electronics									
10083									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2229398	10/28/2022	7,506.41	0.00	11/11/2022				No	0
231-030-534400 Equipment Repairs				new pump replaced at hickory hill liftstation 10/4/22					
2229398 Total:		7,506.41							
Britton Electronics Total:		7,506.41							
Bushue Background Screening 13292									
pekinbus-1031	10/31/2022	399.00	0.00	11/11/2022				No	0
501-501-569000 Other Contractual Service				background checks on bus drivers					
pekinbus-1031 Total:		399.00							
Bushue Background Screen		399.00							
Busy Bee's Lawn & Landscaping 14652									
cop07	9/15/2022	2,400.00	0.00	11/11/2022				No	0
100-068-538000 Maintenance Agreements				mow district 4 10/1-10/15/22					
cop07 Total:		2,400.00							
cop08	10/27/2022	2,400.00	0.00	11/11/2022				No	0
100-068-538000 Maintenance Agreements				mow district 4 9/16-9/31/22					
cop08 Total:		2,400.00							
Busy Bee's Lawn & Landsc		4,800.00							
Cameron's Towing & Recovery 11449									
8893	10/15/2022	125.00	0.00	11/11/2022				No	0
100-761-534101 Vehicle Towage				tow vehicle for block party					
8893 Total:		125.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Cameron's Towing & Reco	125.00							
Carver, Justin K 14773									
c9402521	11/2/2022	2,825.00	0.00	11/11/2022	CT8T-00oV	land		No	0
445-041-580200	Purchase Of Property				court st land acquisition 2308 court				
	c9402521 Total:	2,825.00							
	Carver, Justin K Total:	2,825.00							
Cat Financial Services 10104									
*** 33038009	10/17/2022	1,368.26	0.00	11/11/2022				No	0
445-041-524000	Lease/Rental of Equipment				principal on wheel loader 10/22				
*** 33038009	10/17/2022	304.91	0.00	11/11/2022				No	0
445-041-590400	Interest Paid				interest on wheel loader 10/22				
	33038009 Total:	1,673.17							
*** 70055802	10/26/2022	1,227.58	0.00	11/11/2022				No	0
445-041-524000	Lease/Rental of Equipment				principal on backhoe loader				
*** 70055802	10/26/2022	278.15	0.00	11/11/2022				No	0
445-041-590400	Interest Paid				interest on backhoe loader				
	70055802 Total:	1,505.73							
	Cat Financial Services Tota	3,178.90							
Center for Education & Employment Law 10955									
*** a226609604	10/4/2022	159.00	0.00	11/11/2022				No	0
100-761-551600	Dues And Subscriptions				public employment law report 1/1/23-12/31/23				
	a226609604 Total:	159.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Center for Education & Em		159.00							
Centre State International Trucks, Inc. 10109									
01p74750	8/9/2022	137.30	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				oil filters for bus stock					
01p74750 Total:		137.30							
*** 01p75989	10/10/2022	79.60	0.00	11/11/2022				No	0
223-023-534000 Automotive Expense				fuel filter for sw7					
*** 01p75989	10/10/2022	-5.00	0.00	11/11/2022				No	0
223-023-534000 Automotive Expense				credit on wrong part					
01p75989 Total:		74.60							
01p76277	10/27/2022	403.08	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				fuel tank straps for #414					
01p76277 Total:		403.08							
01p76430	11/3/2022	123.58	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				left rear brake hose for 1953					
01p76430 Total:		123.58							
Centre State International T		738.56							
Chemsearch 10818									
7951944	9/23/2022	602.00	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				glyycol test and fill					
7951944 Total:		602.00							
Chemsearch Total:		602.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
CINTAS Corporation 10115									
4134924355	10/20/2022	216.59	0.00	11/11/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 10/20/22					
4134924355 Total:		216.59							
4135680341	10/27/2022	216.59	0.00	11/11/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 10/27/22					
4135680341 Total:		216.59							
4136319225	11/3/2022	216.59	0.00	11/11/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 11/3/22					
4136319225 Total:		216.59							
CINTAS Corporation Total		649.77							
City Solutions Consulting LLC 14124									
96	11/7/2022	3,440.00	0.00	11/11/2022				No	0
208-208-560500 Consulting Services				consulting fees 10/25-11/7/22					
96 Total:		3,440.00							
City Solutions Consulting		3,440.00							
Classy Grass Inc 10119									
ci15248	11/1/2022	7,693.75	0.00	11/11/2022				No	0
100-068-584009 General Public Improvements				districts 2,3 and 5 mowing for november 2022					
ci15248 Total:		7,693.75							
Classy Grass Inc Total:		7,693.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Cloudpoint Geographics Inc. 11838 inv3264	10/30/2022	7,450.00	0.00	11/11/2022	GIS services 10/30/22			No	0
100-007-569000 Other Contractual Service									
	inv3264 Total:	7,450.00							
	Cloudpoint Geographics In	7,450.00							
Comcast Cable 11073 *** 203200090660	10/19/2022	308.50	0.00	11/11/2022	cable and internet service 10/23-11/22/22			No	0
525-525-550300 Telephone									
	203200090660 Total:	308.50							
	Comcast Cable Total:	308.50							
Confidential Security Corp 10891 97810	8/31/2022	1,969.88	0.00	11/11/2022	hardwaredistracton certified disposal			No	0
100-009-569000 Other Contractual Service									
	97810 Total:	1,969.88							
98084	10/31/2022	65.77	0.00	11/11/2022	confidential material disposal 10/5/22			No	0
100-761-569000 Other Contractual Service									
	98084 Total:	65.77							
	Confidential Security Corp	2,035.65							
Conway Shield 14482 0498974	10/24/2022	46.50	0.00	11/11/2022	rank collar pins			No	0
100-034-529000 Equipment									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	0498974 Total:	46.50							
0498982	10/24/2022	7,190.00	0.00	11/11/2022				No	0
100-034-529000 Equipment				gear for new hires					
	0498982 Total:	7,190.00							
0499062	10/26/2022	301.12	0.00	11/11/2022				No	0
100-034-529000 Equipment				hoseman collar pins					
	0499062 Total:	301.12							
	Conway Shield Total:	7,537.62							
Cooper, Jason & Hadar 14768									
c9402521	11/2/2022	3,450.00	0.00	11/11/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2410 court					
	c9402521 Total:	3,450.00							
	Cooper, Jason & Hadar To	3,450.00							
Cooper, Thomas 14769									
c9402521	11/2/2022	1,225.00	0.00	11/11/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2502 court					
	c9402521 Total:	1,225.00							
	Cooper, Thomas Total:	1,225.00							
Core & Main 10255									
r397951	10/18/2022	6,400.00	0.00	11/11/2022				No	0
231-033-564100 Drainage Improvements				grates, frams and backs for catch basin repairs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	r397951 Total:	6,400.00							
	Core & Main Total:	6,400.00							
Cottrell, Jan 10133 expense-1022	10/16/2022	69.75	0.00	11/11/2022				No	0
100-764-554300 Uniforms And Tools				uniform reimbursement					
	expense-1022 Total:	69.75							
	Cottrell, Jan Total:	69.75							
Courtney, Sasika 14730 *** expense-1022	11/7/2022	50.49	0.00	11/11/2022				No	0
501-501-522400 General Supplies				gift cards and construction paper					
	expense-1022 Total:	50.49							
	Courtney, Sasika Total:	50.49							
Cruce Aviation 13646 627	10/31/2022	8,125.00	0.00	11/11/2022				No	0
525-525-538000 Maintenance Agreement				contractual management 9/12-10/31/22					
	627 Total:	8,125.00							
	Cruce Aviation Total:	8,125.00							
Curto, Charles & Kristi 14767 c9402521	11/2/2022	2,250.00	0.00	11/11/2022	CT8T-00oV	land		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
445-041-580200 Purchase Of Property				court st land acqisition at 2126 court					
c9402521 Total:		2,250.00							
Curto, Charles & Kristi To		2,250.00							
Decker Supply Co. Inc. 11574									
921548	11/4/2022	4,887.82	0.00	11/11/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				50 sign posts for street signs					
921548 Total:		4,887.82							
Decker Supply Co. Inc. To		4,887.82							
Dell Marketing L.P. 11271									
10608411536	8/19/2022	5,641.35	0.00	11/11/2022				No	0
100-009-599802 Computer Hardware				21 monitors					
10608411536 Total:		5,641.35							
Dell Marketing L.P. Total:		5,641.35							
Dewberry Architects Inc. 12357									
2193179	10/27/2022	24,839.00	0.00	11/11/2022				No	0
277-277-584009 General Public Improvements				fire station design					
2193179 Total:		24,839.00							
Dewberry Architects Inc. T		24,839.00							
Eaton, Joshua 14660									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense-1122	11/7/2022	233.65	0.00	11/11/2022				No	0
100-761-519000 Training And Education				pro-active patrol tactis 11/13-11/14/22					
expense-1122 Total:		233.65							
Eaton, Joshua Total:		233.65							
ERA									
11421									
022557	10/11/2022	374.95	0.00	11/11/2022				No	0
231-031-522600 Machine Lubricant & Oil				lab testing equipment					
022557 Total:		374.95							
ERA Total:		374.95							
Eubanks, Susan									
12566									
expense-1022	11/7/2022	15.99	0.00	11/11/2022				No	0
501-501-520200 Office Supplies				keys and tape					
expense-1022 Total:		15.99							
Eubanks, Susan Total:		15.99							
Fastenal Company									
10181									
ilpra441208	10/3/2022	5.70	0.00	11/11/2022				No	0
231-031-534400 Equipment Repairs				material for bar screen					
ilpra441208 Total:		5.70							
Fastenal Company Total:		5.70							

Firestone Tire & Service

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
10191									
238380	4/19/2022	74.99	0.00	11/11/2022				No	0
100-068-534000	Automotive Expense				front end alignment on public property truck				
238380 Total:		74.99							
Firestone Tire & Service To		74.99							
Five Star Water									
12219									
*** 106351	10/20/2022	59.66	0.00	11/11/2022				No	0
231-031-569000	Other Contractual Service				water delivery to wwtp 10/7/22				
106351 Total:		59.66							
Five Star Water Total:		59.66							
Flatley, Melissa									
10199									
expense1022	11/2/2022	90.00	0.00	11/11/2022				No	0
695-095-516700	Wellness Program				gym reimbursement 8/17/21-10/17/22				
expense1022 Total:		90.00							
Flatley, Melissa Total:		90.00							
G A Rich & Sons Inc									
10212									
1473465	10/26/2022	3,094.62	0.00	11/11/2022				No	0
231-031-587000	Machinery And Equipment				bypass piping for press system				
1473465 Total:		3,094.62							
G A Rich & Sons Inc Total		3,094.62							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Gallery Ford Pekin 10683									
2121	11/1/2022	40.08	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				bolts and hex nuts for st464					
2121 Total:		40.08							
Gallery Ford Pekin Total:		40.08							
GDS LLC 14770									
c9402521	11/2/2022	6,500.00	0.00	11/11/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition empty lot					
c9402521 Total:		6,500.00							
GDS LLC Total:		6,500.00							
Gem City Tire 12935									
37700	10/19/2022	306.50	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				1 tire for squad 2212					
37700 Total:		306.50							
37755	10/25/2022	3,787.60	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				8 bus tires					
37755 Total:		3,787.60							
37756	10/25/2022	1,646.96	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				4 bus tires					
37756 Total:		1,646.96							
37757	10/25/2022	1,444.00	0.00	11/11/2022				No	0
100-761-534000 Automotive Expense				10 tires for police squad stock					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	37757 Total:	1,444.00							
37864	11/2/2022	1,951.90	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				6 tires for 445					
	37864 Total:	1,951.90							
	Gem City Tire Total:	9,136.96							
Getz Fire Equipment 10223									
i1825922	8/22/2022	2,142.00	0.00	11/11/2022				No	0
501-501-529000 Equipment				equipment & service					
	i1825922 Total:	2,142.00							
	Getz Fire Equipment Total:	2,142.00							
GFL Environmental Services USA, Inc. 14249									
p60005200692	10/31/2022	25,917.56	0.00	11/11/2022				No	0
223-023-566500 Landfill Expense				landfill fee 10/17-10/31/22					
	p60005200692 Total:	25,917.56							
p90005199427	10/31/2022	3,821.75	0.00	11/11/2022				No	0
223-026-566502 Recycling Expense				curbside fee for recycle 10/17-10/31/22					
	p90005199427 Total:	3,821.75							
GFL Environmental Servic		29,739.31							
Grainger 10235									
9495352099	10/28/2022	36.19	0.00	11/11/2022				No	0
231-031-522400 General Supplies				snow plow accessories					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
9495352099 Total:		36.19							
Grainger Total:		36.19							
Gutters by Tunyuck 14510									
841330	10/9/2022	1,490.00	0.00	11/11/2022				No	0
100-766-536100 Property Cleanup Fees				monthly mowing 10/5-10/9/22					
841330 Total:		1,490.00							
841339	10/23/2022	950.00	0.00	11/11/2022				No	0
100-766-536100 Property Cleanup Fees				monthly mowing 10/18-23/2022					
841339 Total:		950.00							
841340	10/30/2022	875.00	0.00	11/11/2022				No	0
100-766-536100 Property Cleanup Fees				monthly mowing 10/24-10/30/22					
841340 Total:		875.00							
Gutters by Tunyuck Total:		3,315.00							
Harper Rev. Tr, Jeffrey A 14772									
c9402521	11/2/2022	6,400.00	0.00	11/11/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2224 court					
c9402521 Total:		6,400.00							
Harper Rev. Tr, Jeffrey A T		6,400.00							
Harris Pest Control 10251									
120143	11/3/2022	75.00	0.00	11/11/2022				No	0
100-068-538000 Maintenance Agreements				pest control at 1130 koch 11/3/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	120143 Total:	75.00							
120144	11/3/2022	75.00	0.00	11/11/2022				No	0
100-068-538000	Maintenance Agreements			pest control at 1208 koch 11/3/22					
	120144 Total:	75.00							
120145	11/3/2022	110.00	0.00	11/11/2022				No	0
100-068-538000	Maintenance Agreements			pest control at 111 s capitol and fire houses 11/3/22					
	120145 Total:	110.00							
	Harris Pest Control Total:	260.00							
Hawkins Inc.									
12742									
6313772	10/15/2022	10.00	0.00	11/11/2022				No	0
231-031-522200	Chemical Supplies			polymer for treatment					
	6313772 Total:	10.00							
6318092	10/21/2022	5,770.50	0.00	11/11/2022				No	0
231-031-522200	Chemical Supplies			chlorine for treatment					
	6318092 Total:	5,770.50							
	Hawkins Inc. Total:	5,780.50							
Heart Technologies, Inc									
12949									
32540643	9/30/2022	5,541.82	0.00	11/11/2022				No	0
100-009-550300	Telephone			phone lease 09/22					
	32540643 Total:	5,541.82							
	Heart Technologies, Inc To	5,541.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Henricksen 10263									
738133	11/2/2022	5,693.92	0.00	11/11/2022				No	0
270-270-584009 General Public Improvements				office furnitur and equipment for office in PD					
738133 Total:		5,693.92							
Henricksen Total:		5,693.92							
Herr Petroleum Corporation 12712									
d39620	10/12/2022	15,530.85	0.00	11/11/2022				No	0
699-000-160100 Fuel Inventory				fuel delivery 10/12/22					
d39620 Total:		15,530.85							
d39664	10/24/2022	27,883.41	0.00	11/11/2022				No	0
699-000-160100 Fuel Inventory				6004 gallons of diesel delivered 10/24/22					
d39664 Total:		27,883.41							
d39965	9/15/2022	28,970.11	0.00	11/11/2022				No	0
699-000-160100 Fuel Inventory				fuel delivery 09/15/22					
d39965 Total:		28,970.11							
Herr Petroleum Corporatio		72,384.37							
Hohulin Fence Company 12880									
22427c	9/30/2022	33,279.79	0.00	11/11/2022				No	0
501-000-150200 Land Improvements				bus department fence					
22427c Total:		33,279.79							
Hohulin Fence Company T		33,279.79							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Hugh Saxe Enterprises, Inc. 14364									
1004857	10/25/2022	125.00	0.00	11/11/2022				No	0
100-068-538000 Maintenance Agreements				water softner 11/1-11/30/22					
1004857 Total:		125.00							
1004891	10/25/2022	32.95	0.00	11/11/2022				No	0
525-525-538000 Maintenance Agreement				water softner rental 11/1-11/30/22					
1004891 Total:		32.95							
Hugh Saxe Enterprises, Inc		157.95							
Hutchinson, Courtney 10281									
expense-1122	11/13/2022	362.74	0.00	11/11/2022				No	0
100-761-519000 Training And Education				internal affairs training 11/13-11/15/22					
expense-1122 Total:		362.74							
Hutchinson, Courtney Tota		362.74							
IL Association of Chiefs of Police 11279									
11117	10/1/2022	115.00	0.00	11/11/2022				No	0
100-763-551600 Dues And Subscriptions				membership dues 1/1-12/31/23 ranney					
11117 Total:		115.00							
IL Association of Chiefs of		115.00							
IL Environmental Protection Agency 11923									
*** 17	9/15/2022	83,568.94	0.00	11/11/2022				No	0
231-000-218700 IEPA Loan L17-4855				principal on L17-4855					
*** 17	9/15/2022	25,076.98	0.00	11/11/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
231-029-590400 Interest Paid				interest on L17-4855					
17 Total:		108,645.92							
IL Environmental Protectio		108,645.92							
Illini Plumbing, Inc. 12264									
17313	10/27/2022	902.86	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				repairs at police dept/flush valves					
17313 Total:		902.86							
17346	11/1/2022	706.44	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				sink back up at street dept					
17346 Total:		706.44							
Illini Plumbing, Inc. Total:		1,609.30							
IML 14766									
1133	11/7/2022	500.00	0.00	11/11/2022				No	0
100-001-519000 Training And Education				council discussion/self evaluation					
1133 Total:		500.00							
1147	11/1/2022	35.00	0.00	11/11/2022				No	0
100-005-551000 Printing And Publications				job posting for ppd					
1147 Total:		35.00							
1156	11/2/2022	35.00	0.00	11/11/2022				No	0
100-005-551000 Printing And Publications				30 day web employment ad/engineering tech					
1156 Total:		35.00							
1160	11/3/2022	35.00	0.00	11/11/2022				No	0
100-005-551000 Printing And Publications				30 day web employment ad/HR coordinator					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1160 Total:		35.00							
IML Total:		605.00							
IML Risk Management Assoc 10323									
1185	11/9/2022	35.00	0.00	11/11/2022				No	0
100-005-551000 Printing And Publications				job posting 11/8/22					
1185 Total:		35.00							
IML Risk Management Ass		35.00							
Innovative Medical Therapies LLC 14507									
1107	10/3/2022	150.00	0.00	11/11/2022				No	0
501-501-559000 Medical Expense/supplies				physical for CM					
1107 Total:		150.00							
1108	10/3/2022	150.00	0.00	11/11/2022				No	0
501-501-559000 Medical Expense/supplies				physical for GM					
1108 Total:		150.00							
1109	10/3/2022	150.00	0.00	11/11/2022				No	0
501-501-559000 Medical Expense/supplies				physical for DF					
1109 Total:		150.00							
1111	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000 Medical Expense/supplies				physical for CF					
1111 Total:		150.00							
1112	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000 Medical Expense/supplies				physical for KH					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	1112 Total:	150.00							
1113	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000	Medical Expense/supplies			physical for TG					
	1113 Total:	150.00							
1114	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000	Medical Expense/supplies			physical for LF					
	1114 Total:	150.00							
1115	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000	Medical Expense/supplies			physical for JA					
	1115 Total:	150.00							
1116	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000	Medical Expense/supplies			physical for RW					
	1116 Total:	150.00							
1117	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000	Medical Expense/supplies			physical for MH					
	1117 Total:	150.00							
1119	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000	Medical Expense/supplies			physical for RG					
	1119 Total:	150.00							
1120	10/26/2022	150.00	0.00	11/11/2022				No	0
501-501-559000	Medical Expense/supplies			physical for LK					
	1120 Total:	150.00							
	Innovative Medical Therap	1,800.00							

Interstate All Battery Center

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

*** means this invoice number is a duplicate.

Page 31

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10329									
20016815	10/20/2022	131.55	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				battery for st416					
20016815 Total:		131.55							
Interstate All Battery Cente		131.55							
IWIRC									
10335									
370081	10/3/2022	72.00	0.00	11/11/2022				No	0
100-034-559000 Medical Expense/supplies				vaccine for DB					
370081 Total:		72.00							
370152	10/5/2022	64.80	0.00	11/11/2022				No	0
100-034-559000 Medical Expense/supplies				vaccine for CF					
370152 Total:		64.80							
IWIRC Total:		136.80							
Jeff Worms & Sons									
14521									
11012022	11/1/2022	2,100.00	0.00	11/11/2022				No	0
100-068-538000 Maintenance Agreements				mowing services for district 7/veterans dri in october					
11012022 Total:		2,100.00							
Jeff Worms & Sons Total:		2,100.00							
Joe's Towing & Recovery									
11414									
4679811	10/10/2022	487.50	0.00	11/11/2022				No	0
223-025-534000 Automotive Expense				tow of yw4					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4679811	Total:	487.50							
Joe's Towing & Recovery T		487.50							
Jones, Rob 11207									
*** expense-1022	10/13/2022	137.39	0.00	11/11/2022				No	0
100-761-519000 Training And Education				IACP conference 2022 10/13-10/19/22					
expense-1022 Total:		137.39							
expense-1022-1	11/8/2022	310.10	0.00	11/11/2022				No	0
100-761-519000 Training And Education				internal affairs training 11/13-11/15/22					
expense-1022-1 Total:		310.10							
Jones, Rob Total:		447.49							
Kimball Midwest 11679									
*** 100423865	10/25/2022	124.50	0.00	11/11/2022				No	0
223-023-522400 General Supplies				clamps to repair garbage carts					
*** 100423865	10/25/2022	124.50	0.00	11/11/2022				No	0
223-025-522400 General Supplies				clamps to repair garbage carts					
100423865 Total:		249.00							
Kimball Midwest Total:		249.00							
Koenig Body & Equipment 10359									
39292	11/7/2022	5,286.82	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				plow bolts, marker blades & misc for plow trucks/stock					
39292 Total:		5,286.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Koenig Body & Equipmen	5,286.82							
Laser Electric Inc 10367									
sc24890	10/26/2022	526.16	0.00	11/11/2022				No	0
100-032-532000 Electronic Equipment Main				signal maintenance at court & allentown					
sc24890 Total:		526.16							
sc24900	10/26/2022	567.61	0.00	11/11/2022				No	0
100-032-532000 Electronic Equipment Main				signal maintenance at 11th & broadway					
sc24900 Total:		567.61							
sc24974	10/26/2022	204.00	0.00	11/11/2022				No	0
100-032-532000 Electronic Equipment Main				signal maintenance at court & 8th					
sc24974 Total:		204.00							
sc25118	10/30/2022	272.08	0.00	11/11/2022				No	0
100-032-532000 Electronic Equipment Main				signal maintenance at 11th & broadway					
sc25118 Total:		272.08							
Laser Electric Inc Total:		1,569.85							
Legal & Liability Risk Management Institute 14359									
229060	10/25/2022	150.00	0.00	11/11/2022				No	0
100-763-519000 Training And Education				online router training for forensic investigations CB					
229060 Total:		150.00							
Legal & Liability Risk Man		150.00							
Leman Precast 11200									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
005497	10/28/2022	988.00	0.00	11/11/2022				No	0
231-033-564100 Drainage Improvements				risers and inlet for catch basin repairs					
005497 Total:		988.00							
Leman Precast Total:		988.00							
Lenovo									
12747									
6462150375	10/4/2022	125.06	0.00	11/11/2022				No	0
100-009-569000 Other Contractual Service				laptop repair					
6462150375 Total:		125.06							
Lenovo Total:		125.06							
LHF Compost, Inc.									
11829									
1710088	10/21/2022	1,378.90	0.00	11/11/2022				No	0
223-025-566501 Compost Site Expense				yw fee 10/17-10/21/22					
1710088 Total:		1,378.90							
1710095	10/28/2022	2,481.01	0.00	11/11/2022				No	0
223-025-566501 Compost Site Expense				yw fee 10/24-10/28/22					
1710095 Total:		2,481.01							
1710131	11/6/2022	3,659.29	0.00	11/11/2022				No	0
223-025-566501 Compost Site Expense				yw fee 10/31-11/4/22					
1710131 Total:		3,659.29							
LHF Compost, Inc. Total:		7,519.20							
Linde Gas & Equipment									
10518									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
31992549	10/22/2022	142.88	0.00	11/11/2022				No	0
100-034-524000 Lease/rental Of Equipment				rental on cylinders 10/22/22					
31992549 Total:		142.88							
32245085	10/31/2022	453.75	0.00	11/11/2022				No	0
100-034-524000 Lease/rental Of Equipment				rental on cylinders 10/31/22					
32245085 Total:		453.75							
Linde Gas & Equipment To		596.63							
Little, Jeff									
10382									
expense-1022	10/12/2022	634.16	0.00	11/11/2022				No	0
100-761-519000 Training And Education				IACP conference 2022 10/12-10/20/22					
expense-1022 Total:		634.16							
Little, Jeff Total:		634.16							
M & O Environmental									
11070									
41219	10/26/2022	932.80	0.00	11/11/2022				No	0
100-766-536100 Property Cleanup Fees				asbestos abatement at 209 henrietta					
41219 Total:		932.80							
M & O Environmental Tota		932.80							
Macqueen Emergency									
10230									
p01219	10/26/2022	30.98	0.00	11/11/2022				No	0
100-034-534000 Automotive Expense				repairs to engine 2					
p01219 Total:		30.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
p01228	11/2/2022	67.33	0.00	11/11/2022				No	0
100-034-534000 Automotive Expense				repairs to engine 4					
p01228 Total:		67.33							
Macqueen Emergency Tota		98.31							
Mandrell, Erin									
14771									
c9402521	11/2/2022	2,700.00	0.00	11/11/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition at 2306 court st					
c9402521 Total:		2,700.00							
Mandrell, Erin Total:		2,700.00							
Masco Packaging & industrial Supply									
12969									
0150135in	9/29/2022	2,008.00	0.00	11/11/2022				No	0
100-068-522400 General Supplies				40 cases of paper					
0150135in Total:		2,008.00							
Masco Packaging & indust		2,008.00							
May Welding Repair and Fabrication, LLC									
14112									
3094	10/18/2022	385.00	0.00	11/11/2022				No	0
100-032-534400 Equipment Repairs				repairs done on salt spreader					
3094 Total:		385.00							
May Welding Repair and F		385.00							

McMaster-Carr

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
11784									
87005639	10/25/2022	338.27	0.00	11/11/2022				No	0
231-031-534400 Equipment Repairs				bearings for thickener systems					
87005639 Total:		338.27							
McMaster-Carr Total:		338.27							
Menards									
10414									
33696	10/6/2022	114.16	0.00	11/11/2022				No	0
231-031-534400 Equipment Repairs				material and fittings, reducers and nipples					
33696 Total:		114.16							
34811	10/21/2022	38.99	0.00	11/11/2022				No	0
100-034-522400 General Supplies				tie downs					
34811 Total:		38.99							
34813	10/21/2022	11.97	0.00	11/11/2022				No	0
100-034-522400 General Supplies				paracords					
34813 Total:		11.97							
*** 34984	10/24/2022	13.14	0.00	11/11/2022				No	0
100-034-534000 Automotive Expense				cascade to flush coding system on engine 2					
34984 Total:		13.14							
34993	10/24/2022	62.91	0.00	11/11/2022				No	0
100-761-592700 Shooting Range				wood for shelves at shooting range					
34993 Total:		62.91							
35137	10/26/2022	17.99	0.00	11/11/2022				No	0
100-034-529000 Equipment				lube, premipadlock					
35137 Total:		17.99							
35169	10/26/2022	640.51	0.00	11/11/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-068-534200 Buildings And Grounds Rep				49 bags of ice melt					
35169 Total:		640.51							
35178	10/26/2022	23.97	0.00	11/11/2022				No	0
100-034-529000 Equipment				marking tape and padlock					
35178 Total:		23.97							
35250	10/27/2022	33.98	0.00	11/11/2022				No	0
231-030-522400 General Supplies				flex couplings for sanitary repairs					
35250 Total:		33.98							
35317	10/28/2022	84.41	0.00	11/11/2022				No	0
231-031-522400 General Supplies				cleaning rags and squeegees					
35317 Total:		84.41							
35331	10/28/2022	9.38	0.00	11/11/2022				No	0
100-068-522400 General Supplies				coupler/plug kit					
35331 Total:		9.38							
*** 35581	11/1/2022	306.32	0.00	11/11/2022				No	0
100-034-522400 General Supplies				lube, premix and lids for pails					
35581 Total:		306.32							
*** 35582	11/1/2022	108.98	0.00	11/11/2022				No	0
100-034-529000 Equipment				padlock and chain					
*** 35582	11/1/2022	36.42	0.00	11/11/2022				No	0
100-034-522400 General Supplies				trash bags					
35582 Total:		145.40							
35669	11/2/2022	127.14	0.00	11/11/2022				No	0
100-068-522400 General Supplies				cleaning supplies					
35669 Total:		127.14							
35677	11/2/2022	107.94	0.00	11/11/2022				No	0
100-068-522400 General Supplies				lights for fire house #2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	35677 Total:	107.94							
35756	11/3/2022	2.24	0.00	11/11/2022				No	0
100-068-522400 General Supplies				distilled water for genset					
	35756 Total:	2.24							
	Menards Total:	1,740.45							
Midwest Transit Equipment 10421									
r35100659102	10/25/2022	688.06	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				sensor for bus 1955					
	r35100659102 Total:	688.06							
r35100659401	9/12/2022	817.39	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				parts/labor for bus 1968					
	r35100659401 Total:	817.39							
r35100662501	10/4/2022	83.21	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				repair stop arm on bus 1202					
	r35100662501 Total:	83.21							
x1010638601	9/21/2022	147.75	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				laminated glass for bus 1205					
	x1010638601 Total:	147.75							
x10106406801	10/31/2022	3,921.00	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				20 harnesses for bus stock					
	x10106406801 Total:	3,921.00							
x10106410201	10/31/2022	134.96	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				glass for emergency door 1939					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	x10106410201 Total:	134.96							
x10106411501	11/1/2022	14.49	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				mount belt bus 1930					
	x10106411501 Total:	14.49							
x10106412801	10/31/2022	21.04	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				screw for fender extension bus 1934					
	x10106412801 Total:	21.04							
x10106425101	11/1/2022	59.01	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				power mirror switch for bus 1966					
	x10106425101 Total:	59.01							
x10106425601	10/31/2022	87.44	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				micro door switch for 1934 and stock					
	x10106425601 Total:	87.44							
x10106425801	10/31/2022	1,620.53	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				DPF for bus 1955					
	x10106425801 Total:	1,620.53							
	Midwest Transit Equipmen	7,594.88							
Missouri Network Alliance									
14626									
44757	10/1/2022	2,500.00	0.00	11/11/2022				No	0
100-009-550300 Telephone				fiber for liftstation, city hall & airport 10/2022					
	44757 Total:	2,500.00							
	Missouri Network Alliance	2,500.00							

Motion Industries Inc

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

*** means this invoice number is a duplicate.

Page 41

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10436									
il6100268147	10/13/2022	191.42	0.00	11/11/2022				No	0
231-031-534400 Equipment Repairs				bearings for pekin prison bar screen					
il6100268147 Total:		191.42							
Motion Industries Inc Tota		191.42							
Municipal Clerks of Illinois									
11061									
11032022	11/3/2022	75.00	0.00	11/11/2022				No	0
100-004-551600 Dues And Subscriptions				MCI dues for 2023 deputy city clerk NS					
11032022 Total:		75.00							
Municipal Clerks of Illinoi		75.00							
NAPA Auto Parts of Pekin									
10441									
*** 521071	11/2/2022	43.23	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				oil and fuel filters for genset					
*** 521071	11/2/2022	189.00	0.00	11/11/2022				No	0
699-069-534400 Equipment Repairs				service jack					
521071 Total:		232.23							
NAPA Auto Parts of Pekin		232.23							
NCL of Wisconsin Inc									
12393									
477547	10/11/2022	396.66	0.00	11/11/2022				No	0
231-031-529000 Equipment				p.h. meter probe					
477547 Total:		396.66							
477997	10/21/2022	156.36	0.00	11/11/2022				No	0
231-031-522600 Machine Lubricant & Oil				lab expenses for sampling					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
477997 Total:		156.36							
NCL of Wisconsin Inc Tota		553.02							
Northern Illinois Training Advisory Board 14777									
2333	10/21/2022	150.00	0.00	11/11/2022				No	0
100-761-519000 Training And Education				evidence based interviews training BW					
2333 Total:		150.00							
Northern Illinois Training A		150.00							
Old Heritage Landscaping, Inc. 11481									
47506	10/26/2022	73.71	0.00	11/11/2022				No	0
231-033-522400 General Supplies				top soil for law repairs					
47506 Total:		73.71							
47508	10/27/2022	73.71	0.00	11/11/2022				No	0
231-033-522400 General Supplies				top soil for law repairs					
47508 Total:		73.71							
Old Heritage Landscaping,		147.42							
O'Reilly Automotive Stores, Inc. 10456									
1262161590	11/2/2022	6.58	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				lens tape for st dept 21					
1262161590 Total:		6.58							
O'Reilly Automotive Stores		6.58							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Otis Elevator 10461 f10000040821 100-068-534200 Buildings And Grounds Rep	10/21/2022	125.00	0.00	11/11/2022	elevator service 10/21/22			No	0
f10000040821 Total:		125.00							
Otis Elevator Total:		125.00							
Parkside Athletics 10470 11012022 695-095-516700 Wellness Program	11/1/2022	468.00	0.00	11/11/2022	11/2022 50% gym membership			No	0
11012022 Total:		468.00							
Parkside Athletics Total:		468.00							
PDQ.com 14366 1164eobb0001 100-009-599801 Computer Software	10/11/2022	5,400.00	0.00	11/11/2022	mobile device managment license for 2023			No	0
1164eobb0001 Total:		5,400.00							
PDQ.com Total:		5,400.00							
Pekin Park District 10487 11082022 100-068-550100 Utilities	11/1/2022	342.47	0.00	11/11/2022	labor, parts and utilities50% for riverfront 10/1-10/31/22			No	0
11082022 Total:		342.47							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Pekin Park District Total:		342.47							
Puritan Springs Water 10766									
*** 1523786	10/27/2022	94.84	0.00	11/11/2022				No	0
100-990-569000 Other Contractual Service				water delivery to city hall 10/27/22					
1523786 Total:		94.84							
Puritan Springs Water Tota		94.84							
Ragan Communications Inc 10533									
27976	10/29/2022	763.88	0.00	11/11/2022				No	0
100-034-555000 Radio Expense				monthly smr 10/31-11/29/22					
27976 Total:		763.88							
27978	10/29/2022	1,248.65	0.00	11/11/2022				No	0
100-761-555000 Radio Expense				monthly smr 10/31-11/29/22					
27978 Total:		1,248.65							
Ragan Communications In		2,012.53							
Rainbo Oil Co 10534									
*** 9156978	10/21/2022	1,099.69	0.00	11/11/2022				No	0
501-501-534000 Automotive Expense				oil/def fluid					
*** 9156978	10/21/2022	429.52	0.00	11/11/2022				No	0
223-023-534000 Automotive Expense				oil					
*** 9156978	10/21/2022	429.52	0.00	11/11/2022				No	0
100-032-534000 Automotive Expense				oil					
9156978 Total:		1,958.73							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Rainbo Oil Co Total:	1,958.73							
Ranney, Seth 11321 expense-1122 100-763-519000 Training And Education	11/8/2022	128.00	0.00	11/11/2022	IL tactical officers assoc. conference 11/21-11/22/22			No	0
	expense-1122 Total:	128.00							
	Ranney, Seth Total:	128.00							
Ray O'Herron Co Inc 10539 2228369 100-761-554300 Tools & Uniforms	10/21/2022	34.87	0.00	11/11/2022	uniform name bars for TB			No	0
	2228369 Total:	34.87							
	Ray O'Herron Co Inc Total	34.87							
Roanoke Concrete Products 10553 221235 231-030-564000 Sewer Maintenance/Improvement	10/12/2022	485.25	0.00	11/11/2022	flowable for catch basin repair willow & 10th st			No	0
	221235 Total:	485.25							
221236 231-030-564000 Sewer Maintenance/Improvement	10/12/2022	747.50	0.00	11/11/2022	flowable for catch basin repair 1506 tennell			No	0
	221236 Total:	747.50							
221348 231-030-564000 Sewer Maintenance/Improvement	10/14/2022	747.50	0.00	11/11/2022	sanitary repair at 106 irene/flowable CLSMI			No	0
	221348 Total:	747.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
221575	10/19/2022	384.75	0.00	11/11/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for catch basin repair sierra ct					
221575 Total:		384.75							
222046	10/28/2022	1,587.75	0.00	11/11/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary repairs at 707 prince					
222046 Total:		1,587.75							
Roanoke Concrete Product		3,952.75							
ROE									
14712									
11082022	11/8/2022	10.00	0.00	11/11/2022				No	0
501-501-519000 Training And Education				training course for KT					
11082022 Total:		10.00							
11082022-1	11/8/2022	10.00	0.00	11/11/2022				No	0
501-501-519000 Training And Education				training course for CM					
11082022-1 Total:		10.00							
11082022-2	11/8/2022	10.00	0.00	11/11/2022				No	0
501-501-519000 Training And Education				training course for JL					
11082022-2 Total:		10.00							
11082022-3	11/8/2022	10.00	0.00	11/11/2022				No	0
501-501-519000 Training And Education				training course for CV					
11082022-3 Total:		10.00							
ROE Total:		40.00							
ROE 26 Business Office									
14775									
10212022	10/21/2022	10.00	0.00	11/11/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
501-501-519000 Training And Education				annual refresher training for ryan gilles					
10212022 Total:		10.00							
ROE 26 Business Office To		10.00							
Schwartz Electric 10579									
17109	10/21/2022	281.20	0.00	11/11/2022				No	0
100-032-534400 Equipment Repairs				installed LED fixture at 2502 arlington circle					
17109 Total:		281.20							
17110	10/21/2022	279.25	0.00	11/11/2022				No	0
100-032-534400 Equipment Repairs				installed LED fixture at mt vernon & parkway dr					
17110 Total:		279.25							
17111	10/21/2022	110.00	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				pocket park power check 10/14/22					
17111 Total:		110.00							
17123	10/28/2022	2,940.00	0.00	11/11/2022				No	0
100-990-599999 Contingency				julie locates 10/12-10/25/22					
17123 Total:		2,940.00							
Schwartz Electric Total:		3,610.45							
Sentry Safety Supply, Inc. 10882									
*** 0270682in	10/31/2022	81.00	0.00	11/11/2022				No	0
223-023-522400 General Supplies				nitrile gloves for sw					
*** 0270682in	10/31/2022	81.00	0.00	11/11/2022				No	0
100-032-522400 General Supplies				nitrile gloves for street dept					
0270682in Total:		162.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 0270724in	11/1/2022	180.00	0.00	11/11/2022				No	0
223-023-522400 General Supplies				winter gloves for sw					
*** 0270724in	11/1/2022	180.00	0.00	11/11/2022				No	0
100-032-522400 General Supplies				winter gloves for street dept					
0270724in Total:		360.00							
Sentry Safety Supply, Inc.		522.00							
SG Screen Graphics Inc. 11820									
2326	10/10/2022	38.00	0.00	11/11/2022				No	0
100-761-599000 Miscellaneous				retirement plaque for MP					
2326 Total:		38.00							
SG Screen Graphics Inc. To		38.00							
SHI International Corp 12297									
b15908196	9/30/2022	520.76	0.00	11/11/2022				No	0
100-009-599802 Computer Hardware				wireless access pint for airport					
b15908196 Total:		520.76							
b15928889	10/5/2022	5,740.00	0.00	11/11/2022				No	0
100-009-599802 Computer Hardware				5 surface pro tablets for fire dept					
b15928889 Total:		5,740.00							
SHI International Corp Tot		6,260.76							
Sirchie Acquisition Company LLC 10604									
0565639in	10/27/2022	81.38	0.00	11/11/2022				No	0
100-761-522400 General Supplies				evidence supplies chain of custody labes					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0565639	in Total:	81.38							
Sirchie Acquisition Compa		81.38							
Smith, Ryan 10733									
*** expense-1022	10/20/2022	150.00	0.00	11/11/2022				No	0
100-761-556100 Gasoline/diesel Fuel				fuel reimbursement to transport K9 BAS					
expense-1022 Total:		150.00							
expense-1022-1	11/8/2022	51.00	0.00	11/11/2022				No	0
100-761-519000 Training And Education				tactical leadership 10/13-10/14/22					
expense-1022-1 Total:		51.00							
Smith, Ryan Total:		201.00							
Southwestern Illinois College 13454									
26138469102022	10/20/2022	5,901.20	0.00	11/11/2022				No	0
100-761-519000 Training And Education				police academy for new officer JW					
26138469102022 Total:		5,901.20							
Southwestern Illinois Colle		5,901.20							
Street Cop Training, LLC 14778									
inv003736	11/1/2022	598.00	0.00	11/11/2022				No	0
100-761-519000 Training And Education				proactive patrol tactics training CV, JE					
inv003736 Total:		598.00							
Street Cop Training, LLC T		598.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Stumpf, Susan 10623									
expense-1122	10/21/2022	61.24	0.00	11/11/2022				No	0
100-764-554300 Uniforms And Tools				uniform reimbursement					
expense-1122 Total:		61.24							
Stumpf, Susan Total:		61.24							
TargetSolutions Learning LLC 13744									
inv61460	6/20/2022	6,906.25	0.00	11/11/2022				No	0
100-034-599801 Computer Software				vector software annual renewal 6/19/22-6/19/23					
inv61460 Total:		6,906.25							
TargetSolutions Learning L		6,906.25							
Task Force Tips 14653									
9019155	10/13/2022	805.33	0.00	11/11/2022				No	0
100-034-534400 Equipment Repairs				repair to hose tip					
9019155 Total:		805.33							
9019167	10/14/2022	420.64	0.00	11/11/2022				No	0
100-034-529000 Equipment				eductor					
9019167 Total:		420.64							
Task Force Tips Total:		1,225.97							
Tazewell County Asphalt Co. Inc. 11264									
20110012833	10/31/2022	1,322.10	0.00	11/11/2022				No	0
240-240-535000 Material And Hauling				bituminouse surfaces for street repair					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
20110012833 Total:		1,322.10							
Tazewell County Asphalt C		1,322.10							
Tazewell County Recorder 11172									
11042022	11/3/2022	853.20	0.00	11/11/2022				No	0
231-029-593300 Lien Filing Fee				filing 15 and release of 3 wastewater liens					
11042022 Total:		853.20							
Tazewell County Recorder		853.20							
Third Millennium Associates, Inc. 11953									
*** 28300	10/26/2022	690.63	0.00	11/11/2022				No	0
231-029-569000 Other Contractual Service				september 2022 lockbox services					
*** 28300	10/26/2022	690.63	0.00	11/11/2022				No	0
223-023-569000 Other Contractual Service				september 2022 lockbox services					
28300 Total:		1,381.26							
*** 28352	10/31/2022	1,885.26	0.00	11/11/2022				No	0
231-029-569000 Other Contractual Service				october 2022 green pay server fee					
*** 28352	10/31/2022	1,885.25	0.00	11/11/2022				No	0
223-023-569000 Other Contractual Service				october 2022 green pay server fee					
28352 Total:		3,770.51							
Third Millennium Associat		5,151.77							
Thomson Reuters 12771									
847131119	10/1/2022	242.42	0.00	11/11/2022				No	0
100-009-538000 Maintenance Agreements				clear law 9/1-9/30/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
847131119 Total:		242.42							
Thomson Reuters Total:		242.42							
Topless Tree Service 14332									
2004	10/27/2022	7,325.00	0.00	11/11/2022				No	0
100-032-536000 Tree Removal / Replacemen				remove 27 dead trees from hanna dr 10/27/22					
2004 Total:		7,325.00							
2010	10/30/2022	1,685.00	0.00	11/11/2022				No	0
100-032-536000 Tree Removal / Replacemen				remove tree at 416 prince 10/28/22					
2010 Total:		1,685.00							
2015	11/4/2022	650.00	0.00	11/11/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 416 prince st 11/3/22					
2015 Total:		650.00							
2016	11/6/2022	2,460.00	0.00	11/11/2022				No	0
100-032-536000 Tree Removal / Replacemen				remove tree at 328 broadway 11/4/22					
2016 Total:		2,460.00							
Topless Tree Service Total:		12,120.00							
Truck Centers Inc 10664									
f14038343901	10/31/2022	94.74	0.00	11/11/2022				No	0
223-023-534000 Automotive Expense				serpentine belt sw14 stock					
f14038343901 Total:		94.74							
f1438317101	10/27/2022	18.34	0.00	11/11/2022				No	0
223-026-534000 Automotive Expense				toggle switch recycle 1 and stock					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	f1438317101 Total:	18.34							
	Truck Centers Inc Total:	113.08							
Turner, Kerri 13667 expense-1122	11/8/2022	50.00	0.00	11/11/2022	cdl reimbursement			No	0
501-501-557200 License And Inspection Fees									
	expense-1122 Total:	50.00							
	Turner, Kerri Total:	50.00							
Tyler Technologies, Inc. 11773 045397195	10/19/2022	87.50	0.00	11/11/2022	student transportation migration			No	0
501-501-538000 Maintenance Agreements									
	045397195 Total:	87.50							
	Tyler Technologies, Inc. To	87.50							
Uftring Auto Group 10829 chcs342106	10/20/2022	2,055.96	0.00	11/11/2022	replaced radiator, batter, water pump in squad 5201			No	0
100-761-534000 Automotive Expense									
	chcs342106 Total:	2,055.96							
	Uftring Auto Group Total:	2,055.96							
United States Postal Service 10449 11032022	11/3/2022	2,000.00	0.00	11/11/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-990-520400 Postage				replenish postage machine					
11032022 Total:		2,000.00							
United States Postal Service		2,000.00							
University of Illinois 11803 upi11215	10/26/2022	1,050.00	0.00	11/11/2022				No	0
100-761-519000 Training And Education				police firearms instructor training AS, JB					
upi11215 Total:		1,050.00							
University of Illinois Total:		1,050.00							
Unland & Co Inc., James 10671 5022	10/27/2022	740.00	0.00	11/11/2022				No	0
695-095-516700 Wellness Program				10/22 wellness app					
5022 Total:		740.00							
5023	10/27/2022	1,532.50	0.00	11/11/2022				No	0
695-095-569000 Other Contractual Service				10/22 consulting services					
5023 Total:		1,532.50							
Unland & Co Inc., James T		2,272.50							
US Bank Equipment Finance 13878 *** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-001-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-990-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-006-524000 Lease/rental Of Equipment				lease copier 11/30/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-763-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-763-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-761-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-764-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-032-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
100-034-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	620.48	0.00	11/11/2022				No	0
501-501-524000 Lease/rental Of Equipment				lease copier 11/30/22					
*** 486285539	11/1/2022	127.71	0.00	11/11/2022				No	0
699-069-524000 Lease/rental Of Equipment				lease copier 11/30/22					
486285539 Total:		1,897.58							
US Bank Equipment Finan		1,897.58							
USABluebook 10674									
133585	10/5/2022	602.66	0.00	11/11/2022				No	0
231-031-522600 Machine Lubricant & Oil				chlorine portable meter					
133585 Total:		602.66							
133590	10/5/2022	35.05	0.00	11/11/2022				No	0
231-031-522600 Machine Lubricant & Oil				buffer for p.h. meter					
133590 Total:		35.05							
USABluebook Total:		637.71							
VCNA Prairie LLC 14635									
890770358	10/31/2022	1,239.08	0.00	11/11/2022				No	0

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

Page 56

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 11-11-22 (3285 : Accounts Payable To Be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
240-240-535000 Material And Hauling				washed chips for dura patch street repairs					
890770358 Total:		1,239.08							
VCNA Prairie LLC Total:		1,239.08							
Verizon 14122									
9916562040	9/23/2022	188.37	0.00	11/11/2022				No	0
231-031-550100 Utilities				cell for liftstations 8/24-9/23/22					
9916562040 Total:		188.37							
9916562041	9/23/2022	773.43	0.00	11/11/2022				No	0
100-009-550300 Telephone				fire data 8/24-9/23/22					
9916562041 Total:		773.43							
9917346493	10/3/2022	4,690.40	0.00	11/11/2022				No	0
100-009-550300 Telephone				city hall celluler 9/4-10/3/22					
9917346493 Total:		4,690.40							
9917346494	10/3/2022	325.10	0.00	11/11/2022				No	0
100-009-550300 Telephone				fire dept celluler 9/4-10/3/22					
9917346494 Total:		325.10							
9917346495	10/3/2022	3,162.38	0.00	11/11/2022				No	0
100-009-550300 Telephone				police dept celluler 9/4-10/3/22					
9917346495 Total:		3,162.38							
9917944980	10/10/2022	131.81	0.00	11/11/2022				No	0
100-009-550300 Telephone				building & grounds cellular 9/11-10/10/22					
9917944980 Total:		131.81							
Verizon Total:		9,271.49							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Vicary, Cody 14597									
expense-1122	11/8/2022	233.65	0.00	11/11/2022				No	0
100-761-519000 Training And Education				pro-active patrol tactics 11/13-11/14/22					
expense-1122 Total:		233.65							
Vicary, Cody Total:		233.65							
Virden, Harry & Karolyn 13520									
c9402521	11/3/2022	1,225.00	0.00	11/11/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2504 court st					
c9402521 Total:		1,225.00							
Virden, Harry & Karolyn T		1,225.00							
Visa (business) 11433									
*** 2020-1022	10/25/2022	236.49	0.00	11/11/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				4 sidewalk barricades					
*** 2020-1022	10/25/2022	403.20	0.00	11/11/2022				No	0
100-004-554200 Meals Lodging				MCI academy 2022 for deputy clerk					
*** 2020-1022	10/25/2022	125.06	0.00	11/11/2022				No	0
100-009-534400 Equipment Repairs				laptop repair					
*** 2020-1022	10/25/2022	149.90	0.00	11/11/2022				No	0
100-009-538000 Maintenance Agreements				CANVA 9/26/22-9/28/23					
*** 2020-1022	10/25/2022	30.00	0.00	11/11/2022				No	0
501-501-522400 General Supplies				tollway at downers grove/charter					
2020-1022 Total:		944.65							
*** 3994-1022	10/25/2022	25.00	0.00	11/11/2022				No	0
100-761-599000 Miscellaneous				rush card fee					
*** 3994-1022	10/25/2022	100.00	0.00	11/11/2022				No	0
100-761-551600 Dues And Subscriptions				job posting/admin assistant					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 3994-1022	10/25/2022	147.98	0.00	11/11/2022				No	0
100-763-529000 Equipment				2 deskboard dry erase					
*** 3994-1022	10/25/2022	1.48	0.00	11/11/2022				No	0
100-763-529000 Equipment				international trans fee					
*** 3994-1022	10/25/2022	1.48	0.00	11/11/2022				No	0
100-763-529000 Equipment				international trans fee					
*** 3994-1022	10/25/2022	408.49	0.00	11/11/2022				No	0
100-761-529000 Equipment				breaching ram					
*** 3994-1022	10/25/2022	199.00	0.00	11/11/2022				No	0
100-761-519000 Training And Education				ADA accommodation traning for dossey					
*** 3994-1022	10/25/2022	153.38	0.00	11/11/2022				No	0
100-766-536100 Property Cleanup Fees				asbestos demo project notification					
*** 3994-1022	10/25/2022	154.40	0.00	11/11/2022				No	0
100-761-557200 License And Inspection Fees				squad license renewal 5059					
*** 3994-1022	10/25/2022	49.62	0.00	11/11/2022				No	0
100-761-519000 Training And Education				fuel/IACP dossey					
*** 3994-1022	10/25/2022	150.00	0.00	11/11/2022				No	0
100-761-519000 Training And Education				parking fee/IACP dossey					
*** 3994-1022	10/25/2022	962.81	0.00	11/11/2022				No	0
100-761-555000 Radio Expense				6 portable radio microphones					
3994-1022 Total:		2,353.64							
*** 5388-1022	10/25/2022	43.02	0.00	11/11/2022				No	0
100-034-520200 Office Supplies				label maker					
*** 5388-1022	10/25/2022	906.25	0.00	11/11/2022				No	0
100-034-599000 Miscellaneous				indepence bunting & flag for stations					
*** 5388-1022	10/25/2022	14.22	0.00	11/11/2022				No	0
100-034-522400 General Supplies				tie kye kit					
*** 5388-1022	10/25/2022	-200.00	0.00	11/11/2022				No	0
100-034-519000 Training And Education				IAAI class was canceled/refund					
5388-1022 Total:		763.49							
*** 6031-1022	10/25/2022	423.80	0.00	11/11/2022				No	0
208-208-597700 Sponsorships				gift cards					
*** 6031-1022	10/25/2022	7.47	0.00	11/11/2022				No	0
100-032-522400 General Supplies				notebooks for street dept					
*** 6031-1022	10/25/2022	229.00	0.00	11/11/2022				No	0
100-005-551600 Dues And Subscriptions				SHRM professional membershihp					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 6031-1022	10/25/2022	148.13	0.00	11/11/2022				No	0
695-095-569000 Other Contractual Service				health fair breakfast					
*** 6031-1022	10/25/2022	308.58	0.00	11/11/2022				No	0
100-032-554200 Meals Lodging				hotel for ryan janssen/training					
*** 6031-1022	10/25/2022	308.58	0.00	11/11/2022				No	0
100-032-554200 Meals Lodging				hotel for ryan janssen/training					
*** 6031-1022	10/25/2022	47.41	0.00	11/11/2022				No	0
695-095-569000 Other Contractual Service				food for health fair					
*** 6031-1022	10/25/2022	93.20	0.00	11/11/2022				No	0
695-095-569000 Other Contractual Service				food for health fair					
*** 6031-1022	10/25/2022	74.98	0.00	11/11/2022				No	0
695-095-569000 Other Contractual Service				food for health fair					
*** 6031-1022	10/25/2022	77.43	0.00	11/11/2022				No	0
695-095-569000 Other Contractual Service				food for health fair					
*** 6031-1022	10/25/2022	242.85	0.00	11/11/2022				No	0
208-208-597700 Sponsorships				rocktober awards					
6031-1022 Total:		1,961.43							
Visa (business) Total:		6,023.21							
Ward, Michael 10692 expense-1022	10/16/2022	297.62	0.00	11/11/2022				No	0
100-761-519000 Training And Education				hostage negotiations & crisis intervention 10/16-10/22					
expense-1022 Total:		297.62							
Ward, Michael Total:		297.62							
Waste Management 12524 000136020708	10/17/2022	3,672.74	0.00	11/11/2022				No	0
231-031-569000 Other Contractual Service				20 yard dumpster service 10/3-10/14/22					
000136020708 Total:		3,672.74							
318417920705	10/5/2022	1,303.69	0.00	11/11/2022				No	0

AP-To Be Paid Proof List (11/10/2022 - 8:07 AM)

Page 60

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Attachment: To Be Paid Proof List 11-11-22 (3285 : Accounts Payable To Be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
231-031-536400 Sludge Removal				2 yard dumpster service 10/1/22					
318417920705 Total:		1,303.69							
Waste Management Total:		4,976.43							
Wayne-Dalton Sales & Service of Peoria 12407									
19603960	10/17/2022	1,012.50	0.00	11/11/2022				No	0
100-068-534200 Buildings And Grounds Rep				garage door repair at 272 derby					
19603960 Total:		1,012.50							
Wayne-Dalton Sales & Ser		1,012.50							
XWaste Inc 10721									
551634	6/30/2022	240.00	0.00	11/11/2022				No	0
100-032-535000 Material And Hauling				x-waste fee					
551634 Total:		240.00							
XWaste Inc Total:		240.00							
Report Total:		638,240.89							

**REQUEST FOR COUNCIL ACTION**

Agenda Date: November 14, 2022
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: PD Stats - Oct. 2022

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Oct 2022 WEEKLY STATS	Oct 2 - 8	Oct 9 -15	Oct 16 -22	Oct 23 - 29	TOTAL
PATROL					
Calls for service	720	724	674	706	2824
Buisness / Bar checks	93	77	86	103	359
Traffic stops	45	39	36	52	172
Phone calls & station information	34	34	27	26	121
Reports	87	89	75	67	318
Supplements	18	43	35	24	120
Impounds	3	4	5	5	17
Arrests	60	78	56	63	257
Citations	37	43	42	45	167
Written warnings	26	27	21	27	101
Cell phone	1	1	1	2	5
Truck route	1	0	0	0	1
Low-speed gas bicycle	1	2	0	3	6
Pedestrian stops	4	3	0	4	11
DUI	0	1	1	0	2
Crashes	3	0	26	18	47
Field contact	1	3	5	2	11
Parking tickets - Parking Enforce	1	3	2	5	11
Parking tickets - Patrol	2	3	3	8	16
Animal controls tickets - AC	0	0	0	0	0
Animal - Patrol	0	0	0	0	0
NOT COUNTED (those listed below)					
Julie notifications	0	0	0	0	0
Repossessions	1	0	3	2	6
Incident created in error	0	0	0	0	0
Law test nature code	0	0	0	0	0
RECORDS					
Notice to Appears	0	0	0	0	0
Citations	0	0	1	2	3
Warnings	0	0	0	0	0
Freedom of Information / Pages	21 / 239 pgs	24 / 153 pgs	14 / 63 pgs	22 / 230 pgs	81/ 685 pgs
CD/DVD'S FOR FOI OR SUB (Redacted)	1	6	0	7	14
SEX Offender Registration	17	13	11	11	52
Impounds processed	3	4	5	5	17
Impound fees collected	\$2,000.00	\$ -	\$ 500.00	\$ 2,000.00	\$4,500.00
Fines collected	\$2,990.00	\$ -	\$ 2,680.00	\$0.00	\$5,670.00
Reports	0	1	0	0	1
Supplemental reports	0	0	0	1	1
Fingerprints processed	0	0	2	0	2
Court case files	12	6	0	16	34
DVD/CD for court	133	49	10	113	305
Reports Processed	101	94	93	81	369
Pieces of logged evidence	27	24	40	21	112
Pieces of evidence to Lab	5	7	2	4	18
Pill Bin weight	12 lbs	7.2 lbs	3 lbs	8 lbs	30.2 lbs
Backgrounds for other LAW/GOVT. Agen	22	18	30	35	105
False alarm letters	0	0	7	0	7
Certificate of Purchase	0	2	6	6	14
Certificate of Purchase Final Letters	0	8	3	0	11
Evidence Pulled to be destroyed	179	460	192	135	966
Subpoenas	0 sub	1 sub	3 sub	0 sub	4 sub
Pages	0 pgs	4 pgs	287 pgs	0 pgs	291 pgs
Videos	0 vid	0 vid	83 vid	0 vid	83
AVRS Crash Report Sales / \$	16 / \$80	1 / \$5	15 / \$75	10 / \$50	42 /

**REQUEST FOR COUNCIL ACTION**

Agenda Date: November 14, 2022
To: Council Members
From: Trent Reeise, Fire Chief

AGENDA ITEM: Fire Department Monthly Report- October 2022

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



PEKIN FIRE DEPARTMENT

3232 COURT ST — Pekin, IL 61554

www.ci.pekin.il.us

Monthly Incident Type Report (Pekin Fire)

Basic Incident Type	Total Incidents	Total Incidents Percent of Incidents
Incident Type Category: 1 - Fire		
100 - Fire, other	3	0.52
111 - Structure fire	2	0.35
113 - Cooking fire, confined to container	7	1.22
118 - Trash or rubbish fire, contained	2	0.35
131 - Passenger vehicle fire	3	0.52
140 - Natural vegetation fire, other	1	0.17
141 - Forest, woods or wildland fire	3	0.52
142 - Brush or brush-and-grass mixture fire	2	0.35
150 - Outside rubbish fire, other	5	0.87
151 - Outside rubbish, trash or waste fire	1	0.17
Total: 29		Total: 5.03
Incident Type Category: 3 - Rescue & Emergency Medical Service Incident		
300 - Rescue, EMS incident, other	2	0.35
311 - Medical assist, assist EMS crew	4	0.69
321 - EMS call, excluding vehicle accident with injury	414	71.88
322 - Motor vehicle accident with injuries	7	1.22
324 - Motor vehicle accident with no injuries.	1	0.17
Total: 428		Total: 74.31
Incident Type Category: 4 - Hazardous Condition (No Fire)		
412 - Gas leak (natural gas or LPG)	2	0.35
424 - Carbon monoxide incident	1	0.17
440 - Electrical wiring/equipment problem, other	2	0.35
445 - Arcing, shorted electrical equipment	1	0.17
Total: 6		Total: 1.04
Incident Type Category: 5 - Service Call		
500 - Service call, other	7	1.22
511 - Lock-out	1	0.17
512 - Ring or jewelry removal	1	0.17
550 - Public service assistance, other	7	1.22
551 - Assist police or other governmental agency	1	0.17
552 - Police matter	1	0.17
553 - Public service	13	2.26
554 - Assist invalid	14	2.43
561 - Unauthorized burning	12	2.08
Total: 57		Total: 9.90
Incident Type Category: 6 - Good Intent Call		
600 - Good intent call, other	1	0.17
611 - Dispatched and cancelled en route	20	3.47
622 - No incident found on arrival at dispatch address	2	0.35
650 - Steam, other gas mistaken for smoke, other	2	0.35
651 - Smoke scare, odor of smoke	2	0.35
Total: 27		Total: 4.69
Incident Type Category: 7 - False Alarm & False Call		
700 - False alarm or false call, other	9	1.56
731 - Sprinkler activation due to malfunction	1	0.17

Attachment: Monthly-Incident-Type-Report-October 2022 (3270 : Fire Department Monthly Report- October 2022)

Basic Incident Type	Total Incidents	Total Incidents Percent of Incidents
733 - Smoke detector activation due to malfunction	1	0.35%
735 - Alarm system sounded due to malfunction	2	0.35%
736 - CO detector activation due to malfunction	2	0.35%
740 - Unintentional transmission of alarm, other	4	0.69%
743 - Smoke detector activation, no fire - unintentional	2	0.35%
744 - Detector activation, no fire - unintentional	2	0.35%
745 - Alarm system activation, no fire - unintentional	4	0.69%
746 - Carbon monoxide detector activation, no CO	2	0.35%
	Total: 29	Total: 5.00%
	Total: 576	Total: 100.00%

Attachment: Monthly-Incident-Type-Report-October 2022 (3270 : Fire Department Monthly Report- October 2022)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: November 14, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Proclamation Small Business Saturday

REQUIRED SIGNATURES

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

City Manager:
Date:

Office of the Mayor



Proclamation

Whereas, the government of the City of Pekin Illinois, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States, and

Whereas, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

Whereas, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

Whereas, the City of Pekin Illinois supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Mark A. Luft, Mayor of the City of Pekin Illinois do hereby proclaim, November 26, 2022, as:

“SMALL BUSINESS SATURDAY”

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

ADOPTED, this 14th day of November, in the Year of Our Lord, Two Thousand and Twenty-Two.

Mark A. Luft, Mayor

Attest:

Sue E. McMillan, City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Receive and File Bids for 2023 Sewer Lining

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	Pre- cleaning and Televising Sanitary Sewer Complete	LF	10512	\$ 3.00	\$ 31,536. ⁰⁰
2	8" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	7891	\$ 25. ⁸⁰	\$ 203,587. ⁸⁰
3	10" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1438	\$ 27. ⁸⁰	\$ 39,976. ⁴⁰
4	21" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1183	\$ 108. ⁰⁰	\$ 127,764. ⁰⁰
5	Service Lateral Correction LMK Technologies VAC-A-TEE Cleanout System T-Liner Re-Line Complete	EA	14	\$ 4,400. ⁰⁰	\$ 61,600. ⁰⁰
6	Mobilization	L. SUM	1	\$ 10,500. ⁰⁰	\$ 10,500. ⁰⁰
7	Owner T&M Not to Exceed Contingency Allowance for Unforeseen Conditions	NA	1	\$35,000.00	\$35,000.00
Total Base Bid Unit Price Items					\$ 509,964. ²⁰

Attachment: Hoerr Construction - Bid Sheet (3274 : Receive and File Bids for 2023 Sewer Lining)

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	Pre- cleaning and Televising Sanitary Sewer Complete	LF	10512	\$4,00	\$42,048.00
2	8" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	7891	\$38.10	\$300,647.10
3	10" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1438	\$45.60	\$65,572.80
4	21" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1183	\$131.60	\$155,682.80
5	Service Lateral Correction LMK Technologies VAC-A-TEE Cleanout System T-Liner Re-Line Complete	EA	14	\$5,400.00	\$75,600.00
6	Mobilization	L. SUM	1	\$24,700.00	\$24,700.00
7	Owner T&M Not to Exceed Contingency Allowance for Unforeseen Conditions	NA	1	\$35,000.00	\$35,000.00
Total Base Bid Unit Price Items					\$699,250.70

Attachment: Insituform - Bid Sheet (3274 : Receive and File Bids for 2023 Sewer Lining)

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	Pre- cleaning and Televising Sanitary Sewer Complete	LF	10512	\$ 7.00	\$ 73,584.00
2	8" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	7891	\$ 72.84	\$ 574,780.44
3	10" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1438	\$ 85.00	\$ 122,230.00
4	21" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1183	\$ 150.00	\$ 177,450.00
5	Service Lateral Correction LMK Technologies VAC-A-TEE Cleanout System T-Liner Re-Line Complete	EA	14	\$35,000.00	\$ 490,000.00
6	Mobilization	L. SUM	1	\$100,000.00	\$ 100,000.00
7	Owner T&M Not to Exceed Contingency Allowance for Unforeseen Conditions	NA	1	\$35,000.00	\$35,000.00
Total Base Bid Unit Price Items					\$ 1,573,044.44

Attachment: National Power Rodding - Bid Sheet (3274 : Receive and File Bids for 2023 Sewer Lining)

11/8/22 10:00am





REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This request is to award the contract for the 2022 Street Sewer Lining Project to Hoerr Construction in the amount of \$509,964.20. This project includes lining the sewer along sections of Derby Street and the sewers feeding into Derby Street. The project is intended to secure the deteriorating sewers prior to the road construction project to extend the life of the sewers. The City received 3 bids with Hoerr Construction being the low bidder. Their bid is approximately 22% lower than the engineer's estimate of \$654,945.00 and is a reasonable bid. The bid price includes a \$35,000.00 contingency for unknown items that come up during construction. Additionally, staff plans to add a portion of lining on Derby Street that is outside of the qualifying CDBG area, which will be paid by the contingency line item out of the sewer fund. It is staff's recommendation that this project be awarded to Hoerr Construction.

Since this project is being funded by the US Department of Housing and Urban Development (HUD) and the required environmental review is still being completed by staff, this contract is being awarded contingent on the City's completion of the environmental review process.

FINANCIAL IMPACT:

Requested Amount: \$509,964.20 total out of various budget lines

Line Item: 261-319-511300: \$20,750.00

261-320-511300: \$20,779.34

261-321-511300: \$390,963.00

261-322-511300: \$42,471.86

231-030-564000: \$35,000.00

Budgeted Amount: 261-319-511300: \$20,750.00, 261-321-511300: \$390,963.00, 261-320-511300: \$28,979.00, 261-322-511300: \$226,865.00, 231-030-564000: \$228,448.00

Remaining Funds: Sufficient funds remain in all budget line items to support the proposed project.

IMPACT IF APPROVED: The bid will be awarded to Hoerr Construction.

IMPACT IF DENIED: This bid will not be awarded, and the City will risk losing the CDBG funds allocated for this project due to timely expenditure requirements.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction

WHEREAS, the City solicited bids for the 2023 Street Sewer Lining project; and

WHEREAS, a public bid opening was held on November 8, 2022, at which time the City opened and received three bids for the project; and

WHEREAS, after the opening of all bids, Hoerr Construction was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Hoerr Construction 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 Hoerr Construction 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 Hoerr Construction 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

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Pekin
111 South Capitol Street
Pekin, IL 61554

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>11/1/22</u>

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

Site Visit(s) Conducted on: 10/28/22

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	Pre- cleaning and Televising Sanitary Sewer Complete	LF	10512	\$ 3.00	\$ 31,536. ⁰⁰
2	8" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	7891	\$ 25. ⁸⁰	\$ 203,587. ⁸⁰
3	10" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1438	\$ 27. ⁸⁰	\$ 39,976. ⁴⁰
4	21" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1183	\$ 108. ⁰⁰	\$ 127,764. ⁰⁰
5	Service Lateral Correction LMK Technologies VAC-A-TEE Cleanout System T-Liner Re-Line Complete	EA	14	\$ 4,400. ⁰⁰	\$ 61,600. ⁰⁰
6	Mobilization	L. SUM	1	\$ 10,500. ⁰⁰	\$ 10,500. ⁰⁰
7	Owner T&M Not to Exceed Contingency Allowance for Unforeseen Conditions	NA	1	\$35,000.00	\$35,000.00
Total Base Bid Unit Price Items					\$ 509,964. ²⁰

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

6.01 N/A

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond; *See Attached*
 - B. List of Proposed Subcontractors; *See Attached*
 - C. List of Proposed Suppliers; *See Attached*
 - D. List of Project References; *See Attached*
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; *See Attached*
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; *Not Applicable*

ARTICLE 9 – DEFINED TERMS

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

ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*HOERR CONSTRUCTION, INC.

By:

*[Signature]*Max P. Hoerr II*[Printed name]*Max P. Hoerr II

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

Attest:

*[Signature]*Andrew Hoerr*[Printed name]*Andrew Hoerr

Title:

Vice President

Submittal Date:

11/8/22

Address for giving notices:

1416 County Road 200 NGoodfield, IL 61742

Telephone Number:

309-691-6653

Fax Number:

309-508-7990

Contact Name and e-mail address:

Max P. Hoerr IIinfo@hoerr.com

Bidder's License No.:

N/A*(where applicable)*

BID BOND

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

BIDDER (Name and Address): Hoerr Construction Inc
PO Box 65
Goodfield, IL 61742

SURETY (Name, and Address of Principal Place of Business): West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend WI 53095

OWNER (Name and Address):
City of Pekin, IL
111 South Capitol Street
Pekin, IL 61554

BID

Bid Due Date: November 8, 2022 10:00am
Description: 2023 Sewer Lining

BOND

Bond Number: 2531634

Date: November 8, 2022

Penal sum Five percent of amount bid----

\$ 5% of amount bid

(Words)

(Figures)

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

SURETY

Hoerr Construction Inc (Seal)
Bidder's Name and Corporate Seal

West Bend Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

James D Morgason

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Customer Service Representative

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

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

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

State of Illinois

} ss:

County of Macon

On 8th day of November, 2022 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **James D Morgason**

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

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

Catherine L Ater

(Notary Public)





THE SILVER LINING®

Bond No. 2531634

POWER OF ATTORNEY

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

James D. Morgason

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

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

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

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

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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

Signed and sealed at West Bend, Wisconsin this 8th day of November, 2022.



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

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



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

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

Project: City of Pekin, IL – 2023 Sewer Lining

Proposed Subcontract and Supplier Information:

List of Proposed Subcontractors

- None Anticipated

List of Proposed Suppliers

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

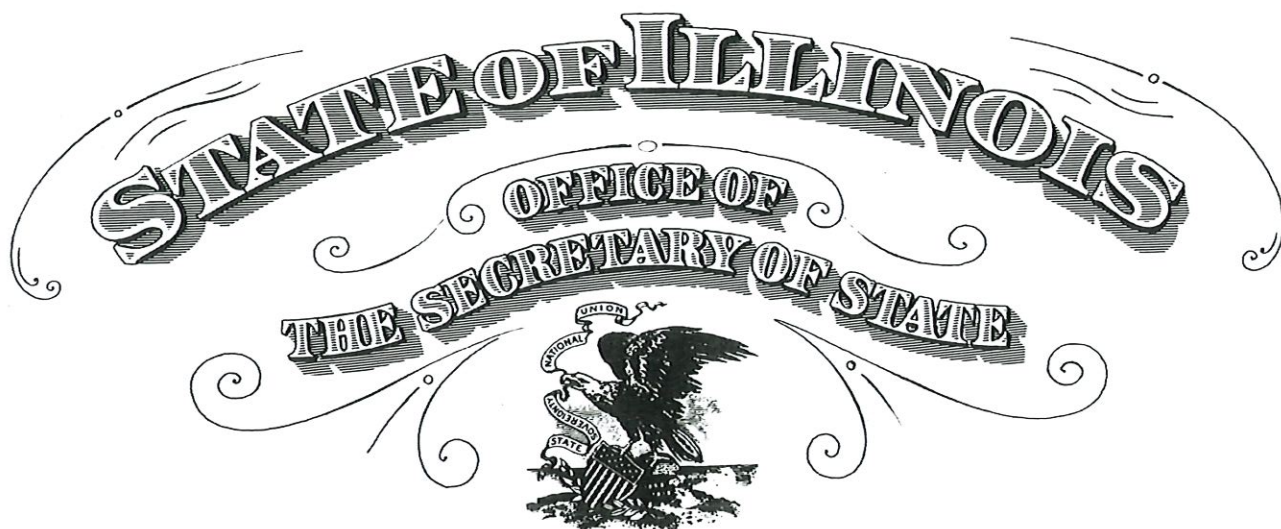
Thank you for the opportunity to bid this pipe lining project. If you have any questions, please call me at (309) 691-6653.

Sincerely,

David Steffen, Estimator
Hoerr Construction, Inc.

File Number

5761-511-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

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



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 14TH
day of APRIL A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2210401526 verifiable until 04/14/2023

Authenticate at: <http://www.ilsos.gov>

Attachment: Exhibit A - Hoerr Construction Bid (3273 : Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction)

Apprenticeship or Training Program Certification

Return with Bid

Route	Various
County	Tazewell
Local Agency	City of Pekin
Section	Sewer Lining

All contractors are required to complete the following certification:

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

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

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

Labors - Illinois Labors + Contractors JATP
Teamsters - Illinois Teamsters/Employers Apprenticeship + Training Fund Affiliated with Joint Councils 25 + 45

Attachment: Exhibit A - Hoerr Construction Bid (3273 : Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction)

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

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

Bidder: HOERZ CONSTRUCTION, INC.

By: 
(Signature)

Address: 1416 County Road 200 N
Goodfield, IL 60142

Title: President

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status. If you do not qualify as a Section 3 Business Concern through of the option below, you do not need to complete this form.

Select from **ONE** of the following three options below that applies:

- ☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on the next page).
- ☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on next page).

Section 3 Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

* Not Applicable *

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

**TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES
FOR BUSINESS AND LOWER INCOME PERSONS**

- A. The project assisted under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this agreement, the contractor shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this agreement. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. This agreement certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the recipient, its successors and assigns. Failure to fulfill these requirements shall subject the recipient, its contractors and subcontractors, its successors, and assigns to any sanctions specified by the agreement, and to such sanctions as are specified by 24 CFR 135.38 (f).

Signature

Title

Date

X Not Applicable Due to Union Requirements - See Attached Letter X



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

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

11/7/2022

To Whom It May Concern:

Hoerr Construction, Inc. is a union contractor and due to the terms of its union contracts is unable to comply with the requirements set forth in the Assurance of Compliance (Section 3, HUD Act of 1968) for the City of Pekin, IL 2023 Sewer Lining Project. If you have any questions, please contact me at your earliest convenience.

Sincerely,
HOERR CONSTRUCTION, INC.

Max P. Hoerr II
President

Attachment: Exhibit A - Hoerr Construction Bid (3273 : Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction)



City of Pekin

Department of Public Works

Addendum #1

Dated: November 1, 2022

CITY OF PEKIN, IL
2023 SEWER LINING

All prospective bidders for the City of Pekin – 2023 Sewer Lining Project are directed to the following modification to the advertised Bid Documents.

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

1. Video footage of some of the sewer lines is available upon request. E-mail jaesker@ci.pekin.il.us for a link of the footage.
2. It is the intention of the City to line all of the laterals on Derby Street. The exact number and locations of the laterals is unknown. Some of the locations can be viewed on the video footage that is available. All of the known laterals are on the 10" sewer on Derby.
3. Lateral T-liners should be estimated to be 18 feet long. Any additional length shall be paid for on a Time and Material basis.
4. Vac-A-Tees will be required at all lateral locations. Vac-A-Tees shall be installed on a Time and Material basis.

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

Acknowledged by : 

Date: 11/1/22

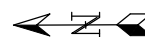


SUMMARY OF SEWER LININGS			
TERMINI	TERMINI	LENGTH	SIZE
MH 529	MH 530	137 FEET	10" DIAMETER CIRCULAR
MH 530	MH 224	276 FEET	8" DIAMETER CIRCULAR
MH 530	MH 452	377 FEET	8" DIAMETER CIRCULAR
MH 530	MH 2268	141 FEET	10" DIAMETER CIRCULAR
MH 2268	MH 943	299 FEET	8" DIAMETER CIRCULAR
MH 2268	MH 531	138 FEET	10" DIAMETER CIRCULAR
MH 531	MH 87	156 FEET	10" DIAMETER CIRCULAR
MH 87	MH 2264	120 FEET	8" DIAMETER CIRCULAR

SUMMARY OF SEWER LININGS			
TERMINI END	TERMINI	LENGTH	SIZE
	MH 524	95 FEET	8" DIAMETER CIRCULAR
	MH 524	325 FEET	8" DIAMETER CIRCULAR
	MH 524	299 FEET	10" DIAMETER CIRCULAR
	MH 1270	188 FEET	8" DIAMETER CIRCULAR
	MH 1270	129 FEET	10" DIAMETER CIRCULAR
	MH 527	482 FEET	8" DIAMETER CIRCULAR
	MH 527	150 FEET	10" DIAMETER CIRCULAR
	MH 528	189 FEET	8" DIAMETER CIRCULAR
	MH 528	144 FEET	10" DIAMETER CIRCULAR
	MH 450	453 FEET	8" DIAMETER CIRCULAR
	MH 450	144 FEET	10" DIAMETER CIRCULAR
	MH 529	297 FEET	8" DIAMETER CIRCULAR

NOTES:

1. MANHOLES WERE CONSTRUCTED WITH BRICK AND MORTAR. GENERALLY, THE SIZE OF THE MANHOLE RANGES FROM 2 FOOT NEAR THE TOP TO APPROXIMATELY 5" DIAMETER NEAR THE BOTTOM.
2. ALL MEASUREMENTS SHALL BE VERIFIED IN THE FIELD PRIOR TO BIDDING THE PROJECT. NO ADDITIONAL MEASUREMENTS WILL BE ALLOWED FOR SLIGHT VARIATIONS IN THE FIELD.
3. NO BRICK WORK IS INCLUDED IN THIS CONTRACT. ANY REBUILDING OF MANHOLES OR SEWERS NECESSARY TO COMPLETE LINING WILL BE COMPLETED AS FORCE ACCOUNT WORK.
4. ONLY LATERALS ON DERBY STREET WILL BE LINED.





NOTES:

1. MANHOLES WERE CONSTRUCTED WITH BRICK AND MORTAR. GENERALLY, THE SIZE OF THE MANHOLE RANGES FROM 2 FEET NEAR THE TOP TO APPROXIMATELY 18 INCHES NEAR THE BOTTOM.
2. ALL MEASUREMENTS SHALL BE REFERRED TO THE FIELD PRIOR TO BIDDING THE PROJECT. NO ADDITIONAL PAYMENT SHALL BE ALLOWED FOR SLIGHT MEASUREMENT DISCREPANCIES IN THESE PLANS.
3. NO BRICK WORK IS INCLUDED IN THIS CONTRACT. ANY REBUILDING OF MANHOLES OR SEWERS NECESSARY TO COMPLETE LINING WILL BE COMPLETED AS FORCE ACCOUNT WORK.
4. ONLY LATERALS ON DERBY STREET WILL BE LINED.

SUMMARY OF SEWER LININGS			
TERMINI	TERMINI	LENGTH	SIZE
MH 2262	MH 514	400 FEET	8" DIAMETER CIRCULAR
MH 514	MH 156	238 FEET	8" DIAMETER CIRCULAR
MH 514	MH 2261	105 FEET	8" DIAMETER CIRCULAR
MH 514	MH 533	58 FEET	8" DIAMETER CIRCULAR
MH 533	MH 532	30 FEET	8" DIAMETER CIRCULAR
MH 532	MH 88	241 FEET	8" DIAMETER CIRCULAR
MH 533	MH 534	126 FEET	8" DIAMETER CIRCULAR
MH 534	MH 90	240 FEET	21" DIAMETER CIRCULAR
MH 534	MH 535	133 FEET	21" DIAMETER CIRCULAR
MH 535	MH 962	373 FEET	8" DIAMETER CIRCULAR
MH 962	MH 961	219 FEET	8" DIAMETER CIRCULAR
MH 961	MH 960	303 FEET	8" DIAMETER CIRCULAR
MH 960	MH 959	320 FEET	8" DIAMETER CIRCULAR

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

THIS AGREEMENT is by and between City of Pekin, IL ("Owner") and
Hoerr Construction ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 Sewer Lining

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2023 Sewer Lining

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Completion Date*

- A. The Work will be substantially completed by **February 17, 2023** and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by the completion date of April 30, 2023.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02A above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$500.00** for each day that expires after the date (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A for Substantial Completion until the Work is substantially complete. Substantial Completion shall be defined as having completed all sewer cleaning and camera work, a portion of the installation of the sewer liners, and service lateral cut-outs totaling a

minimum of \$200,000.00 in value. Remainder of work may be completed after the date for substantial completion.

2. Completion of Remaining Work: After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the contract time for completion and readiness for final payment, the Contractor shall pay the Owner \$50.00 for each day that expires after such time until the work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:

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

NOTE(S) TO USER:

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

5. General Conditions (pages C-700-1 to C-700-64, inclusive).
6. Supplementary Conditions (pages C-800-1 to C-800-8, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Appendix A.
9. Addenda (number , inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410-5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Current Prevailing Wage Rates.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

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

OWNER: City of Pekin, IL

CONTRACTOR: Hoerr Construction

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

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

NOTICE OF AWARD

Date of Issuance:

Owner: City of Pekin, IL

Engineer: City of Pekin, IL

Project: 2023 Sewer Lining

Bidder: Hoerr Construction

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 8, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2023 Sewer Lining

The Contract Price of the awarded Contract is: \$ 509,964.20 (Base bid)

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

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

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

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

Owner: City of Pekin, IL

Authorized Signature: _____

By: Josie A. Esker

Title: City Engineer

Attachment: Exhibit B - 2023 Sewer Lining Agreement (3273 : Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction)

PERFORMANCE BOND

CONTRACTOR *(name and address):*

Hoerr Construction
1416 County Road 200 N
Goodfield, IL 61742

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

OWNER *(name and address):* City
of Pekin
111 South Capitol Street Pekin,
IL 61554

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: 509,964.20

Description *(name and location):* 2023 Sewer Lining

BOND

Bond Number:

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

Amount:

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

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

EJCDC® C-610, Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

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

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

14. Definitions

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

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

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

Hoerr Construction
1416 County Road 200 N
Goodfield, IL 61742

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

OWNER *(name and address)*:

City of Pekin
111 South Capitol Street
Pekin, IL 61554

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$509,964.20

Description *(name and location)*: 2023 Sewer Lining

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

EJCDC® C-615, Payment Bond

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and American Society of Civil Engineers. All rights reserved. 1 of 3

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run immediately after the Effective Date of the Contract. A Notice to Proceed will be given within 3 days after the Effective Date of the Contract.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution

of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Drawings or Specifications; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications

to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or

environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- E. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- F. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- G. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- H. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- I. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- ~~A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
- 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not

attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the

Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must

be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency

as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of

Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined

on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual

conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's

evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver

to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in

Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take

possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then

Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period

falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A. Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three (3) copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.06 Hazardous Environmental Conditions

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 Contractors Liability Insurance

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory

Federal, if applicable (e.g., Longshoreman's): Statutory

Employer's Liability:

Bodily injury, each accident \$ 1,000,000

- | | |
|---|--------------|
| Bodily injury by disease, each employee | \$ 1,000,000 |
| Bodily injury/disease aggregate | \$ 1,000,000 |
| Foreign voluntary worker compensation | Statutory |
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
- | | |
|---|--------------|
| General Aggregate | \$ 2,000,000 |
| Products - Completed Operations Aggregate | \$ 2,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |
| Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:
- Bodily Injury:
- | | |
|---------------|--------------|
| Each person | \$ 1,000,000 |
| Each accident | \$ 1,000,000 |
- Property Damage:
- | | |
|---------------|--------------|
| Each accident | \$ 1,000,000 |
|---------------|--------------|
4. Excess or Umbrella Liability:
- | | |
|-------------------|--------------|
| Per Occurrence | \$ 2,000,000 |
| General Aggregate | \$ 2,000,000 |
5. Contractor's Pollution Liability:
- | | |
|-------------------|---------|
| Each Occurrence | \$ N.A. |
| General Aggregate | \$ N.A. |
- ☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract
6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:
- a. City of Pekin, IL

7. Contractor's Professional Liability:

Each Claim	\$ N.A.
Annual Aggregate	\$ N.A.

SC-6.05 Property Insurance**SC-6.05.A.1. Add the following new subparagraph after subparagraph 6.05.A.1:**

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
 - i.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

- 14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
- 15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**SC-7.02 Labor; Working Hours****SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC 7.09 Taxes**SC-7.09 Add a new paragraph immediately after Paragraph 7.09.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 *Project Representative*

SC-10.03. Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions,

together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 *Substantial Completion*

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of mutually agreed upon entity, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a

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written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

- A. In most jurisdictions in the United States, as a general matter each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Some legal authorities believe that this general rule encourages claims and disputes, because claimants have little concern that they will be forced to pay for the opposing party's fees if the claim fails. Other authorities take the opposite view—that the enticing prospect of not only prevailing but also of having one's own fees paid by the opponent would encourage overly aggressive pursuit of claims (or overzealous defense against valid claims).

ARTICLE 18 – MISCELLANEOUS

SC-18.09 Add the following new paragraph immediately after Paragraph 18.08.

18.09 Certified Payroll Requirements (Public Act 94-0515)

1. Contractor and subcontractors on public works projects must submit certified payroll records on a weekly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
2. The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The Project consists of sanitary sewer system rehabilitation, as shown on Contract Documents prepared by the City of Pekin, IL.
- B. The Work consists of the following:

Cleaning and television inspection of existing sewer pipes; relining existing sanitary sewer by cured in place pipe (CIPP) lining; cutting protruding laterals off flush; installing clean outs and lining of defective service connections.
- C. Cleaning and lining of 0 existing sanitary sewer manholes.
- D. The sewer shall remain in service for the duration of the project including all residential and commercial sewer services. Bypass pumping shall be included in the existing unit price bid items.
- E. Contractor shall field verify all depths, locations and information provided on the plans regarding Sanitary Sewers, Manholes, Service Laterals, Cleanouts, Bypass Pump Options, and other Utilities.

1.3 PROJECT SEQUENCING

- A. N/A

1.4 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in easement and right-of-way areas indicated; allow for Owner occupancy and use by the public.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - 3. Burial of Waste Materials: Do not dispose of organic and hazardous material on

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01010 - SUMMARY OF WORK

site, either by burial or by burning.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01010

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Special Provisions, and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Quality assurance submittals.
 - 6. O&M Manuals
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Applications for Payment.
 - 2. Performance and payment bonds.
 - 3. Insurance certificates.
 - 4. List of subcontractors.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
 - a. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
 - B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.
 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
- 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE
- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 5 days of notice of award.
 1. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Schedule Updating: Revise the schedule monthly where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2-in. x 11-in. (215 mm x 280 mm) but no larger than 36-in. x 48-in. (890 mm x 1220 mm).
 - 7. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
 - 8. Submit a minimum of two (2) copies of shop drawings to the Architect/Engineer. After shop drawing review by the architect/engineer, the Contractor shall distribute copies of the stamped sepia as required to properly conduct the work; including requirements of the operating manual. After shop drawing review, one print shall

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

be retained by the Architect/Engineer and one by the General Contractor. Shop drawings shall be submitted for all items on the drawings or in the specifications.

9. Shop drawings shall show general arrangements, dimensions and details for construction. Review of shop drawings, however, shall cover general design and arrangement only. Shop drawing review by the Architect/Engineer is not for quantity. Such review shall neither relieve this Contractor from his responsibility for proper construction or accuracy of measurements, nor from the necessity of furnishing the proper quantity and the labor and material required by the original drawings, but not shown on said drawing when approved. The Contractor and his Subcontractor(s), the Supplier and Manufacturer shall have reviewed and approved the shop drawings before items are ordered or fabricated for the project. Work shall not proceed on site without shop drawings reviewed and coordinated with all applicable trades.
10. Shop drawings shall be submitted in sufficient time to prevent construction delay; the Contractor shall examine all shop drawings before submittal to the Architect/Engineer and shall certify that they are in accordance with his interpretation of the project.

1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.7 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01300 - SUBMITTALS

- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with all specified requirements.
1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
2. Guarantee: A guarantee to make any necessary revisions or replace the equipment if it is determined after initial start up that the equipment or ancillary components will not meet the detailed requirements and intent of the Specifications.
- C. If a submittal item is not in complete compliance with the requirements of the specifications, a list of exceptions should be included with the submittal indicating the differences or deviation from the specification. If enclosing deviations or differences from the specification, the submittal should still be certified as in compliance with the specifications with the noted exceptions.

1.8 WARRANTIES

- A. Submit completed and certified Warranty Certificates for the term and requirements as detailed in the specifications with Warranty initiated per Special Provision Item 95.

END OF SECTION 01300

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01400 – QUALITY ASSURANCE AND CONTROL (QA/QC) REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Special Provisions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Quality Assurance and Control Requirements as specified herein are critical to effective execution of the specified work and will be strictly enforced. No work on any aspect of the project is to proceed without the Quality Assurance and Control Procedures implemented, maintained and executed throughout the full term of the contract work.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
- D. Related Sections include the following:
 - 1. Divisions 2 for specific test, inspection, quality assurance and equipment/facility check-out and start-up requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with the Plans and Specifications and/or approved Shop Drawings and specific requirements of applicable product manufacturers.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with the Plans and Specifications and/or approved Shop Drawings and specific requirements of applicable product manufacturers. Services do not include contract enforcement activities performed by Architect-Engineer or Owner.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both.
- D. Testing laboratory shall mean the same as testing agency.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01400 – QUALITY ASSURANCE AND CONTROL (QA/QC) REQUIREMENTS

1.4 QUALITY ASSURANCE REQUIREMENTS

A. Submittals

1. Provide submittals as outlined in SECTION 01300 – SUBMITTALS and Individual Specification Sections. Submittals shall be reviewed, processed and approved before equipment production or execution of any applicable construction.
2. **Provide a Schedule and Work Plan in accordance with SECTION 01300 – SUBMITTALS before proceeding with any construction.** The work plan shall identify “milestones” in the work. These “milestones” define critical junctures in the work at which specific elements in the project are to receive quality control inspections. In preparing the plan, the contractor must take into consideration the coordination elements and requirements of other trades working on a specific work item. The work plan shall be maintained throughout the duration of the construction and be updated on a monthly basis to reflect any changes or adjustments in the proposed work.
3. Provide work history and qualifications and assigned duties/responsibilities of all applicable project management and Supervisory personnel on the project demonstrating experience and capability to perform the contracted work and provision of adequate and comprehensive supervision of all aspects of the proposed work.
4. Submit Certification of Qualifications for the following personnel, as applicable to the contract work:
 - a. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - b. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - c. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
 - d. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - e. Provide Welder; Installer; or Fabricator qualifications as outlined in the Quality Assurance Section of the individual specifications as applicable to the contract work.

END OF SECTION 01400

CITY OF PEKIN, IL

DIVISION 2 - SITEWORK

SECTION 02850 - LANDSCAPE GRADING

PART 1 GENERAL{PRIVATE }

1.1 RELATED DOCUMENTS

- A. Drawings and general provision of the Contract, including General Conditions and Special Provisions, Division 1 Specification Sections apply to this section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Finish grade subsoil.
 - 2. Place and level topsoil.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Section 01010 – Summary of Work
 - 2. Section 02851 – Seeding, Fertilizing and Mulching
 - 3. Section 01300 – Submittals

PART 2 PRODUCTS

2.1 MATERIAL

- A. Topsoil: as specified in Specification Section 02201

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify structures and trench backfilling has been inspected.
- B. Verify substrate base has been contoured and compacted.

3.2 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of 2-in. in size. Remove subsoil contaminated with petroleum products and dispose of removed materials as required by applicable codes and laws.
- C. Scarify subgrade to depth of 3-in. where topsoil is scheduled. Scarify in areas where equipment is used for hauling and spreading topsoil and has compacted subsoil.

CITY OF PEKIN, IL

DIVISION 2 - SITEWORK

SECTION 02850 - LANDSCAPE GRADING

3.3 PLACING TOPSOIL

- A. Place topsoil in areas where seeding to a loose depth of 4-in. Place topsoil during dry weather.
- B. Fine grade topsoil eliminating rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks and foreign material while spreading.
- D. Manually spread topsoil close to trees, sidewalks, buildings, vaults, manholes, valve boxes, etc. to prevent damage.
- E. Remove surplus subsoil and topsoil from site.
- F. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.4 TOLERANCES

- A. Top of Topsoil: Plus or minus 1/10 foot.

END OF SECTION 02850

CITY OF PEKIN, IL

DIVISION 2 – SITE WORK

SECTION 02851 – SEEDING, FERTILIZING AND MULCHING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Special Provisions, Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Prepare seed beds
 - 2. Fertilizing and seeding
 - 3. Mulch
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 01010 – Summary of Work
 - 2. Section 01300 – Submittals
 - 3. Section 02850 – Landscape Grading

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Label data substantiating that materials comply with specified requirements.
- C. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination and weed seed. Include the year of production and date of packaging.
- D. Operation and Maintenance Manual: The Manufacturer shall submit two (2) complete copies of an Operation and Maintenance Manual compliant with Specification Section 01300.

1.4 QUALITY ASSURANCE

- A. All seed shall comply with State seed laws.

DIVISION 2 – SITE WORK

SECTION 02851 – SEEDING, FERTILIZING AND MULCHING

- B. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design and extent to that indicated for this Project and with a record of successful landscape establishment.

- 1. Installer's Field supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- B. Seed: Deliver seed in original sealed, labeled and undamaged containers.

1.6 PROJECT CONDITIONS

- A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Engineer before planting.

1.7 COORDINATION AND SCHEDULING

- A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

1.8 MAINTENANCE

- A. Begin maintenance of seeded areas immediately after each area is planted and continue until such time as seed is growing and established.
- B. Maintain and establish seeded areas by watering, fertilizing, replanting and other operations.

PART 2 PRODUCTS

2.1 GRASS MATERIALS

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
 - 1. Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination and maximum percentage of weed seed as indicated on Schedules at the end of this Section.

DIVISION 2 – SITE WORK

SECTION 02851 – SEEDING, FERTILIZING AND MULCHING

- B. Sod: Certified turfgrass sod complying with ASPA specifications for machine-cut thickness, size, strength, moisture content, and mowed height, and free of weeds and undesirable native grasses. Provide viable sod of uniform density, color and texture of the following turfgrass species, strongly rooted and capable of vigorous growth and development when planted.

2.2 SOIL AMENDMENTS

2.3 FERTILIZER

- A. Slow-Release Fertilizer: Granular fertilizer consisting of 50% water-insoluble nitrogen, phosphorus and potassium in the following composition:

- 1. Composition: 10% nitrogen, 10% phosphorous and 10% potassium, by weight.

2.4 MULCHES

- A. Mulching Material: this shall consist of either:

- 1. Excelsior blanket that shall consist of a machine produced mat of wood excelsior of 80 percent, 6" (150mm) or longer fiber length. The blanket shall be of consistent thickness with the top side being covered by a 90 day biodegradable extruded plastic mesh netting adhered to the excelsior blanket by a knitting process using biodegradable thread or by an applied degradable adhesive.
- 2. Knitted Straw Mat that shall be a machined-assembled blanket whose primary component is clean, weed free straw from agricultural crops. The blanket shall be a loose thickness of approximately 1/2 in (13mm) with the top covered with a 90 day biodegradable plastic mesh and shall be adhered to the straw by a knitting process using a biodegradable thread.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION OF SEED BED

- A. After the areas to be seeded have been brought to the proper grades and cleared of all stones, boulders and debris, the areas shall be thoroughly tilled to a depth of at least 4-in. by discing and/or harrowing. If, as a result of a rain, a crust is formed over the prepared surface, the surface shall again be placed in a suitable condition for planting.

DIVISION 2 – SITE WORK

SECTION 02851 – SEEDING, FERTILIZING AND MULCHING

- B. Fertilizer shall be distributed uniformly at the rate of 400 lbs per acre (450 kg per hectare), over the area indicated to be fertilized, and shall be incorporated into the soil to a depth of at least 4-in. by discing and/or harrowing. The incorporation of fertilizer may be a part of the tillage operation specified above.
- C. Lime shall be distributed uniformly on all areas to be fertilized at the rate of one (1) ton to one (1) acre and shall be incorporated in the soil to a depth of at least 4-in. by discing and/or harrowing, immediately following or simultaneously with the incorporation of the fertilizing.

3.3 SEEDING METHODS

- A. No seed shall be sown during high winds or when the ground is not in a proper condition for seeding nor shall any seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded. When seed or fertilizer is applied with a hydraulic seeder, the rate of application shall be not less than 1,000 gallons of slurry per acre. The slurry shall contain the proper quantity of seed or fertilizer specified per acre. When using a hydraulic seeder, the fertilizer nutrients and seed shall be applied in two separate operations.
- B. Within 12 hours, all seed areas shall be rolled at right angles to the run-off with an approved type roller or cultipacker to compact the seedbed and place the seed in contact with the soil. On areas seeded with a hydraulic seeder, rolling shall not be required. The optimum depth for seeding shall be ¼-in.
- C. All legumes (clover, vetch, lespedeza and alfalfa) shall be inoculated with the proper bacteria in the amounts and manner recommended by the manufacturer of the inoculant before sowing or being mixed with other seeds for sowing. The inoculant shall be furnished by the CONTRACTOR and shall be approved by the ENGINEER. The seed shall be sown as soon as possible after inoculation, and seed that has been standing more than five (5) hours after inoculation shall be reinoculated before sowing. If legumes are applied by hydro seeder, three (3) times the normal amount of inoculant shall be used. The CONTRACTOR shall furnish the inoculant and the cost of furnishing same shall be included in the CONTRACT price.
- D. Protect seeded areas by spreading straw mulch after completion of seeding operations. Spread uniformly at a minimum rate of two (2) tons per acre to form a continuous blanket 1-½ in. loose depth over seeded areas. Spread by hand, blower or other suitable equipment.
 - 1. On slopes 4:1 or greater and/or areas designated as requiring additional protection for seed, the mulch shall be thoroughly established by partially coating the mulch with emulsified asphalt or other approved method.

CITY OF PEKIN, IL

DIVISION 2 – SITE WORK

SECTION 02851 – SEEDING, FERTILIZING AND MULCHING

3.4 CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.5 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

3.6 SEED MIXTURES SCHEDULE

A. Lawn Mixture

	<u>Lbs/Acre</u>	<u>Kg/Hectare</u>
KY Bluegrass	58	(65)
Tall Fescue	58	(65)
Perennial Ryegrass	58	(65)

B. Slope Mixture

	<u>Lbs/Acre</u>	<u>Kg/Hectare</u>
Alta Fescue or KY 31	40	(45)
Perennial Ryegrass	20	(23)
Alsike Clover (1)	5	(6)
Birdsfoot Trefoil (1)	10	(11)
Andropogon Scoparius (Little Bluestem)	5	(6)
Bouteloua Curtipendula (Side-oats Grama)	10	(11)
Fult Salt Grass (1)	30	(34)
Oats, Spring	50	(56)
(1) Legumes – inoculation required		

C. Waterway Mixture

	<u>Lbs/Acre</u>	<u>Kg/Hectare</u>
Tall Fescue (Low Endo)	12	(14)
KY Bluegrass	6	(7)
Timothy	6	(7)
Tetraplord Rye Grass	6	(7)

END OF SECTION 02851

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK
SECTION 02951 – FLOW DIVERSION PLAN

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section covers the minimum requirements for bypass pumping/flow diversion necessary to facilitate sewer line construction, inspection and/or sewer line rehabilitation activities.
- B. The contractor shall conduct and schedule installation, operations and cleanup activities in a manner to minimize the obstruction and inconvenience to traffic, pedestrians, businesses, property owners or tenants. Precautions shall be taken to ensure that flow diversion operations shall not cause flooding or damage to public or private properties. In the event flooding or damage occurs, the Contractor shall make provisions to correct such damage at no additional cost to OWNER. Contractor shall be responsible for any damages to public or private property, overflows from the sewer system and violations resulting in fines as a result of his operations.
- C. The Contractor shall take such precautions during construction to avoid the introduction of any material, product, compounds, or by-products to the sewers that may cause a blockage or interfere with the operations of the wastewater treatment plant.

PART 2 SUBMITTALS

2.1 GENERAL: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections:

- A. The Contractor shall prepare a detailed Flow Diversion Plan that describes the measures to be used to control flows. The Contractor shall submit the Flow Diversion Plan to and obtain approval from the Owner's Representative prior to beginning any flow control work. The Flow Diversion Plan shall include, but is not limited to the following:
 - 1. Sketch Map of each location where flow diversion will be required showing the location of flow diversion structures, collapsible sewer plugs, dams, pumps, discharge piping and related materials and equipment.
 - 2. Pump sizes and flow rates. Assume at a minimum that the pipe is flowing full, there is a possibility that the pipes will be surcharged.
 - 3. Destination of bypassed flows including routing of force mains and discharge hoses and the provisions for vehicular and pedestrian traffic as necessary.
 - 4. If hoses or pipes are laid out across roads or driveways, vehicular traffic will not be allowed to drive over the hoses or pipes. Use of ramps or traffic controls will be allowed, but will be evaluated in the submitted plan.
- B. Certification that the number and size of pumps utilized in bypass pumping shall be such that if the largest pump is out of service, bypass flows will be maintained during the bypass operation.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK

SECTION 02951 – FLOW DIVERSION PLAN

- C. Certification that the discharge piping or hoses are capable of handling the projected flows with the line or hose having the largest capacity being out of service.
- D. Where the flow control mechanism is not sufficient to handle a wet weather event, the flow diversion system shall be capable of quick removal so as not to create an overflow to surface waters, overflow to ground, or back-up in buildings.

PART 3 PRODUCTS - *NOT USED*

PART 4 EXECUTION

- 4.1 The Contractor shall provide all labor, equipment, supervision and materials necessary to reduce/control flows via sewage flow control mechanisms or eliminate flows via double bypass pumping through a location designated for construction, inspection and/or rehabilitation. Flow diversion may be accomplished by the use of pipes, chases, fluming, bypass pumping, or other appropriate methods as approved by the Owner's representative.

Plugging of any sewer line shall not be permitted without bypassing. Any service laterals connecting to the system that will be out of service for more than eight (8) hours shall be bypassed to a sanitary sewer.

- 4.2 The Contractor shall assume all responsibility for notification to and coordination with all property owners, tenants, and users of a building or facility whose sewer laterals will be out of service during the Work. Notifications shall be in writing via door hanger, door flier or U.S. mail. Notification shall be given 48-hours in advance of loss of service, (excluding weekends and holidays). The notice shall include the project name, the Owner's emergency contact number, and the Contractor's local 24-hour contact number for residents to call if they have questions or encounter problems.

PART 5 MEASUREMENTS AND PAYMENT

- 5.1 Preparation and Implementation of the flow diversion plan with all required equipment shall be included in the contract bid prices for mobilization, complete.

END OF SECTION 02951

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK
SECTION 02952 – SEWER CLEANING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division 1 Specifications, Apply to this section.

1.2 SUMMARY

- A. This section includes sewer line cleaning, manhole cleaning, and internal obstruction removal.
- B. Cleaning shall remove sediment, rocks, debris, roots, grease, scale, bricks, and obstructions from length of sewer and manholes to be lined or televised. Cleaning of sewer and manhole walls in vicinity of lining shall remove grease, scale, encrustation, and loose mortar so that no foreign intrusion shall cause imperfections in lining (e.g. bumps, folds, dimples).
- C. The cleaning method shall not be so aggressive as to damage or remove remaining concrete, or aggregate from the sewer pipe wall.
- D. Related Sections:
 - 1. Section 02951 - Flow Diversion Plan
 - 2. Section 02953 – Television Inspection
 - 3. Section 02957 – Sewer Lining

1.3 SUBMITTALS

- A. Submit information that identifies methods that will be used to remove sediment, debris, grease, scale, encrustations, loose concrete, and roots throughout section of sewer to be cleaned, including:
 - 1. Detailed explanation of cleaning process.
 - 2. Schedule of activities.
 - 3. References where identified cleaning method has been used successfully in the past by Contractor.
 - 4. List of the actions to mitigate impact to the City of Pekin during cleaning operation.
- B. Emergency response plan detailing the procedures to be used in the event of sewer overflow, service backup, sewage or chemical spill, traffic accident or emergency situations. The plan shall include emergency (24/7) contact numbers for the contractor,

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK

SECTION 02952 – SEWER CLEANING

emergency responders, and equipment or material suppliers. Each of the contractor's crews shall maintain a copy of the emergency response plan on site at all times.

- C. Approved Flow Diversion Plan as specified in Section 02951.
- D. Any shipping, storage, or safety requirements for the materials; this shall include MSDS documentation.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Do not use chemicals without written approval of Engineer. Do not use chemicals which may be considered hazardous or detrimental to organisms or equipment of wastewater treatment plant or to buildings and service lines connected to sewer.

2.2 EQUIPMENT

- A. Equipment shall be capable of removing dirt, grease rocks, sand, roots, and other materials and obstructions from sewer lines and manholes without damaging the structural integrity of the sewer line or manhole or service lateral. Chain type cutters are not allowed.

2.3 WATER

- A. When water from fire hydrants is necessary, coordination with the Utility (City of Pekin & ILAW) for permission to use potable water source, and metering device. Water shall be paid for by the contractor as a base bid requirement.
- B. Provide temporary piping, valves, certified reduced pressure backflow preventers, equipment, and other items for handling potable water as required by the Utility.
- C. Do not utilize water source until it has been approved for use by Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Contractor shall be aware of flow conditions, and be able to identify potential access problems to sewer access points.
- B. The City will provide a location at the Waste Water Treatment Plant to dump any material cleaned out of sewers or manholes for this job.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK
SECTION 02952 – SEWER CLEANING

C.

3.2 APPLICATION

A. Line Cleaning: Clean designated sewer lines using approved methods and equipment.

1. Remove internal obstructions such as roots or gaskets by trenchless techniques when obstruction encountered prevents further pipe cleaning.
 - a. Provide special attention during cleaning operation to assure almost complete removal of roots from joints.
 - b. When specified, CONTRACTOR shall remove protruding lateral connections via the use of internal cutting devices which are capable of providing a smooth lateral cut at its internal connection to the sewer. Some of the protruding laterals are located adjacent to voids in the pipe. The protruding laterals are indicated on the plans and inspection sheets. They are also visible in the videos provided during bidding. Point repairs if needed, due to damage to the lateral or mainline sewer shall be at the CONTRACTOR'S expense.
 - c. Utilize Self-Propelled Robotic Cutter that can be camera monitored throughout the process only. Chain type aggressive cutters that can damage the pipe or lateral are not allowed.
2. If cleaning of entire section cannot be successfully performed from one manhole, set up equipment at other manhole and attempt cleaning again.
 - a. If successful cleaning cannot be performed or equipment fails to traverse entire sewer line section, it will be assumed that major blockage exists.
 - b. Temporarily suspend cleaning effort and immediately notify Engineer.
 - c. Upon removal of obstruction, complete cleaning operation.
3. Employ satisfactory precautions to protect sewer line from damage that might be inflicted by improper use of cleaning equipment.
 - a. Immediately notify Engineer if fresh soil, pieces of pipe, or other visible signs of potential problems occur during cleaning operation.
 - b. Insure that water pressure created does not cause damage due to flooding of property being served by sewer section(s) involved.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK

SECTION 02952 – SEWER CLEANING

- B. Manhole Cleaning: Include entire manhole interior, including manhole benches and walls. Incorporate into line cleaning operation by scouring walls with high velocity nozzle after pipe segment cleaning operation is complete.
- C. Removal of Debris: DO NOT Flush debris downstream. In the event that debris removal is necessary, Vactor out at downstream trap location.
- D. Do not discharge sewage or solids removed from downstream manholes, onto streets, or into ditches, catch basins or storm drains.

3.3 FIELD QUALITY CONTROL

- A. Inspection: Provide television inspection per Section 02953, "Television Inspection."
- B. Where cleaning is in preparation for sewer line rehabilitation, cleaning shall pass Mandrel test in accordance with Section 02957, "Sewer Trunk Lining".
- C. Where cleaning is in preparation for manhole rehabilitation, comply with requirements of Section 02958, "Manhole Lining System".

3.4 CLEANING

- A. Keep premises free from accumulations of waste materials, rubbish and other debris resulting from Work by removing all debris from the site or stockpiling at an Owner specified or approved location.
- B. Do not store tools, construction equipment and machinery, and surplus materials on site. Tools, equipment and materials may be stored at an Owner specified or approved location.
- C. Restore to original condition portions of site not designated for alterations by Contract Documents.

3.5 NOTICE OF WORK

- A. Maintain flow through the manhole throughout the duration of the project. Any service laterals connecting to the manhole that will be out of service for more than eight (8) hours shall be bypassed to a sanitary sewer.
- B. Provide 48 hour written notice to any residence that will be affected by service interruptions, parking restrictions, or construction activities. Said written notice shall include a local telephone number of the Contractor for inquires or complaints.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK

SECTION 02952 – SEWER CLEANING

- C. Provide 48 hours notice to Engineer/Owner before commencing work at any site.
- D. Follow procedures for double bypass pumping, traffic control, vehicular and pedestrian crossing and ramping as specified in the flow diversion plan.

3.6 CONTRACTOR EXPERIENCE

- A. Current documentation, furnished by the manufacturer of the product being used, certifying that the Contractor's training; personnel and equipment fully comply with the manufacturer's Quality Assurance requirements.
- B. Contractor shall furnish five (5) verifiable references, indicating that the Contractor has successfully cleaned the same material as specified herein in a similar environment.

END OF SECTION 02952

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITEWORK
SECTION 02953 – TELEVISION INSPECTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division 1 Specifications, Apply to this section.
- B. Furnish all labor, materials, services and equipment to complete television as specified herein for sewer lines to be re-lined.

1.2 SUMMARY

- A. Section includes internal television (TV) inspection of sewers and manholes.
 - 1. Inspect sewer interior and/or manhole interior using color closed-circuit television (CCTV) camera, and document inspection on a USB flash drive with audio location and date information, title information, and continuous tape counter. Provide hard copy of inspection logs.
- B. Related Sections:
 - 1. Section 02951 – Flow Diversion Plan
 - 2. Section 02952 – Sewer Cleaning.

1.3 SUBMITTALS

- A. Quality Assurance: Submit one USB flash drive of sewer inspection work that shows operational and structural defects in sewers, complete with audio commentary and inspection log(s). Prior to submittal finalize the USB flash drive to prevent rerecording.
 - 1. USB flash drive and inspection logs will be reviewed to determine if quality of CCTV image is acceptable, and if defects were properly identified and documented according to Engineer requirements.
 - 2. Modify equipment and/or inspection procedures to achieve report material of acceptable quality.
 - 3. Do not commence Work prior to approval of report material quality by the Engineer. Upon acceptance, report material shall serve as standard for remaining Work.
- B. Inspection Logs: Unless otherwise indicated, submit inspection logs that include the following as a minimum:

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITEWORK

SECTION 02953 – TELEVISION INSPECTION

TELEVISION INSPECTION

1. Project title
 2. Name
 3. Time of day
 4. Company Name
 5. Manhole to manhole pipe section
 6. Pipe segment length
 7. Pipe material
 8. Line size
 9. Compass direction of viewing
 10. Direction of camera travel
 11. Pipe depth
 12. Operator name
 13. Tape counter reading at beginning and end of each manhole to manhole pipe segment.
 14. Location and orientation of all service lateral connections and whether such services appear to be active or plugged.
 15. Location of all apparent defects including but not limited to cracked pipes, offset or leaking joints, infiltration and inflow, root intrusion, etc.
- C. USB flash drive: Submit completed USB flash drive after cleaning and after sewer rehabilitation. Prior to submittal, finalize the USB flash drive to prevent re-recording. USB flash drive must be in a readable with standard viewing software such as Windows Media Player, and if a specific program is needed please submit for preapproval.
- D. Maintain copy of all inspection documentation (USB flash drive, databases, and logs) for duration of Work and warranty period.
- E. Submit an emergency response plan detailing the procedures to be used in the event of sewer overflow, service backup, sewage or chemical spill, traffic accident or emergency situations. The plan shall include emergency (24/7) contact numbers for the contractor, emergency responders, and equipment or material suppliers. Each of the contractor's crews shall maintain a copy of the emergency response plan on site at all times.
- F. Approved Flow Diversion Plan as specified in Section 02951.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. USB Flash Drive: 120 minute minimum, high-quality color
1. Audio portion of composite flash drive shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of oral report.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITEWORK

SECTION 02953 – TELEVISION INSPECTION

2. Store with temperature range of 45 to 80 degrees F (7 to 27 degrees C) in an appropriate case to prevent damage
 3. Identify each USB flash drive with tape labels showing City's name, Contractor's name, and each manhole-to-manhole pipe segment of sewer line represented on USB flash drive or provide an index or table of contents if more than one segment is on the USB flash drive.
- B. Television Inspection Camera(s): Equipped with rotating head, capable of 90- degree rotation from horizontal and 360-degree rotation about its centerline.
1. Minimum Camera Resolution: 400 vertical lines and 460 horizontal lines.
 2. Camera Lens: Not less than 140 degree viewing angle, with automatic or remote focus and iris controls.
 3. Focal Distance: Adjustable through range of 6 inches (152 mm) to infinity.
 4. Camera(s) shall be intrinsically safe and operative in 100 percent humidity conditions.
 5. Lighting Intensity: Remote-controlled and adjusted to minimize reflective glare.
 6. Lighting and Camera Quality: Provide clear, in-focus picture of entire inside periphery of sewer.
- C. Footage Counter: Measures distance traveled by camera in sewer, accurate to plus or minus 2 feet (0.6 m) in 1,000 feet (305 m).
- D. USB Flash Drive Titling: Each segment shown on the USB flash drive should have its own Chapter titled with the beginning and end point of the pipe segment.
- E. The TV video shall be of sufficient quality for the Owner and Engineer to determine the level of deterioration of the pipe.

PART 3 EXECUTION

3.1 SEWER FLOW REQUIREMENTS

- A. Do not exceed depth of flow shown in Table 1 for respective pipe sizes as measured in manhole when performing TV inspection.
- B. When depth of flow at upstream manhole of sewer line section being worked is above maximum allowable for TV inspection, reduce flow to level shown in Table 1, by plugging or blocking of flow, or by pumping and bypassing of flow as specified. Comply with requirements of Section 02951, Flow Diversion Plan to reduce flow.

SEWER FLOW REQUIREMENTS FOR TELEVISION	
TABLE 1	
Nominal Pipe Diameter	Maximum Depth of Flow for TV Inspection
6" - 10"	25 percent of pipe diameter
12" - 30"	20 percent of pipe diameter

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITEWORK

SECTION 02953 – TELEVISION INSPECTION

3.2 SEQUENCE OF WORK

- A. Clean sewer lines and manholes in accordance with requirements of Section 02952, Sewer Cleaning.
- B. Perform TV inspection of entire sewer to be lined to field verify all laterals and determine pipe condition. Inspection must be witnessed by Engineer's Representative to verify laterals and to ensure all lines are appropriately cleaned.
- C. For segments to be relined install sewer pipe lining in accordance with requirements of Section 02957 Sewer Trunk Lining and Section 02958 Manhole Lining System.
- D. Repeat TV inspection in same direction as previous inspection, after completed installation of sewer pipe and manhole lining.
- E. Repeat entire TV inspection in same direction manhole to manhole as previous inspection, after all repairs to sewer lining defects are completed within a pipe segment.

3.3 INSPECTION REQUIREMENTS

- A. Access: Engineer shall have access to observe monitor and other operations at all times.
- B. USB Flash Drive Commentary: Record the following information on audio track of inspection USB flash drive: narrative of location, direction of view, manhole numbers, pipe diameter and material, date, time of inspection, and location of laterals and other key features.
 - 1. USB flash drive shall visually display this information at beginning and end of each manhole-to-manhole pipe segment.
 - 2. USB flash drive between manholes shall visually display length in feet from starting point of given segment.
- C. Sewer Identification: USB flash drive and inspection documentation shall include sewer line and manhole identifiers shown on Drawings provided by Engineer.
- D. Image Perspective: Camera image shall be down center axis of pipe when camera is in motion.
 - 1. Provide 360-degree sweep of pipe interior at points of interest, to more fully document existing condition of sewer.
 - 2. Points of interest may include, but are not limited to the following: defects, cracks, voids, connections, encrustations, mineral deposits, debris, sediment, and any location determined not to be clean or part of an improper liner installation, and defects in liner that include, but are not limited to bumps, folds, tears, and dimples.
 - 3. Cabling system employed to transport camera and transmit its signal shall not obstruct camera's view.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITEWORK

SECTION 02953 – TELEVISION INSPECTION

- E. Sewer Reach Length: Physically measure and record length of each sewer reach from centerline of its terminal manholes.
- F. Inspection Rate: Camera shall be pulled through sewer in either direction, but both inspections are to be in same direction. Maximum rate of travel shall be 30 feet (9m) per minute when recording.

3.4 FIELD QUALITY CONTROL

- A. Engineer will review videotapes and logs to ensure compliance with requirements listed in this specification, and Sections 02952, Sewer Cleaning.
- B. If sewer line in the opinion of Engineer or Owner is not adequately clean, it shall be re-cleaned and CCTV-inspected by Contractor at no additional cost.
- C. If the liner in the opinion of Engineer or Owner has not been properly installed, it shall be reinstalled and CCTV-inspected by Contractor at no additional cost.

3.5 NOTICE OF WORK

- A. Provide 48-hour written notice to any residence that will be affected by service interruptions, parking restrictions, or construction activities. Said written notice shall include a local telephone number of the Contractor for inquiries or complaints.
- B. Provide 48-hours notice to Engineer/Owner before commencing work at any site.
- C. Follow procedures for bypass pumping, traffic control, vehicular and pedestrian crossing and ramping as specified in the flow diversion plan.

3.6 CONTRACTOR EXPERIENCE

- A. Contractor shall submit current documentation, furnished by the manufacturer of the product being used, certifying that the Contractor's training; personnel and equipment fully comply with the manufacturer's Quality Assurance requirements.
- B. Contractor shall furnish five (5) verifiable references, indicating that the Contractor has successfully televised sanitary sewers as specified herein in a similar environment.

END OF SECTION 02953

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. It is the intent of this specification to provide for the rehabilitation of sewer lines by the installation of a continuous, tight fitting watertight pipe-within-a-pipe, extending from manhole to manhole. The work shall be accomplished by installing a cured-in-place pipe (CIPP) resin-impregnated flexible tube, into the existing sewer. When the flexible tube is held against the existing pipe using either hydrostatic or air pressure, the resin is thermally cured.

1.2 SUMMARY

- A. The contractor shall conduct and schedule installation operations and cleanup activities in a manner to minimize the obstruction and inconvenience to traffic, pedestrians, businesses, property owners or tenants.
- B. The contractor shall take such precautions during construction to avoid the introduction of any material, product, compounds, or by-products to the sewers that may cause a blockage or interfere with the operations of the wastewater treatment plant.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02951 - Flow Diversion Plan
 - 2. Section 02952 – Sewer Cleaning
 - 3. Section 02953 – Television Inspection

1.3 SUBMITTALS

- A. GENERAL: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections:
 - 1. Submittals for fabric tube and resin system shall include:
 - a. Type of material and manufacturer to be used; including ASTM references, material composition, specifications, physical properties and chemical resistance and catalog data showing any clarifications and updates.
 - b. Shop drawings and manufacturers' detailed description of the installation process to be used for the installation of the material. This will include the manufacturer's recommend mix design, additives and set times.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

- c. Detailed Manufacturer's recommendations for the handling, storage and transportation of the material or its components.
 - d. Certification that backup equipment is on-site and set-up for the bypass pumping.
 - e. Design calculations, accompanied with the pre-installation video logs for each sewer segment to be rehabilitated, identified station number, with the design meeting the requirements of a partially deteriorated design or fully deteriorated design as identified by the City and Engineer using the televised inspection or as indicated on the plans. The thickness of the CIPP shall be determined by the Contractor and lining manufacturer. The pre-installation video shall document the location of all active and inactive service connections. Active connections shall include the location in feet from the closest manhole.
 - f. The CIPP shall be manufactured and installed in accordance with either ASTM F1216-16, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube, by ASTM F1743-17 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled-In-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP), or by ASTM F2019-11
 - g. Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP).
 - h. Demonstration and Certification that CIPP can be installed through the bends as shown on the plans.
 - h. Detailed description of field testing processes and procedures.
- B. Certification from manufacturer that the Contractor is an approved installer of the material or system. Certificates of training, issued by the manufacturer or an approved, independent third party organization, for each member of the contractor's crew.
- C. Current documentation, furnished by the manufacturer of the product being used, certifying that the Contractor's training; personnel and equipment fully comply with the manufacturer's Quality Assurance requirements.
- D. Contractor shall furnish five (5) verifiable references, indicating that the Contractor has successfully installed the same material as specified herein in a similar environment.
- E. Emergency response plan detailing the procedures to be used in the event of a pump or equipment failure, sewer overflow, service backup, sewage or chemical spill, traffic accident or emergency situations. The plan shall include emergency (24/7) contact numbers for the contractor, emergency responders, and equipment or material suppliers. Each of the contractor's crews shall maintain a copy of the emergency response plan on site at all times.
- F. Approved Flow Diversion Plan as specified in Section 02951.
- G. Any shipping, storage, or safety requirements for the materials; this shall include MSDS documentation.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the requirements of the following as modified herein.
 - 1. Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, hereinafter referred to as the Standard Specifications shall apply as modified below and by the Special Provisions Modifying the Standard Specifications.
 - a. Division I and VI of Standard Specifications do not apply.
 - b. Reference sections to measurement and basis of payment do not apply.
- B. Any necessary surface or submerged restoration required to execute the work shall be performed in accordance with the above standard (1.4.A).

PART 2 PRODUCTS

2.1 FABRIC TUBE

- A. The fabric tube shall be continuous in length and shall consist of one or more layers of absorbent textile material, compatible with the resin to be used and shall meet the requirement of ASTM F1216, F1743, or F-2019.
 - 1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
 - 2. The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe as described on the drawings. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 - 3. When installing in brick sewer, Contractor shall measure at each end of the sewer and at a minimum of two locations along the length of each sewer line to ensure the fabric size will fit tightly.
 - 4. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
 - 5. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - 6. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

2.2 RESIN SYSTEM

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

- A. The resin system shall be a corrosion resistant system conforming to ASTM D- 5813 10,000 hour test and upon curing meets ASTM F-1216, ASTM F-1743, or ASTM F-2019 (latest versions).

2.3 STRUCTURAL REQUIREMENTS

- A. The CIPP design shall assume no bonding to the original pipe wall.
- B. The Contractor must include in the design calculations long-term testing for flexural creep of the CIPP pipe material, and a percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing).
- C. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
- D. Design Conditions
 - 1. Safety Factor 2.0.
 - 2. Groundwater to within 2 feet of ground surface (submerged).
 - 3. Zero internal pressure (pipe empty).
 - 4. Soil depth 10 ft. minimum or per field verification.
 - 5. Soil density 120 lb/ft
 - 6. Soil type variable; Gravel/sand/silty clay mixture, Inorganic clays or clayey sands. Apply worst case soil type to liner design.
 - 7. Live load AASHTO HS-20.
 - 8. Fully deteriorated (structural) liner unless otherwise noted or identified in the plans and specifications.
 - 9. 5% ovality for round pipes.

2.4 CIPP APPROVED PATCH MATERIALS

- A. Fiberglass cloth and epoxy patch
 - 1. The preferred method of patching liner defects is to cutout the applicable lining segment for repair (as identified by televising inspection) and replace with the same lining material/system over the full pipe interior circumference.
 - 2. Acceptable alternate manufacturers
 - a. PerpetuWall PLS-650, Protective Lining Systems, c/o Mechanical Jobbers (Lithonia, GA) (770)482-5220.
 - b. Or equal.
- B. Materials of construction
 - 1. Meets or exceeds strength requirements of the installed CIPP.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

2. Inert when in contact with H₂S and H₂SO₄
 3. Capable of bonding to substrate and CIPP.
 4. Provide ASTM test results with shop drawings.
- C. Substrate material
1. Material: PerpetuCrete PLS-507 microsilica manhole liner with Con Block MK, Protective Lining Systems c/o Mechanical Jobbers (770)482-5220.
 2. Substrate shall be applied where needed to build up the patch so that the final patch has the same thickness as the CIPP.
 3. Meets or exceeds strength requirements of the CIPP.
 4. Inert when in contact with H₂S and H₂SO₄.
 5. Capable of bonding to CIPP and native pipe material.
- D. Installation patch area
1. Preparation: Provide a smooth cut around area to be patched and remove imperfection in the CIPP. Where possible create a circumferential cut around the pipe diameter to create a surface the patch can bond to around the entirety of the pipe diameter.
 2. Surface preparation: Performed in a manner and with a material that will not damage the CIPP.
 3. Install substrate material to 125-180 mil thickness.
 4. Install patch material to 3" thickness
 5. Create smooth transition to the CIPP.

PART 3 EXECUTION

3.1 GENERAL

- A. Provide 48-hours notice to Engineer/Owner before commencing work at any site.
- B. Provide 48-hour written notice to any residence or facility that will be affected by service interruptions, parking restrictions, or construction activities associated with the installation of the CIPP. Said written notice shall include a local telephone number of the Contractor for inquiries or complaints.

3.2 UNSCHEDULED POINT REPAIRS

- A. If the pre-installation video of a sewer reveals that the sewer cannot be lined without the completion of unscheduled point repairs to the system, above and beyond the point repairs identified on the plans, the Contractor and the Owner will come to an agreement on the best course of action. The contractor will provide the point repair at the Unit Cost provided on the bid form, or in the absence of the unit cost based on a detailed labor and materials proposal/estimate subject to Owner/Engineer approval. Contractor shall notify Owner in advance and submit a proposal for a point repair.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

- B. Point repair piping shall be CL150 unlined Ductile Iron Pipe with banded concrete collar connections to the existing piping as detailed on the plans. The point repair pipe section will receive C.I.P. lining (same as existing piping) after the select point repair.

3.3 RESTORATION OF SEWER SERVICE

- A. After the CIPP has cured the Contractor shall reconnect, without excavation, all existing active manhole laterals.

3.4 EXISTING MANHOLES

- A. Prior to the installation of the CIPP, the Contractor shall install gasket end seals to the interior circumference of the existing sewer at the inlet and outlet of each manhole unless the manhole is being lined or as otherwise directed by the OWNER.
- B. The end seal material shall be “Insignia” Hydrophilic End Seal as manufactured by LMK Technologies, or approved equal. One seamlessly molded seal of neoprene rubber shall be positioned to the interior wall of sewer pipe with the help of retaining rings by the end seal manufacturer.
- C. Any existing manhole that needs to be modified or removed for the installation of the CIPP, shall be restored at the Contractors expense.

PART 4 QUALITY ASSURANCES

4.1 GENERAL

- A. All materials testing shall be performed by an approved, independent testing laboratory at the Contractor’s expense. Samples shall be taken in the presence of the Owner’s representative and the results of the testing shall be forwarded directly to the Owner’s representative. All tests shall be performed in accordance with the applicable ASTM standards. Frequency of testing for CIPP liner shall be minimum of 2 per each design. 2 for all 8” pipe, 2 for all 12” pipe, ect. Locations of testing shall be chosen by City representative. Contractor shall also save all lateral cut outs to prove that sufficient thickness was installed per the design.
- B. After the work is completed, including the restored service connections, the contractor shall provide the Owner’s representative with a post-installation video. Any defects noted on this post-installation video inspection shall be corrected by the Contractor at his expense and the line re-inspected.

PART 5 MEASUREMENT and PAYMENT

- 5.1 Payment will be made for the actual length of cured-in-place-pipe installed, measured from centerline of manhole to centerline of manhole at the unit bid price. Any item not

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2 – SITE WORK
SECTION 02957 – SEWER LINING

specified for payment will be considered as incidental to and included in the cost of the cured-in-place-pipe installation. This includes, but is not limited to, removal and replacement of the top sections of manholes (if necessary), surface restoration, preparation of the safety plan, permits, fees and licenses, testing, flow diversion, shop drawings, test samples, and the mobilization/demobilization of labor, equipment and materials to the job site.

PART 6 PERFORMANCE GUARANTEE AND WARRANTY

- 6.1 The contractor and liner manufacturer(s) shall warrant the liner installation and materials for 5 years following start up (after final televised inspection of the completed liner system).

END OF SECTION 02957

DIVISION 2 – SITE WORK
SECTION 02959 – SERVICE LATERAL REPAIR

PART 1 GENERAL{PRIVATE }

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. It is the intent of this specification to provide for the rehabilitation of service lines by the installation of a continuous, tight fitting watertight pipe-within-a-pipe, extending from the main sewer to the right-of-way line. The work shall be accomplished by installing a cured-in-place pipe (CIPP) resin-impregnated flexible tube, into the existing sewer. When the flexible tube is held against the existing pipe using either hydrostatic or air pressure, the resin is thermally cured.
- B. Each service lateral repair requires installation of a cleanout and installation of the liner from the main sewer using a T-liner or equivalent product.
- C. The intent is to provide a CIPP permanent liner/seal at the point the service enters the trunk pipe to seal the annular opening between the service pipe outer wall and the sewer mainline to prevent infiltration. It is not intended to reline or repair the entire service lateral.
- D. The specification intends the most reasonable and least labor intensive effort to seal the service laterals. There may be select services that, due to their condition, require an alternate T-liner option or access from the residence/business sanitary service. These select locations shall be coordinated with the Owner both for access (if possible) to the private property and determination of the least costly/intrusive approach.
- E. Point repair and associated excavation and surface feature reconstruction shall only be considered where no other viable repair alternative exists due to specific conditions of the host pipe or service penetration. Coordinate and confirm with Owner and Engineer.

1.3 SUMMARY

- A. The contractor shall conduct and schedule installation operations and cleanup activities in a manner to minimize the obstruction and inconvenience to traffic, pedestrians, businesses, property owners or tenants.
- B. The contractor shall take such precautions during construction to avoid the introduction of any material, product, compounds, or by-products to the sewers that may cause a

DIVISION 2 – SITE WORK

SECTION 02959 – SERVICE LATERAL REPAIR

blockage or interfere with the operations of the wastewater treatment plant.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 02951 - Flow Diversion Plan
2. Section 02952 – Sewer Cleaning
3. Section 02953 – Television Inspection
4. Section 02957 – Sewer Lining
5. Section 02960 – Traffic Control

1.4 SUBMITTALS

- A. GENERAL: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections:

1. Submittals for fabric tube and resin system shall include:
 - a. Type of material and manufacturer to be used; including ASTM references, material composition, specifications, physical properties and chemical resistance and catalog data showing any clarifications and updates.
 - b. Shop drawings and manufacturers' detailed description of the installation process to be used for the installation of the material. This will include the manufacturer's recommend mix design, additives and set times.
 - c. Detailed Manufacturer's recommendations for the handling, storage and transportation of the material or its components.
 - d. Certification that backup equipment is on-site and set-up for the bypass pumping.
 - e. Design calculations, accompanied with the pre-installation video logs for each service lateral to be rehabilitated, identified by street address, with the design meeting the requirements of a partially deteriorated design. The thickness of the CIPP shall be determined by the Contractor. The pre-installation video shall document the location of all active and inactive service connections. Active connections shall include the location in feet from the closest manhole.
 - f. The CIPP shall be manufactured and installed in accordance with either ASTM F1216-05, Standard Practice for Rehabilitation of Existing Pipelines and Conducts by the Inversion and Curing of a Resin Impreganted Tube or by ASTM F1743-96 Standard Practice for Rehabilitation of Existing Pipelines and Conducts by the Pulled-In-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP).

DIVISION 2 – SITE WORK

SECTION 02959 – SERVICE LATERAL REPAIR

- g. Detailed description of field testing processes and procedures.
- B. Certification from manufacturer that the Contractor is an approved installer of the material or system. Certificates of training, issued by the manufacturer or an approved, independent third party organization, for each member of the contractor's crew.
- C. Current documentation, furnished by the manufacturer of the product being used, certifying that the Contractor's training; personnel and equipment fully comply with the manufacturer's Quality Assurance requirements.
- D. Contractor shall furnish five (5) verifiable references, indicating that the Contractor has successfully installed the same material as specified herein in a similar environment.
- E. Emergency response plan detailing the procedures to be used in the event of a pump or equipment failure, sewer overflow, service backup, sewage or chemical spill, traffic accident or emergency situations. The plan shall include emergency (24/7) contact numbers for the contractor, emergency responders, and equipment or material suppliers. Each of the contractor's crews shall maintain a copy of the emergency response plan on site at all times.
- F. Approved Flow Diversion Plan as specified in Section 02951.
- G. Any shipping, storage, or safety requirements for the materials; this shall include MSDS documentation.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the requirements of the following as modified herein.
 - 1. Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, hereinafter referred to as the Standard Specifications shall apply as modified below.
 - a. Division I and VI of Standard Specifications do not apply.
 - b. Reference sections to measurement and basis of payment do not apply.

PART 2 PRODUCTS

2.1 FABRIC TUBE

- A. The fabric tube shall be continuous in length and shall consist of one or more layers of absorbent textile material, compatible with the resin to be used.

CITY OF PEKIN, IL

DIVISION 2 – SITE WORK

SECTION 02959 – SERVICE LATERAL REPAIR

2.2 RESIN SYSTEM

- A. The resin system shall be a corrosion resistant system conforming to ASTM D- 5813 10,000 hour test and upon curing meets ASTM F-1216.

2.3 SERVICE LINE LATERAL CLEANOUT

- A. The cleanout shall consist of a 6" PVC SDR 26 riser pipe with screwed plug at the top connected to a 6" Vac-A-Tee manufactured by LMK Technologies, Ottawa, IL, installed on the existing service line using hydraulic/vacuum excavation as shown on the drawings.

2.4 LATERAL LINER

- A. The service line shall be repaired using a T-Liner manufactured by LMK Technologies, Ottawa, IL, or equal.

PART 3 EXECUTION

3.1 GENERAL

- A. Provide 48 hours notice to Engineer/Owner before commencing work at any site.
- B. Provide 48 hour written notice to any residence or facility that will be affected by service interruptions, parking restrictions, or construction activities associated with the service lateral repair. Said written notice shall include a local telephone number of the Contractor for inquiries or complaints.
- C. Where service lateral repairs are located along main sewers that are also being re-lined, the lateral repair shall be done after the main sewer relining has been completed.
- D. All laterals to be repaired shall be cleaned and televised before the repair to establish existing conditions in accordance with Specification Sections 02952 and 02953 and then televised again after the repair to visually confirm that repair was done satisfactorily.
- E. Installation of all components shall be completed in accordance with manufacturer's recommended installation procedures and shall be completed by Contractors authorized by the respective manufacturers to perform such installations.

3.2 UNSCHEDULED POINT REPAIRS

- A. If the pre-installation video of a sewer reveals that the sewer cannot be lined without the completion of unscheduled point repairs to the system, the Contractor and the Owner will come to an agreement on the best course of action. If excavation is required, the Owner will perform the point repair.

CITY OF PEKIN, IL

DIVISION 2 – SITE WORK

SECTION 02959 – SERVICE LATERAL REPAIR

3.3 RESTORATION OF SEWER SERVICE

- A. After the CIPP has cured the Contractor shall re-establish, without excavation, the repaired service laterals. Sewer service connections at the main sewer shall be wire-brush cleaned and de-burred to create a smooth edge between the service entrance and the CIPP Liner. Camera verification of this de-burring process is required.

PART 4 QUALITY ASSURANCES

- 4.1 All materials testing shall be performed by an approved, independent testing laboratory at the Contractor's expense. Samples shall be taken in the presence of the Owner's representative and the results of the testing shall be forward directly to the Owner's representative. All tests shall be performed in accordance with the applicable ASTM standards.
- 4.2 After the work is completed, including the restored service connections, the contractor shall provide the Owner's representative with a post-installation video. Any defects noted on this post-installation video inspection shall be corrected by the Contractor at his expense and the line re-inspected.
- 4.3 After installation of the cleanout, Contractor shall verify that a water-tight connection has been established between the cleanout and service lateral. After installation of liner, Contractor shall verify that a water-tight connection has been established between the lateral and main sewer line.

PART 5 MEASUREMENT and PAYMENT

- 5.1 Payment will be made on a unit price basis for each service lateral repair as indicated on the Bid Form. Any item not specified for payment will be considered as incidental to and included in the cost of the service lateral repair.

END OF SECTION 02959

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK

SECTION 02960 – TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division 1 Specifications, Apply to this section.

1.2 SUMMARY

- A. This section includes the furnishing of all labor, materials, equipment required for signs, signals, and lights.
- B. Related Sections:
 - 1. Section 02951 - Flow Diversion Plan
 - 2. Section 02957 – Sewer Lining
 - 3. Section 02958 – Manhole Lining System

1.3 SUBMITTALS

- A. A traffic control plan responsive to the “Manual on Uniform Traffic Control Devices for Streets and Highways”. If the Contractor proposes to implement traffic control without modification to the plan provided, he shall submit a letter confirming that decision.

PART 2 PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

- A. Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the "Manual on Uniform Traffic Control Devices for Streets and Highways," these Specifications, any special details and Highway Standards herein and in the plans.

PART 3 EXECUTION

3.1 TRAFFIC CONTROL PLAN

- A. Abide by laws and regulations of governing authorities when using public roads. If Contractor’s work requires that public roads be temporarily impeded or closed, approvals shall be obtained from governing authorities. Contractor must coordinate all activities with the RPR.
- B. Special attention is called to Articles 107.09, 107.14, 107.15, and 107.31 and Sections 1084 of the Standard Specifications, and the following IDOT Highway Standards relating to traffic control.

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK

SECTION 02960 – TRAFFIC CONTROL AND REGULATION

The Traffic Control Standards that are included in this set of specifications are listed below:

701101 701011

3.2 SEQUENCE OF OPERATIONS

- A. Prior to beginning construction operations, the Contractor shall submit to the Engineer for approval a Sequence of Construction Operations plan. No deviation from the approved sequence will be permitted except by written permission from the Engineer.
- B. The Contractor shall notify the Engineer 72 hours before (excluding Saturday and Sunday) of any impending street closing prior to beginning work and shall notify the Engineer when the street is opened. No streets shall be closed without prior notice to and approval by the Owner.
- C. Contractor shall maintain at all times a 10 foot wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use of emergency vehicles, or as otherwise provided in the traffic control plan.
- D. The Contractor will contact the resident 24 hours prior to crossing their driveway if access to driveway is altered. At the end of the work day, every residence shall have at least one access point.
- E. All open excavations left overnight throughout this project shall be protected by fences and lighted barricades as per OSHA standards.
- F. The Contractor shall maintain one lane of traffic in each direction on the Street during non-working hours. Contractor is only allowed to close one lane of traffic on the Street during working hours.
- G. No streets shall be closed without 48-hour prior notice to and approved by the Owner.
- H. Traffic Control and Protection Standards will not be paid for separately. All Traffic Control required throughout the entire project including the requirements of all Traffic Control and Protection Standards shall be included in the cost of the sewer lining. This shall include all materials, labor, and equipment to set up, maintain and remove traffic control protection devices.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

- A. This work shall consist of providing all traffic control and protection in accordance with the Standard Specifications, the detailed drawings included in the plans and as determined in the field. The cost of providing all materials, signs, barricades, flaggers, labor and other control necessary to perform the work including all signing for Standards shall be included in the unit price pay items for sewer lining.
- B. These Standards are included in the contract to allow for construction to proceed as far as possible without closing the existing streets and also to reduce the amount of time that

CITY OF PEKIN, IL
SEWER LINING

DIVISION 2- SITEWORK

SECTION 02960 – TRAFFIC CONTROL AND REGULATION

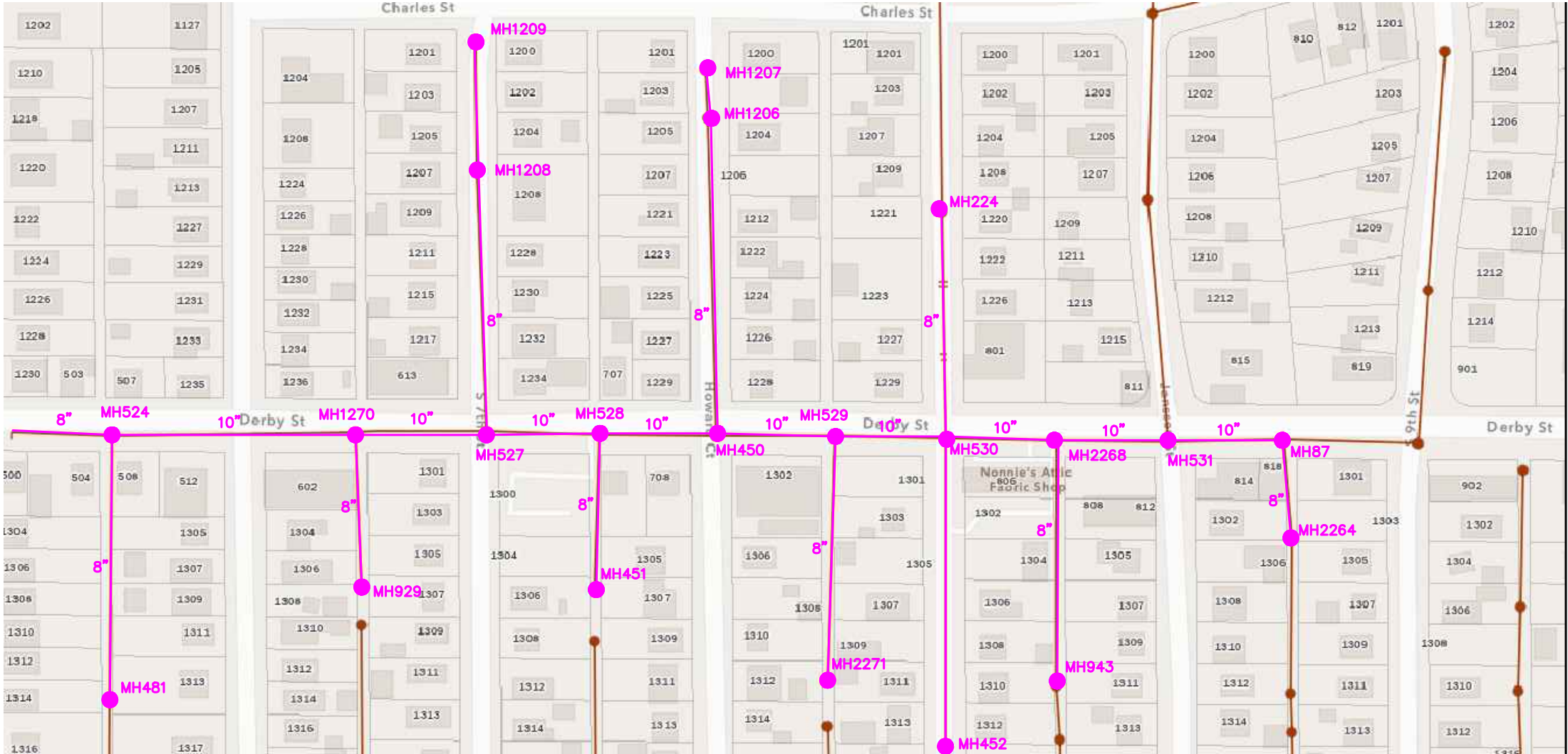
existing streets will need to be closed when necessary to complete the construction. The Contractor shall endeavor to open streets to traffic as soon as possible.

- C. Traffic Control and Standards shall not be paid separately but shall be included in the price for sewer lining.

END OF SECTION 02960

APPENDIX A

CONTRACT DRAWINGS



SUMMARY OF SEWER LININGS

TERMINI	TERMINI	LENGTH	SIZE
END	MH 524	95 FEET	8" DIAMETER CIRCULAR
MH 524	MH 481	325 FEET	8" DIAMETER CIRCULAR
MH 524	MH 1270	299 FEET	10" DIAMETER CIRCULAR
MH 1270	MH 929	188 FEET	8" DIAMETER CIRCULAR
MH 1270	MH 527	129 FEET	10" DIAMETER CIRCULAR
MH 527	MH 1209	482 FEET	8" DIAMETER CIRCULAR
MH 527	MH 528	150 FEET	10" DIAMETER CIRCULAR
MH 528	MH 451	189 FEET	8" DIAMETER CIRCULAR
MH 528	MH 450	144 FEET	10" DIAMETER CIRCULAR
MH 450	MH 1207	453 FEET	8" DIAMETER CIRCULAR
MH 450	MH 529	144 FEET	10" DIAMETER CIRCULAR
MH 529	MH 2271	297 FEET	8" DIAMETER CIRCULAR

SUMMARY OF SEWER LININGS

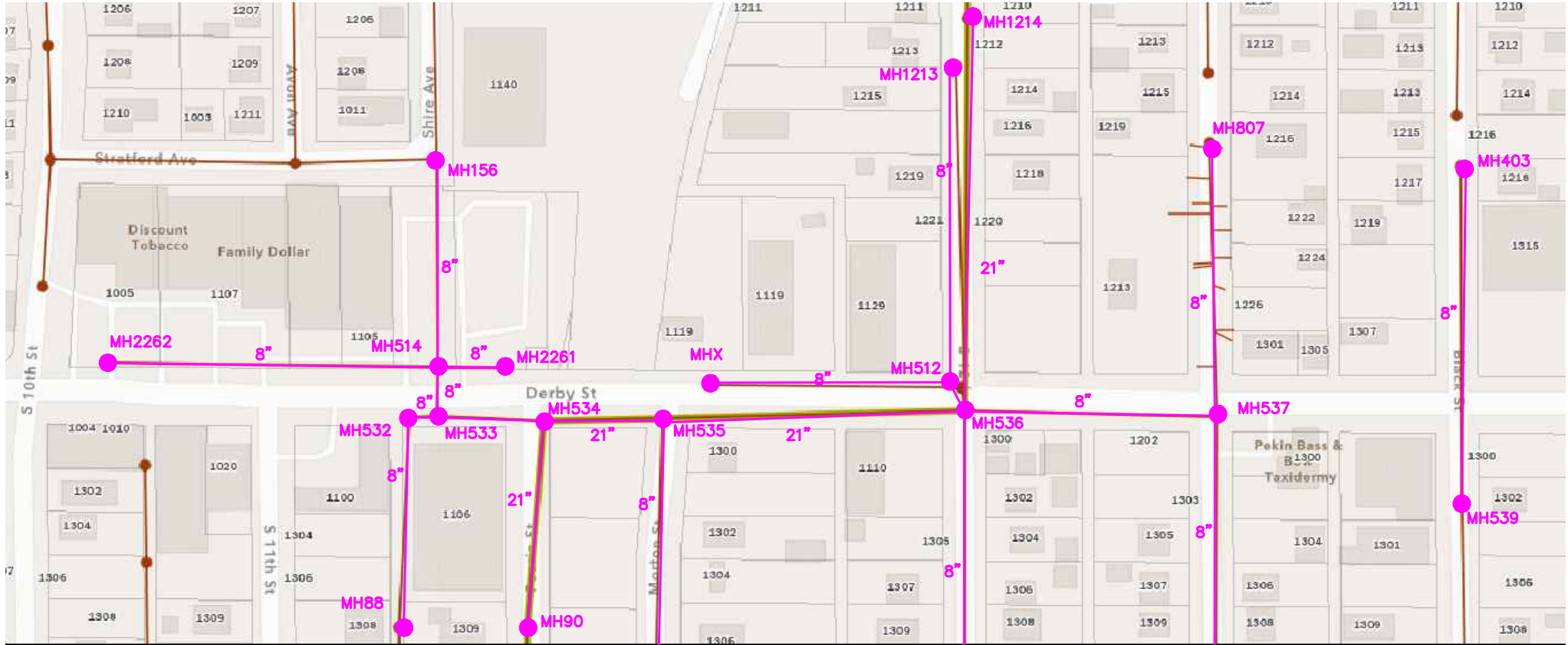
TERMINI	TERMINI	LENGTH	SIZE
MH 529	MH 530	137 FEET	10" DIAMETER CIRCULAR
MH 530	MH 224	276 FEET	8" DIAMETER CIRCULAR
MH 530	MH 452	377 FEET	8" DIAMETER CIRCULAR
MH 530	MH 2268	141 FEET	10" DIAMETER CIRCULAR
MH 2268	MH 943	299 FEET	8" DIAMETER CIRCULAR
MH 2268	MH 531	138 FEET	10" DIAMETER CIRCULAR
MH 531	MH 87	156 FEET	10" DIAMETER CIRCULAR
MH 87	MH 2264	120 FEET	8" DIAMETER CIRCULAR



NOTES:

- MANHOLES WERE CONSTRUCTED WITH BRICK AND MORTAR. GENERALLY, THE SIZE OF THE MANHOLE RANGES FROM 2 FOOT NEAR THE TOP TO APPROXIMATELY 5' DIAMETER NEAR THE BOTTOM.
- ALL MEASUREMENTS SHALL BE VERIFIED IN THE FIELD PRIOR TO BIDDING THE PROJECT. NO ADDITIONAL PAYMENT SHALL BE ALLOWED FOR SLIGHT MEASUREMENT DISCREPANCIES IN THESE PLANS.
- NO BRICK WORK IS INCLUDED IN THIS CONTRACT. ANY REBUILDING OF MANHOLES OR SEWERS NECESSARY TO COMPLETE LINING WILL BE COMPLETED AS FORCE ACCOUNT WORK.
- ONLY LATERALS ON DERBY STREET WILL BE LINED.

MANHOLE DEPTHS TO INVERT		
MANHOLE ID	DEPTH	DEPTH
MH 524	116 INCHES	
MH 481	84 INCHES	
MH 1270	115 INCHES	
MH 929	126 INCHES	
MH 527	114 INCHES	
MH 1208	84 INCHES	
MH 1209	84 INCHES	
MH 528	113 INCHES	
MH 451	84 INCHES	
MH 450	120 INCHES	
MH 1206	X INCHES	
MH 1207	X INCHES	
MH 529	118 INCHES	
MH 2271	X INCHES	
MH 530	123 INCHES	211 INCHES (SOUTH)
MH 224	X INCHES	
MH 452	X INCHES	
MH 2268	111 INCHES	
MH 943	X INCHES	
MH 531	111 INCHES	
MH 87	88 INCHES	
MH 2264	X INCHES	



SUMMARY OF SEWER LININGS			
TERMINI	TERMINI	LENGTH	SIZE
MH 2262	MH 514	400 FEET	8" DIAMETER CIRCULAR
MH 514	MH 156	238 FEET	8" DIAMETER CIRCULAR
MH 514	MH 2261	105 FEET	8" DIAMETER CIRCULAR
MH 514	MH 533	58 FEET	8" DIAMETER CIRCULAR
MH 533	MH 532	30 FEET	8" DIAMETER CIRCULAR
MH 532	MH 88	241 FEET	8" DIAMETER CIRCULAR
MH 533	MH 534	126 FEET	8" DIAMETER CIRCULAR
MH 534	MH 90	240 FEET	21" DIAMETER CIRCULAR
MH 534	MH 535	133 FEET	21" DIAMETER CIRCULAR
MH 535	MH 962	373 FEET	8" DIAMETER CIRCULAR
MH 962	MH 961	219 FEET	8" DIAMETER CIRCULAR
MH 961	MH 960	303 FEET	8" DIAMETER CIRCULAR
MH 960	MH 959	320 FEET	8" DIAMETER CIRCULAR

SUMMARY OF SEWER LININGS			
TERMINI	TERMINI	LENGTH	SIZE
MH 535	MH 536	360 FEET	21" DIAMETER CIRCULAR
MH 536	MH 963	304 FEET	8" DIAMETER CIRCULAR
MH 536	MH 1214	450 FEET	21" DIAMETER CIRCULAR
MH 536	MH 512	28 FEET	8" DIAMETER CIRCULAR
MH 512	MH 1213	396 FEET	8" DIAMETER CIRCULAR
MH 512	MH X	290 FEET	8" DIAMETER CIRCULAR
MH 536	MH 537	290 FEET	8" DIAMETER CIRCULAR
MH 537	MH 807	316 FEET	8" DIAMETER CIRCULAR
MH 537	MH 538	370 FEET	8" DIAMETER CIRCULAR
MH 403	MH 539	383 FEET	8" DIAMETER CIRCULAR



MANHOLE DEPTHS TO INVERT		
MANHOLE ID	DEPTH	DEPTH
MH 2262	93 INCHES	
MH 514	X INCHES	
MH 156	X INCHES	
MH 533	X INCHES	
MH 532	X INCHES	
MH 88	X INCHES	
MH 534	X INCHES	
MH 90	X INCHES	
MH 2261	X INCHES	
MH 535	293 INCHES	
MH 962	94 INCHES	
MH 961	65 INCHES	
MH 960	95 INCHES	
MH 959	66 INCHES	
MH 963	X INCHES	
MH537	X INCHES	
MH 536	X INCHES	
MH 512	X INCHES	
MH X	86 INCHES	
MH 1213	X INCHES	
MH 1214	X INCHES	
MH 537	X INCHES	
MH 807	X INCHES	
MH 538	X INCHES	
MH 403	X INCHES	
MH 539	X INCHES	

- NOTES:
- MANHOLES WERE CONSTRUCTED WITH BRICK AND MORTAR. GENERALLY, THE SIZE OF THE MANHOLE RANGES FROM 2 FOOT NEAR THE TOP TO APPROXIMATELY 5' DIAMETER NEAR THE BOTTOM.
 - ALL MEASUREMENTS SHALL BE VERIFIED IN THE FIELD PRIOR TO BIDDING THE PROJECT. NO ADDITIONAL PAYMENT SHALL BE ALLOWED FOR SLIGHT MEASUREMENT DISCREPANCIES IN THESE PLANS.
 - NO BRICK WORK IS INCLUDED IN THIS CONTRACT. ANY REBUILDING OF MANHOLES OR SEWERS NECESSARY TO COMPLETE LINING WILL BE COMPLETED AS FORCE ACCOUNT WORK.
 - ONLY LATERALS ON DERBY STREET WILL BE LINED.

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Pekin
111 South Capitol Street
Pekin, IL 61554

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>11/1/22</u>

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

Site Visit(s) Conducted on: 10/28/22

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

A. BASE BID UNIT PRICE ITEMS:

ITEM	DESCRIPTION	UNIT	QTY	UNIT TOTAL	EXT. TOTAL
1	Pre- cleaning and Televising Sanitary Sewer Complete	LF	10512	\$ 3.00	\$ 31,536. ⁰⁰
2	8" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	7891	\$ 25. ⁸⁰	\$ 203,587. ⁸⁰
3	10" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1438	\$ 27. ⁸⁰	\$ 39,976. ⁴⁰
4	21" Round Sanitary Sewer Re-Lining, Flow Diversion and Service lateral Cut-Out Complete	LF	1183	\$ 108. ⁰⁰	\$ 127,764. ⁰⁰
5	Service Lateral Correction LMK Technologies VAC-A-TEE Cleanout System T-Liner Re-Line Complete	EA	14	\$ 4,400. ⁰⁰	\$ 61,600. ⁰⁰
6	Mobilization	L. SUM	1	\$ 10,500. ⁰⁰	\$ 10,500. ⁰⁰
7	Owner T&M Not to Exceed Contingency Allowance for Unforeseen Conditions	NA	1	\$35,000.00	\$35,000.00
Total Base Bid Unit Price Items					\$ 509,964. ²⁰

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT

6.01 N/A

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond; *See Attached*
 - B. List of Proposed Subcontractors; *See Attached*
 - C. List of Proposed Suppliers; *See Attached*
 - D. List of Project References; *See Attached*
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; *See Attached*
 - F. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; *Not Applicable*

ARTICLE 9 – DEFINED TERMS

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

ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*HOERR CONSTRUCTION, INC.

By:

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

Attest:

*[Signature]*Andrew Hoerr*[Printed name]*Andrew Hoerr

Title:

Vice President

Submittal Date:

11/8/22

Address for giving notices:

1416 County Road 200 NGoodfield, IL 61742

Telephone Number:

309-691-6653

Fax Number:

309-508-7990

Contact Name and e-mail address:

Max P. Hoerr IIinfo@hoerr.com

Bidder's License No.:

N/A*(where applicable)*

BID BOND

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

BIDDER (Name and Address): Hoerr Construction Inc
PO Box 65
Goodfield, IL 61742

SURETY (Name, and Address of Principal Place of Business): West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend WI 53095

OWNER (Name and Address):
City of Pekin, IL
111 South Capitol Street
Pekin, IL 61554

BID

Bid Due Date: November 8, 2022 10:00am
Description: 2023 Sewer Lining

BOND

Bond Number: 2531634

Date: November 8, 2022

Penal sum Five percent of amount bid----

\$ 5% of amount bid

(Words)

(Figures)

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

SURETY

Hoerr Construction Inc (Seal)
Bidder's Name and Corporate Seal

West Bend Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature

Max P. Hoerr II

Print Name

President

Title

Attest:

Signature

Title

Vice President

By:

Signature (Attach Power of Attorney)

James D Morgason

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Customer Service Representative

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

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

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

State of Illinois

} ss:

County of Macon

On 8th day of November, 2022 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **James D Morgason**

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

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

Catherine L Ater

(Notary Public)





THE SILVER LINING®

Bond No. 2531634

POWER OF ATTORNEY

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

James D. Morgason

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

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

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

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

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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

Signed and sealed at West Bend, Wisconsin this 8th day of November, 2022.



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

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



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

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

Project: City of Pekin, IL – 2023 Sewer Lining

Proposed Subcontract and Supplier Information:

List of Proposed Subcontractors

- None Anticipated

List of Proposed Suppliers

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

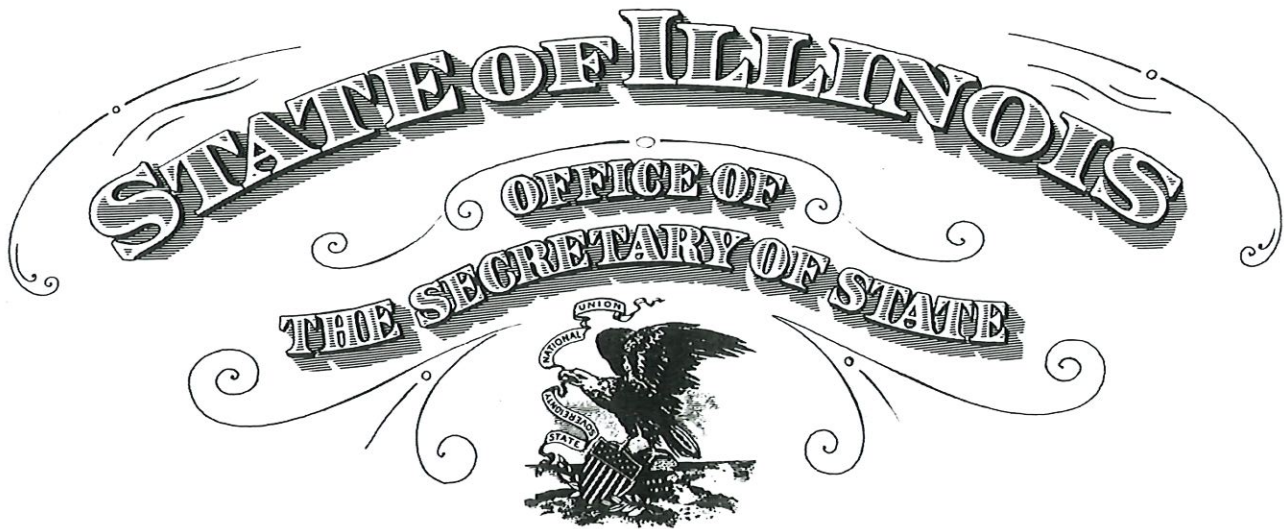
Thank you for the opportunity to bid this pipe lining project. If you have any questions, please call me at (309) 691-6653.

Sincerely,

David Steffen, Estimator
Hoerr Construction, Inc.

File Number

5761-511-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

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



In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 14TH day of APRIL A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2210401526 verifiable until 04/14/2023

Authenticate at: <http://www.ilsos.gov>

Apprenticeship or Training Program Certification

Return with Bid

Route	Various
County	Tazewell
Local Agency	City of Pekin
Section	Sewer Lining

All contractors are required to complete the following certification:

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

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

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

Laborers - Illinois Laborers + Contractors JATP

Teamsters - Illinois Teamsters/Employers Apprenticeship + Training Fund Affiliated with Joint Councils 25 + 45

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

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

Bidder: HOERZ CONSTRUCTION, INC.

By: 
(Signature)

Address: 1416 County Road 200 N
Goodfield, IL 60142

Title: President

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status. If you do not qualify as a Section 3 Business Concern through of the option below, you do not need to complete this form.

Select from **ONE** of the following three options below that applies:

- ☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on the next page).
- ☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on next page).

Section 3 Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

* Not Applicable *

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

**TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES
FOR BUSINESS AND LOWER INCOME PERSONS**

- A. The project assisted under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this agreement, the contractor shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this agreement. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. This agreement certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the recipient, its successors and assigns. Failure to fulfill these requirements shall subject the recipient, its contractors and subcontractors, its successors, and assigns to any sanctions specified by the agreement, and to such sanctions as are specified by 24 CFR 135.38 (f).

Signature

Title

Date

X Not Applicable Due to Union Requirements - See Attached Letter X



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

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

11/7/2022

To Whom It May Concern:

Hoerr Construction, Inc. is a union contractor and due to the terms of its union contracts is unable to comply with the requirements set forth in the Assurance of Compliance (Section 3, HUD Act of 1968) for the City of Pekin, IL 2023 Sewer Lining Project. If you have any questions, please contact me at your earliest convenience.

Sincerely,
HOERR CONSTRUCTION, INC.

Max P. Hoerr II
President

Attachment: Exhibit B - 2023 Sewer Lining Agreement (3273 : Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction)



City of Pekin

Department of Public Works

Addendum #1

Dated: November 1, 2022

CITY OF PEKIN, IL
2023 SEWER LINING

All prospective bidders for the City of Pekin – 2023 Sewer Lining Project are directed to the following modification to the advertised Bid Documents.

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

1. Video footage of some of the sewer lines is available upon request. E-mail jaesker@ci.pekin.il.us for a link of the footage.
2. It is the intention of the City to line all of the laterals on Derby Street. The exact number and locations of the laterals is unknown. Some of the locations can be viewed on the video footage that is available. All of the known laterals are on the 10" sewer on Derby.
3. Lateral T-liners should be estimated to be 18 feet long. Any additional length shall be paid for on a Time and Material basis.
4. Vac-A-Tees will be required at all lateral locations. Vac-A-Tees shall be installed on a Time and Material basis.

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

Acknowledged by : 

Date: 11/1/22



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Justin Reeise, Public Works Director

AGENDA ITEM: Resolution No. 500-22/23 Authorization of Expenditure for Emergency Sewer Repairs

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Resolution to approve the expenditure for emergency sewer repairs with JC Dillon. In late August, the City was experiencing a sinkhole on the edge of a drive lane in the 1000 block of South 14th Street. The sinkhole was determined to be caused by a failing service lateral. The depth and scope of this repair was outside the capabilities of the Street Department equipment. Staff contacted several contractors who had the capability to make this repair. Given the unknown nature of the repairs, these were completed on a time and material basis. JC Dillon was the only contractor available to mobilize at this time. JC Dillon completed the repairs.

Immediately following this repair being completed on 14th, the City experienced a manhole failure at the intersection of Park Avenue and Summer Street. This collapse required contractor assistance, as JC Dillon was already mobilized in Pekin, staff requested Dillon assist with this repair on a T&M basis.

These repairs were completed on an emergency basis in order to maintain safety and functionality of the City's infrastructure. The total cost of these repairs was \$82,994.62 This unbudgeted expense is being brought to Council for final approval. Staff has reviewed the invoices and feel the T&M expenses are appropriate given the scope of the repairs.

FINANCIAL IMPACT:

Requested Amount: \$82,994.62
 Line Item: 231-030-564000
 Budgeted Amount: \$228,448.00
 Remaining Funds: \$196,634.94

IMPACT IF APPROVED: Invoice will be paid

IMPACT IF DENIED: Invoice will not be paid

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.

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:

Date:

Resolution No. 500-22/23 Authorization of Expenditure for Emergency Sewer Repairs

WHEREAS, a sinkhole developed in the driving lane of S. 14th Street; and

WHEREAS, a large sinkhole and road collapse at the intersection of Summer and Park Avenue also occurred; and

WHEREAS, both sinkholes presented a danger to the driving public and warranted an emergency repair; and

WHEREAS, staff called multiple contractors and J.C. Dillon was available to make the repairs in the shortest time frame; and

WHEREAS, the scope of the project could not be easily defined so the costs were accrued on a time and material basis.

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

Section 1. The above recitals are found to be true and correct and are adopted and incorporated herein.

Section 2. The City Council hereby approves the payment of the invoices from J.C. Dillon attached in Exhibit A and Exhibit B.

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

MAYOR

ATTEST:

CITY CLERK



Contract Invoice

Invoice#: 10624

Date: 09/30/2022

1515 W. Luthy Dr. Peoria, IL 61615 Phone (309) 689-1596 Fax (309) 689-1599

Project#: 90023002

Billed To: City of Pekin
111 S. Capitol St
Pekin IL 61554

Project: City of Pekin Point Repair, Sanitary Late
1010 14th St
Pekin IL 61554

Due Date: 10/30/2022**Terms:** 30DY**Order#**

Description	Amount
Progress Billing# 1	32,699.61

A service charge of 24% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Visa and Mastercard Accepted

Visit our website @ jcdilloninc.com

Non-Taxable Amount:	32,699.61
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	32,699.61

Attachment: Exhibit A - JCD 14th Street (3275 : Resolution No. 500-22/23 Authorization of Expenditure for Emergency Sewer Repairs)



P.O. Box 3590 Peoria, IL 61612 Phone (309) 689-1596 Fax (309) 689-1599

Owner: City of Pekin
111 S. Capitol St
Pekin IL 61554

Job Location: City of Pekin Point Repair, Sanitary Lateral
1010 14th St
Pekin IL 61554

Progress Billing

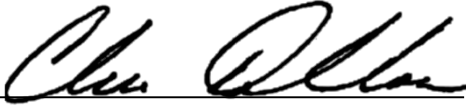
Application: 1
Period: 09/30/2022
JCD Job #: 90023002
Client Job #:

Application For Payment On Contract

Original Contract.....	32,699.62
Net Change by Change Orders.....	0.00
Contract Sum to Date.....	32,699.62
Total Complete to Date.....	32,699.62
Total Retained.....	0.00
Total Earned Less Retained.....	32,699.62
Less Previous Billings.....	0.00
Current Payment Due.....	32,699.62
Balance on Contract.....	0.00

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor:  Date: 09/30/2022

Terms: Invoices are due and payable 30 days from the date of invoice. All overdue amounts will be charged a service charge of 24% per annum. Please make checks payable to J.C. Dillon, Inc.

Thank you for your prompt payment.

PROGRESS BILLING

Application: 1

Period: 09/30/2022

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
50001.000 Sanitary Sewer R	32,699.62		32,699.62		32,699.62		32,699.62	100.00		
Totals:	32,699.62		32,699.62		32,699.62		32,699.62	100.00		

Item	Description	Unit	Unit \$	8/25/2022	8/26/2022	8/29/2022	8/30/2022	8/31/2022	Total	Amount
	Laborer	Hour	\$ 98.00	3.00	16.00	16.00	16.00	16.00	67.00	\$ 6,566.00
	Laborer OT	Hour	\$ 128.00	-	1.00	-	-	-	1.00	\$ 128.00
	Operator	Hour	\$ 120.00	5.00	8.00	9.00	8.00	8.00	38.00	\$ 4,560.00
	Operator OT	Hour	\$ 154.00	1.00	1.00	0.50	0.50	0.50	3.50	\$ 539.00
	Laborer Foreman	Hour	\$ 110.00	3.00	8.00	8.00	8.00	8.00	35.00	\$ 3,850.00
	Laborer Foreman OT	Hour	\$ 145.00	-	1.00	0.50	0.50	0.50	2.50	\$ 362.50
									Labor	\$ 16,005.50
	Service Truck	Hour	\$ 30.00	3.00	9.00	8.00	8.00	6.00	34.00	\$ 1,020.00
	CAT 318 Excavator	Hour	\$ 85.00	3.00	9.00	8.00	8.00	6.00	34.00	\$ 2,890.00
	Leased Tandem w/ Driver	Hour	\$ 106.00	8.50	8.50	8.50	8.50	4.00	38.00	\$ 4,028.00
	Concrete Saw	Hour	\$ 45.00	3.00	-	1.00	-	-	4.00	\$ 180.00
	JCD Lowboy w/ Driver	Hour	\$ 145.00	-	4.00	-	3.00	7.00	14.00	\$ 2,030.00
	Sewer Push Camera	LS	\$ 25.00	-	1.00	-	-	-	1.00	\$ 25.00
	Trench Box	Day	\$ 100.00	-	1.00	1.00	-	-	2.00	\$ 200.00
	Aluminum Box	Day	\$ 100.00	-	-	-	1.00	-	1.00	\$ 100.00
	Traffic Control Invoice	Lump Sum	\$ 1,207.50	0.50	-	-	-	0.50	1.00	\$ 1,207.50
									Equipment	\$ 11,680.50
	CA-7 Rock/J&L	Ton	\$ 23.29	10.23	-	-	-	-	10.23	\$ 238.26
	6" SDR 26 Pipe	Foot	\$ 11.64	-	17.50	14.00	17.50	-	49.00	\$ 570.36
	6" SDR 26 45 Bend	Each	\$ 66.61	-	1.00	-	-	-	1.00	\$ 66.61
	Flowable Fill	Yard	\$ 55.20	-	-	36.00	27.00	-	63.00	\$ 3,477.60
	6" SDR 26 22 Bend	Each	\$ 77.31	-	-	2.00	-	-	2.00	\$ 154.62
	High Strength Concrete	Bag	\$ 6.35	-	-	1.00	-	-	1.00	\$ 6.35
	6" Strongback Coupling	Each	\$ 58.76	-	-	-	1.00	-	1.00	\$ 58.76
	CA-6	Ton	\$ 14.95	-	-	12.78	-	-	12.78	\$ 191.06
	Dump Fee	Each	\$ 50.00	-	-	2.00	2.00	1.00	5.00	\$ 250.00
									Materials	\$ 5,013.62
									Total	\$ 32,699.62



Transmittal

Date: 11/09/2022

1515 W. Luthy Drive Peoria, IL 61615 Phone (309) 689-1596 Fax (309) 689-1599

To: City of Pekin
111 S. Capitol St
Pekin IL 61554

JCD Job #: 90023004

Job Name: Summer St. & Park Ave Manhole Re
Intersection of Summer St. & Park A
Pekin IL 61554

Attn:

Prepared By: Christopher Dillon

Item	Quantity	Description
1	1	Progress Billing 01-Final

Notes

Signed: _____

Please sign and date this form as proof that you are in receipt of the above listed items.
Return form to J. C. Dillon, Inc.

Signed: _____ Date: _____



Contract Invoice

Invoice#: 10623

Date: 09/30/2022

1515 W. Luthy Dr. Peoria, IL 61615 Phone (309) 689-1596 Fax (309) 689-1599

Project#: 90023004

Billed To: City of Pekin
111 S. Capitol St
Pekin IL 61554

Project: Summer St. & Park Ave Manhole Replac
Intersection of Summer St. & Park Ave.
Pekin IL 61554

Due Date: 10/30/2022**Terms:** 30DY**Order#**

Description	Amount
Progress Billing# 1	50,295.90

A service charge of 24% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Visa and Mastercard Accepted

Visit our website @ jcdilloninc.com

Non-Taxable Amount:	50,295.90
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	50,295.90

Attachment: Exhibit B - JCD Park and Summer (3275 : Resolution No. 500-22/23 Authorization of Expenditure for Emergency Sewer Repairs)



P.O. Box 3590 Peoria, IL 61612 Phone (309) 689-1596 Fax (309) 689-1599

Owner: City of Pekin
111 S. Capitol St
Pekin IL 61554

Job Location: Summer St. & Park Ave Manhole Replacement
Intersection of Summer St. & Park Ave.
Pekin IL 61554

Progress Billing

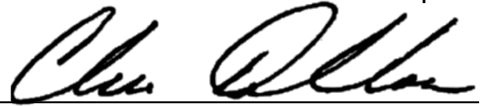
Application: 1
Period: 09/30/2022
JCD Job #: 90023004
Client Job #:

Application For Payment On Contract

Original Contract.....	50,295.90
Net Change by Change Orders.....	0.00
Contract Sum to Date.....	50,295.90
Total Complete to Date.....	50,295.90
Total Retained.....	0.00
Total Earned Less Retained.....	50,295.90
Less Previous Billings.....	0.00
Current Payment Due.....	50,295.90
Balance on Contract.....	0.00

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor:  Date: 09/30/2022

Terms: Invoices are due and payable 30 days from the date of invoice. All overdue amounts will be charged a service charge of 24% per annum. Please make checks payable to J.C. Dillon, Inc.

Thank you for your prompt payment.

PROGRESS BILLING

Application: 1

Period: 09/30/2022

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
50001.000 Labor	23,327.00		23,327.00		23,327.00		23,327.00	100.00		
50001.000 Equipment	15,977.00		15,977.00		15,977.00		15,977.00	100.00		
50001.000 Materials	10,991.90		10,991.90		10,991.90		10,991.90	100.00		
Totals:	50,295.90		50,295.90		50,295.90		50,295.90	100.00		

Item	Description	Unit	Unit \$	9/1/2022	9/2/2022	9/6/2022	9/7/2022	9/8/2022	9/9/2022	9/12/2022	Total	Amount
	Laborer Foreman	Hour	\$ 110.00	8.00	8.00	8.00	8.00	8.00	4.00	-	44.00	\$ 4,840.00
	Laborer	Hour	\$ 98.00	16.00	16.00	16.00	16.00	16.00	12.00	8.00	100.00	\$ 9,800.00
	Operator	Hour	\$ 120.00	10.00	8.00	10.00	8.00	16.00	8.00	2.00	62.00	\$ 7,440.00
	Laborer Foreman OT	Hour	\$ 145.00	0.50	0.50	0.50	0.50	1.50	0.50	-	4.00	\$ 580.00
	Laborer OT	Hour	\$ 128.00	-	-	-	-	1.00	-	-	1.00	\$ 128.00
	Operator OT	Hour	\$ 154.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	3.50	\$ 539.00
											Labor	\$ 23,327.00
	Service Truck	Hour	\$ 30.00	8.50	8.50	8.50	8.50	9.50	4.00	-	47.50	\$ 1,425.00
	CAT 315 Excavator	Hour	\$ 110.00	8.00	8.00	8.00	8.00	8.00	8.00	2.00	50.00	\$ 5,500.00
	Leased Tandem w/ Driver	Hour	\$ 106.00	8.00	8.50	8.50	8.50	8.50	-	3.00	45.00	\$ 4,770.00
	Aluminum Box	Day	\$ 100.00	-	-	1.00	1.00	-	-	-	2.00	\$ 200.00
	Drive Sheets	Day	\$ 50.00	-	-	5.00	6.00	6.00	-	-	17.00	\$ 850.00
	Construction Barrels	Day	\$ 2.00	6.00	6.00	6.00	6.00	6.00	6.00	-	36.00	\$ 72.00
	JCD Lowboy w/ Driver	Hour	\$ 155.00	5.00	6.00	4.00	-	-	3.00	-	18.00	\$ 2,790.00
	JCD Lowboy w/ Driver OT	Hour	\$ 190.00	0.50	0.50						1.00	\$ 190.00
	Concrete Road Saw	Hour	\$ 45.00	2.00	-	2.00	-	-	-	-	4.00	\$ 180.00
											Equipment	\$ 15,977.00
	12" SDR 26 PVC Pipe	LF	\$ 41.71			28.00					28.00	\$ 1,167.88
	12" SDR 26 90	Each	\$ 443.29			4.00					4.00	\$ 1,773.16
	Pipe Lube	Each	\$ 18.40			1.00					1.00	\$ 18.40
	24x34x2 Rubber Riser Ring	Each	\$ 152.72			1.00					1.00	\$ 152.72
	10" SDR 35 PVC	LF	\$ 22.56				28.00				28.00	\$ 631.68
	Concrete,PCC,Fibers,Mid Load,2 CY	LS	\$ 433.71	-	-	-	1.00	-	-	-	1.00	\$ 433.71
	Flowable Fill	Yard	\$ 55.20	-	-	-	16.00	27.00	18.00	-	61.00	\$ 3,367.20
	CM-7 / J&L Dock	Ton	\$ 23.29	-	-	-	8.06	-	-	8.06	16.12	\$ 375.43
	CM-7/JCD Shop	Ton	\$ 26.36				3.96				3.96	\$ 104.39
	Hydraulic Cement/Mathis Kelly	Each	\$ 61.54					1.00			1.00	\$ 61.54
	Mortor Mix,80 LB	Each	\$ 11.04	1.00							1.00	\$ 11.04
	18" ADS Pipe	Foot	\$ 31.50	-	-	-	3.00	-	-	-	3.00	\$ 94.50
	12" x 4' Dia. Manhole-Complete/Leman	Each	\$ 2,392.00	-	-	-	-	-	1.00	-	1.00	\$ 2,392.00
	Storm Frame & Lid	Each	\$ 408.25	-	-	-	-	-	1.00	-	1.00	\$ 408.25
											Materials	\$ 10,991.90
											Total	\$ 50,295.90



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 501-22/23 Approve Purchase of Bobcat L28

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City put out an RFP for snow removal for an outside contractor to remove snow on the key areas within the City where it is not reasonable for homeowners to be expected to plow snow on sidewalks. The City received no bids from contractors. Therefore staff is going to attempt to clear the sidewalks on the City of Pekin Performed Snow Removal List. The sidewalks on that list are as follows: sidewalks on Court Street (except downtown where the sidewalk is wider), Parkway, Broadway, 14th Street, Ann Eliza, Margaret **where sidewalk touches the back of curb**. Snow removal on these sidewalks will be performed by staff after roadway snow has been cleared. Staff is requesting a smaller model skidsteer that will fit better on the narrow sidewalk width. A hydraulically angled broom and snow v-blade are also requested.

FINANCIAL IMPACT:

Requested Amount: \$55,354.00
 Line Item: 100-032-587000
 Budgeted Amount: \$0
 Remaining Funds: \$0, note that this item will be paid for using money from employee vacancies and reserves, if needed.

IMPACT IF APPROVED: The Bobcat L28 will be purchased.

IMPACT IF DENIED: The Bobcat L28 will not be purchased.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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:

Date:

Resolution No. 501-22/23 Approve Purchase of Bobcat L28

WHEREAS, the Public Works Department has a need for a small Skid Steer, Snow V-blade attachment, and Angle Broom attachment for the purposes of sidewalk snow removal; and

WHEREAS, the Street Division will also be able to use the Skid Steer for numerous other tasks throughout the year; and

WHEREAS, the City requested a quote from Bobcat of Peoria Inc. in Peoria, IL for a Bobcat L28 small articulated loader; and

WHEREAS, the quote submitted by Bobcat of Peoria Inc. utilized the state bid price for the Skid Steer; and

WHEREAS, the City Council finds it is in the best interests of the City to approve the purchase of the Skid Steer, Snow V-blade attachment, and Angle Broom attachment.

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

Section 1. The above recitals are found to be true and correct and are adopted and incorporated herein.

Section 2. The City Council hereby approves the purchase of a Bobcat L28 small articulated loader with a Snow V-blade attachment and Angle Broom attachment pursuant to the proposal attached hereto as Exhibit A. The Mayor and City Clerk are authorized to execute such documents as necessary to complete the approved 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



Product Quotation

Quotation Number: 40093D040157

Date: 2022-11-02 09:12:20

Ship to

Pekin Streets Department
1208 Koch St.
Pekin, IL 61554

Bobcat Dealer

Bobcat of Peoria Inc, Peoria, IL
100 STARR LANE
PEORIA IL 61604
Contact: Matt Cushing
Cellular: 309-275-0268
E Mail: bobcatmatt@hotmail.com

Bill To

Pekin Streets Department
1208 Koch St.
Pekin, IL 61554

Description	Part No	Qty	Price Ea.	Total
Bobcat L28 Small Articulated Loader	M1403	1	\$41,880.00	\$41,880.00
24.8 HP Tier 4 Diesel Engine	Lift Arm Support Device			
Telescopic Lift Arm (24" extension)	LED Work Lights, 2-Front & 1-Rear			
Auxiliary Hydraulics: Variable Flow 12 GPM	Operator Canopy:			
Articulation Lock Bar	Cup holder, Adjustable Suspension Seat, Retractable Seat Belt			
Backup Alarm	Roll Over Protective Structure (ROPS) meets ISO 3471			
Bob-Tach	Falling Object Protective Structure (FOPS) meets ISO 3449, Level I			
Operator Interlock Control System - Integrated in Left Arm Rest	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls:	Tires: 8 Ply 23-10.50x12 Turf (46.5" wide)			
Forward & Reverse foot pedals with joystick controlled workgroup functions & variable control switches for auxiliary hydraulics	Warranty: 1 year, or Unlimited hours whichever occurs first			
Engine/Hydraulic Systems Shutdown				
Glow Plugs (Automatically Activated)				
Horn				
Instrumentation:				
Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights				
Power Bob-Tach	M1403-R06-C02	1	\$0.00	\$0.00
Radio	M1403-R26-C02	1	\$0.00	\$0.00
Traction Assist	M1403-R60-C02	1	\$0.00	\$0.00
44" SAL Utility Bucket	7387672	1	\$979.00	\$979.00
60" Snow V-Blade, 7 Pin	7104861	1	\$5,792.00	\$5,792.00
--- 14 Pin T-Harness - Stump Grinders	6725383	1	\$326.00	\$326.00
--- Attachment Control Kit	7427921	1	\$473.00	\$473.00
--- V Blade Hose Kit	7415232	1	\$68.00	\$68.00
52" Angle Broom	M7043	1	\$5,080.00	\$5,080.00
--- 52" Angle Broom with 10.3 motor	M7043-R02-C01	1	\$635.00	\$635.00
--- Kit Hose extension	7409112	1	\$121.00	\$121.00
--- Attachment Control Kit	7352044	1	\$0.00	\$0.00

Total of Items Quoted	\$55,354.00
Quote Total - US dollars	\$55,354.00

Notes:

L28 and Bucket in Stock. Broom and Blade would be ordered.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 502-22/23 Approve Sidewalk Snow Removal Staff Plan

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City put out an RFP for snow removal for an outside contractor to remove snow on the key areas within the City where it is not reasonable for homeowners to be expected to plow snow on sidewalks. The City received no bids from contractors. Therefore staff is going to attempt to clear the sidewalks on the City of Pekin Performed Snow Removal List. The sidewalks on that list are as follows: sidewalks on Court Street (except downtown where the sidewalk is wider), Parkway, Broadway, 14th Street, Ann Eliza, Margaret **where sidewalk touches the back of curb.**

Staff plans to purchase a Bobcat L28 for the purposes of removing snow on sidewalks as stated in the previous agenda item. Staff does not believe that one piece of equipment will be sufficient to remove the snow in a timely manner on all of these routes. Therefore, staff recommends the rental of an additional Bobcat L28. The rental cost for 3 months and 120 hours of use is \$6300.00 plus \$52.50 an hour for use over 120 hours.

For heavy snow events where City staff cannot handle the work load, staff also recommends using hired contractors on a time and material basis to help clear snow. Staff plans to use David Burling Excavating, Wayne Litwiller Excavating, Mucciante companies Ltd, and DreamScapes LLC. Other companies may also be utilized if staff does not see a timely and efficient response.

FINANCIAL IMPACT:

Requested Amount: Not to Exceed \$100,000.00
 Line Item: 100-032-524000: \$12,000.00, 100-032-569000: Not to Exceed \$90,000.00
 Budgeted Amount: 100-032-524000: \$45,000.00, 100-032-569000: \$7,500
 Remaining Funds: 100-032-524000: \$35,119.90, 100-032-569000: \$2,641.85. Excess will be paid for with reserves.

IMPACT IF APPROVED: A Bobcat L28 will be rented for 3 months, and outside contractors will be used on an as needed basis for snow removal on sidewalks.

IMPACT IF DENIED: The Bobcat will not be rented, and no outside contractors will be used to help with snow removal on sidewalks.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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:

Date:

Resolution No. 502-22/23 Approve Sidewalk Snow Removal Staff Plan

WHEREAS, the Public Works Department has a need for a small Skid Steer for the purposes of sidewalk snow removal; and

WHEREAS, the City requested a quote from Bobcat of Peoria Inc. in Peoria, IL to rent a Bobcat L28 small articulated loader; and

WHEREAS, the quote submitted by Bobcat of Peoria Inc. is attached in Exhibit A; and

WHEREAS, the City Council finds it is in the best interests of the City to approve the rental of a Bobcat L28; and

WHEREAS, even with two skid steers, staff will likely not be able to remove the snow on all applicable sidewalks in a reasonable amount of time; and

WHEREAS, independent contractors are willing to work for the City on a time and material basis to remove snow;

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

Section 1. The above recitals are found to be true and correct and are adopted and incorporated herein.

Section 2. The City Council hereby approves the rental of a Bobcat L28 small articulated loader. The City Engineer is authorized to execute such documents as necessary to complete the rental.

Section 3. The City Council hereby approves the use of outside contractors for snow removal on a time and material basis.

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

MAYOR

ATTEST:

CITY CLERK

2022 Snow Removal Program

1. This Snow Removal Program is for 3 months.
2. All snow rentals will start when customer takes the Bobcat
3. Snow rental reservations will be on a first-come-first-served basis and subject to inventory availability.
4. This plan applies only to snow removal rentals, for Snow Removal ONLY!
5. The customer must commit to a 3 month rental term.
6. The customer will be billed at the designated rate for each month.
7. The customer has 40 hours for each month or 120 hours for the term of the rental.
8. The customer will be billed for overage hours at the end of the rental period at an hourly rate. The rate is calculated by dividing the Snow Removal Monthly Rate by 40.
9. There will be no extensions or credits for unused hours. No exceptions!
10. There will be no credits given for early return. We do not control the weather!
11. At the time that the rental reaches its term, the rental rate will go back to the standard rate if the customer chooses to continue to rent the unit. At this time hours will be collected and billed out for the final billing of the snow rental. There will be a new contract opened for the continuation of the rental at this time.
12. Again, all rentals will start when equipment is delivered.

Customer: City of Pekin

Snow Removal Items - Start Date 12/1/18			
QTY	Model	Description	Monthly Rate
1	L28	Small Articulating Loader w/ Bucket	\$2,100.00
		At end of rental once rental bill is paid	
		50% of rent will be applied to purchase	

DELIVERY/PICKUP - YES ☒ NO ☐

Smooth Bucket - Yes ☒ No ☐

Bobcat of Peoria

Date

Customer

Date

Bobcat of Peoria
100 S. Starr Ln.
Bellevue, IL 61604

Office Hours 7:30am - 5:00pm
Ph. 309-697-0076
Fax 309-697-8202



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Justin Reeise, Public Works Director

AGENDA ITEM: Resolution No. 503-22/23 Purchase of New Salt Storage Building

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Resolution to approve the purchase of a new salt storage building through Greenfield Contractors in the amount of \$107,258.40. The proposal was prepared under Sourcewell contract #091319-CLH.

This project was included in the Capital Improvement Budget for FY23, and is budgeted to be paid from BDD, TIF, and General Fund Reserves. The current salt storage building has reached the end of its useful life and needs replacement. Staff has reviewed options available on feels the pre-engineered fabric covered building best meets the needs and budget of the City, Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$107,258.40
 Line Item: 100-068-580400 \$33K, 270-270-580400 \$63K, 273-273-580400 \$11K
 Budgeted Amount: \$136,143
 Remaining Funds: \$136,143

IMPACT IF APPROVED: Purchase will be made

IMPACT IF DENIED: Purchase will not be made.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 503-22/23 Purchase of New Salt Storage Building

WHEREAS, the City's current salt storage building has reached the end of its useful life and needs to be replaced; and

WHEREAS, the City obtained a proposal through Sourcewell for the purchase of a new salt storage building from Greenfield Contractors, LLC, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council finds the proposal submitted by Greenfield Contractors, LLC is reasonable and meets the needs of the City.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The purchase of a new salt storage building pursuant to the proposal submitted by Greenfield Contractors, LLC and attached hereto as Exhibit A is approved. The Mayor is authorized to execute any documents necessary to complete the purchase approved herein.

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

MAYOR

ATTEST:

CITY CLERK



1012 N Santa Fe Ave Ste B
Princeville IL 61559
(309) 385-1859

7.5.a

May be withdrawn if not signed
within 7 days

Contract

deschneider@ci.pekin.il.us

309-210-8717

FOB	Date	Contract #
Tara, On	9/26/2022	04331
Terms	1.5% 10; net 30	

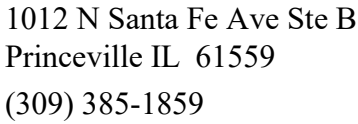
Bill To	Ship To	Ref #	
City of Pekin Dean Schneider 1208 Koch St Pekin, Illinois	1208 Koch St Pekin, Illinois		
Description	Qty	Rate	Total
Fabric Covered Building Kit - Estimate is now SOURCE WELL # 091319-CLH - Building Series CC - 52'x94' with 14' Truss Centers - Cover Termination 1' Below Baseplate - Wall Mount - Includes 1 Solid End Wall with 1 Black Mesh Vent 48x48 - Main Roof and End Wall Color: _____ White _____ - Roof End Trim Color: _____ White _____ - Foundation Type: Concrete Blocks - 105 Lb Snow Load and 25 mph Wind Load - Designed According to 2018 IBC with stamped drawings included - Hot Dip Galvanized Structural steel, Fasteners, and Purlins. - 15 Year Manufacturer's Warranty on Structural Steel - 15 Year Manufacturer's Warranty on Fabric Roof Covers - 25 Year Manufacturer's Warranty on Elite Fabric Roof Covers - 1 Year Labor Warranty - All Covers Treated With UV Inhibitors to Extend Cover Life. Covers Designed With Patented Anti-Tear Membrane *If Nothing is Written Above White is Assumed. Standard Colors Are as Follows: White, Tan/Beige, Dark Blue, Green, and Red - All Covers are Manufactured With Patented Anti-Tear Membrane, are UV Stabilized, and Fungal Resistant - Freight Is not Included - Tax Is Not Included ***Unloading of Building Materials from Semi by Customer. (Must Have Equipment with Forks capable of lifting up to 2750lbs)*** Typical Building Material Delivery in 10-12 weeks			50,402.40

Approval of contract includes the eight terms and conditions items listed above.
Customer Signature:

Date:

Greenfield Signature
Lucas Young
lyoung@greenfield-contractors.com
9/26/2022
Page 1

Total



May be withdrawn if not signed
within 7 days

309-210-8717

FOB	Date	Contract #
Tara, On	9/26/2022	04331
Terms	1.5% 10; net 30	

Total

Attachment: Greenfield Proposal (3230 : Resolution No. 503-22/23 Purchase of New Salt Storage Building)



1012 N Santa Fe Ave Ste B
Princeville IL 61559
(309) 385-1859

7.5.a

May be withdrawn if not signed
within 7 days

Contract

deschneider@ci.pekin.il.us

309-210-8717

FOB	Date	Contract #
Tara, On	9/26/2022	04331
Terms	1.5% 10; net 30	

Bill To	Ship To		Ref #
City of Pekin Dean Schneider 1208 Koch St Pekin, Illinois	1208 Koch St Pekin, Illinois		
Description	Qty	Rate	Total
Quoted lead times are subject to change without notice due to COVID-19. Greenfield Contractors LLC will make every reasonable effort to minimize the time delays. Payment Terms 25% Down Payment 50% Due on Building Delivery 25% Due on Completion Make checks payable to Greenfield Contractors LLC TERMS AND CONDITIONS: 1. Builder's Risk insurance provided by others to cover losses due to acts of God, theft, etc. This can be provided for an extra charge. 2. 120 volt 30 amp electrical service brought to jobsite by others. A generator charge of \$20 per day will apply if electrical service is unavailable. 3. Location of private underground utilities by others 4. Building permits provided by others 5. Owner to provide level building site. Additional charges will apply for building sites more than 3" out of level. 6. Labor includes one mobilization, un-conditional site access, inside of building and 20' on sides and 30' on ends of buildings of clear, hard and flat surface 7. Greenfield Contractors LLC reserves the right re-schedule the installation and charge an additional mobilization if the site is ill prepared 8. Customer to dispose of remaining construction debris left by construction crew		0.00	0.00

Approval of contract includes the eight terms and conditions items listed above.
Customer Signature:

Date:

Greenfield Signature

Lucas Young
lyoung@greenfield-contractors.com
9/26/2022

Page 3

Total \$107,258.40

Packet Pg. 335

Attachment: Greenfield Proposal (3230 : Resolution No. 503-22/23 Purchase of New Salt Storage Building)



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Diana Rock,

AGENDA ITEM: Resolution No. 504-22/23 Side letters of Agreement for Residency

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Approve side letter of agreement with fire, police and Teamster's union to change residency requirement. Eliminating the residency requirement will help in recruiting top talent within the departments.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Improve recruiting

IMPACT IF DENIED: Limit recruiting

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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:

Date:

Resolution No. 504-22/23 Union Side Letters for Residency

WHEREAS, on August 8, 2022, the City Council adopted Resolution No. 465-22/23, which amended the Employee Handbook to eliminate the residency requirement for most employees of the City; and

WHEREAS, the City has negotiated with the Pekin Police Benevolent Labor Committee, the Teamsters, Chauffers, and Helpers Local Union 627, and the Pekin Firefighters IAFF Local 524 (the “Unions”) to remove or modify the residency requirements located in their respective collective bargaining agreements.

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

Section 1. The above recitals are found to be true and correct and are adopted herein.

Section 2. The Side Letters of Agreement with the Unions attached hereto as Exhibit A are adopted and approved. The Mayor is authorized to execute the Side Letters on behalf of the City.

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

MAYOR

ATTEST:

CITY CLERK

SIDE LETTER OF AGREEMENT
BETWEEN THE
CITY OF PEKIN AND THE
PEKIN POLICE BENEVOLENT LABOR COMMITTEE

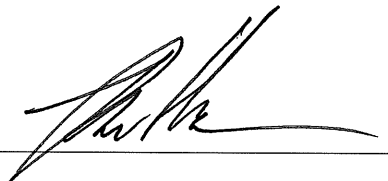
The City of Pekin (City) and the Pekin Police Benevolent Labor Committee (Union), for the remaining effect of their current collective bargaining agreement (CBA), collectively hereafter referred to as the "Parties," which spans from May of 2019 to April 2023, agree to the following terms:

1. Article 38 of the CBA regarding residency is hereby repealed and reserved for any other future use mutually agreed upon by the Parties.
2. In the event that a position necessitates an "immediate response" assignment to work, the Union and the City agree that any "immediate response" times shall not exceed one (1) hour in length. Employees with an "immediate response" assignment include, but are not limited to the following:
 - CIERT,
 - ILEAS,
 - K9, and
 - Investigations

Employees with an "immediate response" assignment shall live within a distance where response time to the Pekin Police Department is not to exceed one (1) hour in length.

AGREEMENT ACKNOWLEDGED this 27th day of October, 2022:

 Mark Luft, Pekin Mayor


 Richard Von Rohr, Pekin PBLC

SIDE LETTER OF AGREEMENT
BETWEEN THE
CITY OF PEKIN AND THE
TEAMSTERS, CHAUFFERS, AND HELPERS LOCAL UNION 627

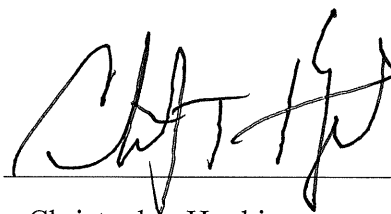
The City of Pekin (City) and the Teamsters, Chauffers, and Helpers Local Union 627 (Union), collectively hereafter referred to as the "Parties", for the remaining effect of their current collective bargaining agreement ("CBA") which spans from May of 2020 to April 2024, agree to the following terms:

1. Article 38 of the CBA regarding residency is hereby repealed and reserved for any other future use mutually agreed upon by the Parties.
2. In the event that a position necessitates an "immediate response" to work, the Union and the City agree that any "immediate response" times shall not exceed one (1) hour. Employee positions with an "immediate response" assignment include, but are not limited to the following:
 - Custodian I,
 - Custodian II, and
 - Custodian (P/T).

Employees with an "immediate response" assignment shall live within a distance where response time to the City is not to exceed one (1) hour in length.

AGREEMENT ACKNOWLEDGED this _____ day of October, 2022:

 Mark Luft, Pekin Mayor



 Christopher Hopkins
 Recording Secretary,
 Teamsters and Chauffers Local 627

SIDE LETTER OF AGREEMENT
BETWEEN THE
CITY OF PEKIN AND THE
PEKIN FIREFIGHTERS IAFF LOCAL 524

The City of Pekin (City) and the Pekin Firefighters IAFF Local 524 (Union), for the remaining effect of their current collective bargaining agreement (CBA), collectively hereafter referred to as the "Parties" which maps from May of 2021 to April 2026, agree to the following terms:

1. Article 38 of the CBA regarding residency is hereby repealed and reserved for any other future use mutually agreed upon by the parties.

AGREEMENT ACKNOWLEDGED this _____ day of November, 2022:

Mark Luft, Pekin Mayor

Matt Rademaker, IAFF Local 524 President

Steve Tennant, IAFF Local 524 Secretary

Resolution No. 465-22/23

Amendment to the City's Residency Requirement

WHEREAS, the City of Pekin reviewed existing policies and amended the Employee Handbook and Personnel Policy as follows:

- Resolution No. 140 dated March 25, 1996
- Resolution No. 70
- Resolution No. 392 dated March 8, 1999
- Resolution No. 50 Email Policy dated April 11, 2000
- Resolution No. 177 Sexual Harassment Policy dated April 22, 2002
- Resolution No. 123-05/06 New Personnel Policy for Employees dated September 12, 2005
- Resolution No. 178-06/07 dated December 11, 2006
 - 8.3 E-Mail and the Internet
- Resolution No.190-06/07 dated March 26, 2007
 - 6.2 Inclement Weather
 - 4.8 Vacation
 - 8.3 Email and Internet Policy
 - 6.8 Compensatory Time Off (Comp Time)
- Resolution No. 16-07/18 dated October 9, 2007
 - 9.3 Personal Telephone Calls
- Resolution No. 52-08/09 dated August 25, 2008
 - 8.6 Smoking Policy
- Resolution No.35-10/11 dated January 25, 2010
 - 4.8 Vacation
 - 4.10 Pay Upon Retirement
- Resolution No.91-10/11 dated April 11, 2011
 - 2.9 Residency
- Resolution No.57-12/13: Adoption of the Employee Handbook 2012;
- Resolution No.107-20/21 (5/26/2020)(various changes); and

WHEREAS, it is in the best interest of the City of Pekin that the Employee Handbook reflect federal and state law changes as well as updating sections for modern and healthy work force and work environment as well as using modern language; and

WHEREAS, it is in the best interest of the City of Pekin to adopt the Residency Requirement amendments of Section 2.10 attached hereto as Exhibit A.

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 residency requirement amendment of Section 2.10 of the Employee Handbook attached hereto as Exhibit A is adopted in its entirety and will replace the existing Section 2.10 in the present Employee Handbook.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 8th day of August, 2022.

Attachment: Employee Handbook Residency (3276 : Resolution No. 504-22/23 Side letters of Agreement for Residency)

2.10 RESIDENCY REQUIREMENT

General Conditions. Residency requirements for employees covered under collective bargaining agreements shall be governed by those agreements. Employees not covered under any collective bargaining agreement shall not be held to any residency requirement.

The City of Pekin encourages employees to live within the corporate City limits and from time to time may provide incentives to those employees that reside within the corporate City limits. The City of Pekin may also provide assistance to employees choosing to move into the corporate City limits through its incentive program if funded annually in the budget.

Hiring preference will be given to a candidate of equal hiring value for open positions to candidates living within the corporate City limits.

Special Conditions. Employees occupying the following positions shall be required to live within the corporate limits of the City of Pekin: City Manager, Assistant City Manager, Public Works Director, Police Chief, and Fire Chief.

Exemptions. Any exemption to the residency requirement must be authorized in writing by the City Manager and approved through consensus of the City Council. Residency for any proposed candidate may be waived upon consensus of the City Council.

An employee who fails to meet the residency requirement shall face discipline, up to and including termination.

Exhibit A

2.10 RESIDENCY REQUIREMENT

General Conditions. ~~All employees shall reside within the 10 miles of the corporate City limits.~~ Residency requirements for employees covered under collective bargaining agreements shall be governed by those agreements. ~~Employees not covered under any collective bargaining agreement shall not be held to any residency requirement. Residency requirements for non-union-sworn police and fire personnel shall also be governed by the police and fire collective bargaining agreements. Employees hired prior to May 1, 2020 may be grandfathered at the current residence; however, if an employee chooses to move, they must reside within the 10-mile radius of the corporate City limits.~~

~~Newly hired employees who do not reside within 10 miles radius of the corporate City Limits may have up to twelve (12) months from the end of their Probationary Period to establish residency.~~

The City of Pekin encourages employees to live within the corporate City limits and from time to time may provide incentives to those employees that reside within the corporate City limits. The City of Pekin may also provide assistance to employees choosing to move into the corporate City limits through its incentive program if funded annually in the budget.

Hiring preference will be given to a candidate of equal hiring value for open positions to candidates living within the corporate City limits.

Special Conditions. Employees occupying the following positions shall be required to live within the corporate limits of the City of Pekin: City Manager, Assistant City Manager, Public Works Director, Police Chief, and Fire Chief.

Exemptions. Any exemption to the residency requirement must be authorized in writing by the City Manager and approved through consensus of the City Council. Residency for any proposed candidate may be waived upon consensus of the City Council.

An employee who fails to meet the residency requirement shall ~~be terminated~~ face discipline, up to and including termination.



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: Resolution No. 505-22/23 Property Tax Levy Determination Per Truth in Taxation Act

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Illinois Truth in Taxation Act requires the governing body of a municipality to determine the amount of money estimated to be necessary to be raised by taxation. This must be done at least 20 days before the final adoption of the tax levy. The estimated amount of the proposed current year levy is compared with the amount of property taxes extended for the government in the prior year. If the proposed levy is greater than 105 percent of the previous year's extension, then the municipality must hold a Truth in Taxation public hearing and publish a notice of the hearing in a newspaper.

FINANCIAL IMPACT: The attached resolution states that the City's intention is to not exceed 105% of its 2021 tax extension for the City of Pekin or the Pekin Public Library. This amounts to \$4,699,812 and \$1,619,911, respectively. If the 2022 tax levy request is kept under a 5% increase, a Truth in Taxation public hearing is not required. Because there needs to be a 20 day timespan after the estimated 2022 tax levy is approved, the final adoption of the tax levy will take place at the December 12, 2022 city council meeting.

Staff is anticipating to propose the following 2021 levy amounts for the City and Library:

	<u>2021</u>	<u>2022</u>	<u>Change%</u>
• City	\$4,699,812	\$4,699,812	0.00%
• Public Library	<u>\$1,619,911</u>	<u>\$1,619,911</u>	<u>0.00%</u>
	\$6,319,723	\$6,319,723	0.00%

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: The City Council will set an upper threshold for the 2022 tax levy that is not to exceed 105% of the previous year's levy.

IMPACT IF DENIED: The City Council will have to establish another estimate of the tax levy.

ALTERNATIVES: If the City Council desired, it could instead state an intention to exceed 105% of its 2021 tax extension, thus paving the way to hold a public Truth in Taxation Hearing and then in December adopt a levy extension that exceeds 105% of the 2021 tax extension.

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):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

11/9/2022

Date:

City Manager:

Date:

Resolution No. 505-22/23 Property Tax Levy Determination Per Truth in Taxation Act

WHEREAS, Section 18-60 of the Truth in Taxation Law, 35 ILCS 200/18-60, requires the corporate authority of each taxing district, not less than 20 days prior to the adoption of its aggregate tax levy, to estimate the amounts of money necessary to be raised by taxation for that year upon the taxable property in its district; and

WHEREAS, Section 18-70 of the Truth in Taxation Law, 35 ILCS 200/18-70, requires the corporate authority of each taxing district to give public notice of and hold a public hearing on its intent to adopt an aggregate tax levy, if the estimated amounts to be levied exceed 105% of the property taxes extended or estimated to be extended, including any amount abated prior to such extension, upon the levy of the preceding year.

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

Section 1. The City has determined the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the Election Law, estimated to be necessary to be raised by taxation for the 2022 tax levy for the City of Pekin shall not exceed \$4,934,802 which is not more than 105% of the aggregate extensions for the 2021 tax levy of \$4,699,812.

Section 2. The City has determined the amount of money estimated to be necessary to be raised by taxation for the 2022 tax levy for the Pekin Public Library shall not exceed \$1,700,906 which is not more than 105% of the aggregate extensions for the 2021 tax levy of \$1,619,911.

Section 3. Pursuant to the Truth in Taxation Law, the corporate authority will not be required to hold a public hearing.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 506-22/23 Amending Resolution for Appointment of Interim City Manager

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Bruce Marston was appointed Interim City Manager by action taken by the City Council on October 24, 2022. The appointment was for a period of 90 days, or the appointment of a permanent City Manager, whichever occurred first. Mr. Marston was to continue to undertake the duties of his current position of Finance Director while acting as Interim City Manager, with a salary of \$140,000.00 per year during the period in which he served in both positions.

In order to ensure effective and efficient continuity of operations, and in light of the time necessary to conduct a meaningful search for a permanent City Manager, and in recognition that since the upgrade in 2019 of the duties and responsibilities of the Finance Director to include the duties and responsibilities of the City Treasurer, Mr. Marston requests that the term of his appointment to Interim City Manager be modified to a period of at least 90 days, and after 90 days shall continue until the appointment of a permanent City Manager, and shall receive a salary of \$151,000 per year for the period in which he serves in both positions, effective October 24, 2022.

The additional salary of \$11,000.00 per year represents an increase over the original salary of approximately \$2,750.00 over the 90 day period.

FINANCIAL IMPACT: Approximately \$2,750.00 increase over 90 days

Requested Amount: Approximately \$423.00 additional per pay period for the appointment term

Line Item: Various department salary lines

Budgeted Amount: \$185,000.00

Remaining Funds: \$0

IMPACT IF APPROVED: Adjustment of the term and salary of the Interim City Manager

IMPACT IF DENIED: No adjustment of the term and salary of the Interim City Manager

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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:

Date:

Resolution No. 506-22/23 Amending Resolution No 498-22/23 Appointment of Interim City Manager

WHEREAS, the City of Pekin is a home rule municipality operating under the City Manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 et seq.);

WHEREAS, under the Managerial Form of municipal government, the City Manager is appointed by the City Council;

WHEREAS, the City Council has determined it is in the best interest of the City to appoint an Interim City Manager to serve in that role pending a formal search for a new City Manager;

WHEREAS, the City Council adopted resolution No. 498-22/23 on October 24, 2022, Appointing Bruce Marston Interim City Manager; and

WHEREAS, the City Council and the Interim City Manager desire to modify the terms of the Interim appointment.

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. Bruce Marston is appointed as Interim City Manager, effective October 25, 2022. This appointment shall continue for a period of 90 days, or the appointment of a permanent City Manager, whichever shall occur first.

Section 3. Bruce Marson shall continue to undertake the duties of his current position of Finance Director for the City while acting as Interim City Manager. He shall receive a salary of \$151,000.00 per year for the period in which he serves in both positions, but in no case less than 90 days. Upon termination or expiration of his appointment as Interim City Manager, his salary shall return to the amount he was being paid on the day immediately preceding his appointment as Interim 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

Resolution No. 498-22/23
APPOINTMENT OF INTERIM CITY MANAGER

WHEREAS, the City of Pekin is a home rule municipality operating under the City Manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 et seq.); and

WHEREAS, under the Managerial Form of municipal government, the City Manager is appointed by the City Council; and

WHEREAS, the City Council has determined it is in the best interest of the City to appoint an Interim City Manager to serve in that role pending a formal search for a new City Manager.

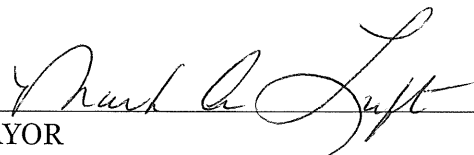
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

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

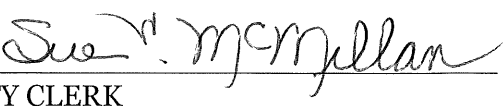
Section 2. Bruce Marston is appointed as Interim City Manager, effective October 26, 2022. This appointment shall continue for a period of 90 days, or the appointment of a permanent City Manager, whichever shall occur first.

Section 3. Bruce Marson shall continue to undertake the duties of his current position of Finance Director for the City while acting as Interim City Manager. He shall receive a salary of \$140,000.00 per year for the period in which he serves in both positions. Upon termination or expiration of his appointment as Interim City Manager, his salary shall return to the amount he was being paid on the day immediately preceding his appointment as Interim City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 24th day of October, 2022


 MAYOR

ATTEST:


 CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 4024-22/23 Full Faith and Credit Pledge for CDBG-Funded Fire Apparatus Purchase

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City Council previously approved the purchase of a new fire apparatus for the City's Fire Department utilizing the US Department of Housing and Urban Development's (HUD's) Section 108 Loan Guarantee Program. This loan guarantee allows the City to borrow up to 5 times its annual Community Development Block Grant (CDBG) allocation from HUD at competitive rates and use a portion of the City's annual CDBG allocation to make payments on the loan.

While the City Council previously directed staff to take the actions necessary to complete the purchasing process, HUD requires that the City also adopt an ordinance specifying that the City will back the loan with a full faith and credit pledge in the event that CDBG funds somehow become unavailable or if Congress fails to fund the CDBG program during the life of the loan.

It should be noted that this variable loan tracks the 3-month treasury bill rate plus 35 basis points. At the time this item was first discussed, the rates were under a tenth of a percent. As of last week, this rate has increased to over 4%. The City will have periodic opportunities, at the discretion of HUD, to convert the variable rate loan to a fixed loan through a public offering but it is unclear at this time when they will provide such an opportunity so it anticipated that this will remain a variable loan for the foreseeable future.

FINANCIAL IMPACT:

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

IMPACT IF APPROVED: The City will enter into a loan agreement with the US Department of Housing and Urban Development that includes a full faith and credit pledge.

IMPACT IF DENIED: The City will not enter into a loan agreement with the US Department of Housing and Urban Development and an alternative fund will need to be utilized to pay for the ordered fire apparatus.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds.

	Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. 4024-22/23 Full Faith and Credit Pledge for CDBG-Funded Fire Apparatus Purchase

WHEREAS, the City Council previously approved the purchase of a new fire apparatus for the City's Fire Department utilizing the US Department of Housing and Urban Development's (HUD's) Section 108 Loan Guarantee Program; and

WHEREAS, this loan guarantee allows the City to borrow up to 5 times its annual Community Development Block Grant (CDBG) allocation from HUD at competitive rates and use a portion of the City's annual CDBG allocation to make payments on the loan; and

WHEREAS, HUD requires that the City also adopt an ordinance specifying that the City will back the loan with a full faith and credit pledge in the event that CDBG funds somehow become unavailable or if Congress fails to fund the CDBG program during the life of the loan.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The Mayor is authorized and directed to enter into the Contract for Loan Guarantee Assistance ("Contract") with HUD attached hereto as Exhibit A.

Section 3. The City's obligation to make payments under the Contract will be paid first from present and future CDBG allocations, and the City pledges to use such allocations for the repayment of the Contract.

Section 4. If the City's CDBG allocations are not made available to the City in such time or in such amounts as are sufficient to meet the City's obligations under the Contract, the City pledges to make such payments from any legally available funds of the City.

Section 5. The City's obligation to advance funds to meet its obligations under the Contract shall be absolute and unconditional and shall not be subject to diminution by setoff, counterclaim, abatement, or otherwise.

Section 6. The City's obligation to make payments under the Contract is a general obligation of the City, and the full faith, credit, and resources of the City are irrevocably pledged for the payment of such obligations under the Contract.

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

MAYOR

ATTEST:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, 42 U.S.C. §5308

Date of Contract _____

This Contract for Loan Guarantee Assistance ("Contract") is entered into between Pekin, Illinois, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-21-MC-17-0029 [2021 Fire Apparatus Acquisition Project], in the Maximum Commitment Amount of \$700,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the first Contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on January 12, 2022. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

- A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall

not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth in the Commitment Schedule of the Note. Prior to the Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

- B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by the Secretary. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than \$1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding

Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with Section 2.03 or 2.04 of the Fiscal Agency Agreement for the applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment Amounts/Principal Due Dates, the Borrower hereby authorizes the Secretary to direct the Fiscal Agent to allocate the Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

- C. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.
- D. **Guarantee Fee.** The Borrower shall pay to the Secretary a fee equal to 2.0% of each Advance to offset the credit subsidy cost of the guaranteed loan. This fee, which was announced on October 27, 2021, 86 Fed. Reg. 59302, for Section 108 loan guarantee disbursements under loan guarantee commitments awarded in FY 2022 is due to the Secretary no later than the time of the disbursement of each Advance to the Borrower. The fee is payable from allocations or grants which have been made to Borrower under Section 106 of the Act (including program income derived therefrom) or from other sources, but is only payable from Guaranteed Loan Funds if the fee is deducted from the Advance.
- E. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust

certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

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PART II

1. Receipt, Deposit and Use of Guaranteed Loan Funds.

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account"

(Attachment 1) and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established, and an original of this Letter Agreement shall be submitted by the Borrower to the Secretary with this signed Contract.

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after December 31, 2023 or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter

Agreement for Section 108 Loan Guarantee Program Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the Guaranteed Loan Funds in Government Obligations. Such Letter Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution. All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by December 31, 2023. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with an electronic copy of a statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and an electronic copy of a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account. Borrower shall e-mail the electronic copies to 108reports@hud.gov.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note; Final Payment and Discharge.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day

(the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.

4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the

public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by Ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq.*), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any

indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 *et seq.* of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a) (or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, *et seq.*

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on receipt in a separate identifiable account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" (**Attachment 1**) and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established, and an original of this Letter Agreement signed by the Borrower and the financial institution shall be submitted by the Borrower to the Secretary within thirty days of its execution. Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note

(including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution. All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with an electronic copy of a statement showing the balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and an electronic copy of a statement identifying the obligations and their assignments in the Loan Repayment Investment Account. Borrower shall e-mail the electronic copies to 108reports@hud.gov.

(c) Upon the Secretary giving notice that the Borrower is

in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI or BEDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.
8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to

such grants for purposes other than satisfaction of the pledge.

9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.
10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of \$100,000,000.

11. **Default.** (a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other Contract securing payment of indebtedness evidenced by the Note, or (C) any future amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act.

Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may: (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract,

(iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows:

(i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent

by telex, upon receipt by the sender of an answer back; and
(iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7282
Washington, DC 20410

Borrower:

City of Pekin, Illinois
Attention: David Bess, CDBG Program Manager
Community Development Department
111 S. Capital St.
Pekin, IL 61554

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract.
14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on August 3, 2021 under the Funding Approval for grant number B-21-MC-17-0029 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.
15. **Special Conditions and Modifications:**
- (a) Paragraph 5(c) of the Contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:

"(c) Other security, including, but not limited to, Borrower's pledge of the full faith and credit of the Borrower in Ordinance No. _____, **dated** _____ in support of all obligations of the Borrower under the Note and this Contract, the issuance and execution of which are also authorized by

Ordinance No. _____, a certified copy of which is attached as **Attachment 3** to the Contract (the 'Ordinance')."

The obligation of the Borrower to make payments under the Contract shall be payable first from present and future Community Development Block Grants pledged by the Borrower pursuant to 24 CFR 570.705(b)(2), and the Borrower hereby pledges to use such Grants for the repayment of the Borrower's obligations under the Contract. If such Grants have not been made available to the Borrower on such dates and in amounts sufficient to meet the Borrower's obligations under this Contract, the Borrower shall make such payments from any legally available funds of the Borrower. The obligation of the Borrower to advance funds to meet the Borrower's obligations under the Note and this Contract, in the amounts, at the times and in the manner described therein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, abatement or otherwise. The obligation of the Borrower to make payments under the Note and this Contract is a general obligation of the Borrower. The full faith, credit and resources of the Borrower are pledged irrevocably for the payment with respect to the Contract, of the amounts described herein and in the Note. Payment of principal and interest required under the Note are payable out of the general fund or any other resource of the Borrower, including taxes paid to or received by the Borrower under the laws of Illinois, which together with other funds, will be sufficient to pay such principal and interest as the same shall become due.

- (b) Guaranteed Loan Funds shall be used by the Borrower to carry out the following activities in connection with the Williamsburg Street Redevelopment Project (the "Project"):
 - (i) Acquisition of public facilities, in accordance with 24 CFR 570.703(1) to the extent eligible under 24 CFR 570.201(c), pursuant to 24 CFR 570.207(b)(1)(ii); and
 - (ii) Payment of fees charged by HUD pursuant to 24 CFR 570.712, pursuant to 24 CFR 570.703(n).
- (c) The Borrower shall deliver to the Secretary contemporaneously with the delivery of this Contract and the Note:

- (i) A certified copy of Ordinance No. _____ described in paragraph 15(a), as enacted, which authorizes issuance of the Note and the execution of the Contract, and pledges the full faith and credit of the Borrower in support of all obligations of the Borrower under the Note and Contract;
- (ii) An opinion of Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that the full faith and credit pledge of the Borrower referenced in Ordinance No. _____ described in paragraph 15(a) is a valid, legally binding and enforceable obligation of the Borrower. This opinion shall include an explanation of the Borrower's full faith and credit pledge and the authority to make that pledge, including every act, consent, approval and condition which must be satisfied for the pledge to be valid; the Borrower's sources of revenue which shall be used in case of payment under the Borrower's full faith and credit pledge; and any limit, statutory or otherwise, that Borrower is subject to in making payments under its pledge of full faith and credit in support of all of the obligations of the Borrower under the Note and this Contract.
- (d) Paragraph 12 is amended by adding at the end thereof the following language:
 - "(g) The Secretary may exercise or enforce any and all other rights or remedies (including any and all rights and remedies available to a secured party under the Uniform Commercial Code) available by law or agreement against the Borrower or against any other person or property."
- (e) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.
 - (i) The Borrower acknowledges and agrees that the Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2021 to: (A) pay when due the payments to become due on the Note, or

(B) defease (or, if permitted, prepay) the full amount outstanding on the Note. Borrower acknowledges and agrees that the Secretary may use Pledged Grants to prepay or defease, as applicable, the Note if the Secretary, in the Secretary's sole discretion, determines that the Pledges Grants are insufficient to assure payment of amounts due under the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).

- (ii) Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.
- (iii) If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

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THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

City of Pekin, Illinois
BORROWER

BY: _____

(Signature)

(Name)

(Title)

(Date)

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

BY: _____

(Signature)

Elizabeth S. Hendrix
(Name)

Deputy Assistant Secretary
for Grant Programs (Acting)
(Title)

(Date)

Note No. B-21-MC-17-0029**Attachment 1**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
DEPOSIT ACCOUNT**

 Name of Institution (and Branch)

 Street

 City, State, Zip Code

☐ This account is established for funds received by the Borrower under Note(s) guaranteed by the United States Department of Housing and Urban Development (HUD) under the Section 108 Loan Guarantee Program **(Guaranteed Loan Funds Account)**.

☐ This account is established for repayment of the Note(s) guaranteed by HUD under the Section 108 Loan Guarantee Program **(Loan Repayment Account)**.

☐ This account is established as a debt service reserve under the Section 108 Loan Guarantee Program **(Debt Service Reserve Account)**.

You are hereby authorized and requested to establish a deposit account to be specifically designated:

"The City of Pekin, Illinois, as Trustee of United States Department of Housing and Urban Development." All deposits made into such account shall be subject to withdrawal therefrom by the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter withdrawals may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower withdrawals and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any instrument drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted, however, to debit from

the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: City of Pekin, Illinois

By: _____ Date: _____
[Signature]

Name and Title: _____

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any instruments drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to statutory limits.

Name of Institution: _____

By: _____ Date: _____
(Signature)

Name and Title: _____

8-28-08

Note No. B-21-MC-17-0029**Attachment 2**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
INVESTMENT ACCOUNT**

 Name of Institution (and Branch)

 Street

 City, State, Zip Code

☐ This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Guaranteed Loan Funds Account **(Guaranteed Loan Funds Investment Account)**.

☐ This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Loan Repayment Account **(Loan Repayment Investment Account)**.

☐ This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Debt Service Reserve Account **(Debt Service Reserve Investment Account)**.

You are hereby authorized and requested to hold obligations and assignments of those obligations in trust for the United States Department of Housing and Urban Development (HUD) in an account specifically designated:

"The City of Pekin, Illinois, as Trustee of United States Department of Housing and Urban Development." All obligations and assignments shall be subject to release to the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter, releases may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower releases and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in this account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted, however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: City of Pekin, Illinois

By: _____ Date: _____
[Signature]

Name and Title: _____

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in the account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the financial institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to the statutory limits.

Name of Institution: _____

By: _____ Date: _____
(Signature)

Name and Title: _____

8-28-08

ATTACHMENT 3

Ordinance (s)



REQUEST FOR COUNCIL ACTION

Agenda Date: November 14, 2022
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance No. 4025-22/23 Amending City Code Sec. 5-2-7 Regarding Liquor Class and Fees

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The proposed ordinance amends the Liquor Code to classify Class A Licenses to include non-profit or charitable organizations in section 5-2-7(1) to be included with the same license fees as Clubs. Currently a Class A License issued to a Club with no restrictions on the range of alcohol is \$500 and for beer and wine only is \$200. The proposed amendment would group non-profit or charitable organizations with the Club classification and license fees. This amendment arose initially from a request by a local theatre for a liquor license in which Council voted in favor to amend the liquor code to allow all entities to apply for a liquor license with the exception of those entities that sell and dispense gasoline directly into motor vehicles. The theatre since has requested a reduced liquor license fee from those of a bar or restaurant as they are a non-profit and would only be serving beer or wine for a few hours during any live performances. The Pekin Liquor Commission considered and recommended approval of the proposed amendments at its October 27, 2022, meeting. Staff recommends approval as well.

FINANCIAL IMPACT: Potential increased revenues from liquor license fees, food and beverage taxes, and sales taxes.

Requested Amount: \$0
 Line Item: 100-004-420100
 Budgeted Amount: \$73,250
 Remaining Funds: \$72,250

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
X	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:

Date:

Ordinance No. 4025-22/23 An Ordinance Amending Chapter 5, Article 2, Section 7 of the Pekin City Code Regarding Alcoholic Liquor Classification and License Fees for Non-profit Organizations

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council desires to make certain amendments to the Liquor Code to provide for a discounted license fee for non-profit and charitable organizations seeking a Class A liquor license; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

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

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

Section 2. Chapter 5, Article 2, Section 7 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 5-2-7. Classifications and license fees.

There shall be the following classes of licenses subject to the fees indicated:

- (1) *Class A.* Class A licenses shall authorize the retail sale of alcoholic liquors for consumption on the licensed premises in accordance with the Illinois Liquor Control Act, this Division and any conditions specified on the license by the City Liquor Commissioner.

Class A License Fees

No Restriction on Range of Alcohol	\$1,200.00 per annum
Restricted to Beer and Wine Only	\$800.00 per annum
Issued to a Club, <u>non-profit or charitable organization</u> , No Restriction on Range of Alcohol	\$500.00 per annum
Issued to a Club, <u>non-profit or charitable organization</u> , Restricted to Beer and Wine Only	\$200.00 per annum

- (2) *Class B.* Class B licenses shall authorize the retail sale of alcoholic liquors in sealed containers for consumption off the licensed premises in accordance with the Illinois Liquor Control Act, this Article and any conditions specified on the license by the City Liquor Commissioner.

Class B License Fees

No Restriction on Range of Alcohol	\$1,200.00 per annum
Restricted to Beer and Wine Only	\$800.00 per annum

- (3) *Class C.* Class C licenses shall authorize the short-term or limited supply of alcohol or temporarily extends the conditions of existing licenses in accordance with the Illinois Liquor Control Act, this Division and any conditions specified on the license by the Local Liquor Commissioner. Class C licenses shall not be issued when, in the opinion of the Local Liquor Commissioner, a Class A or a Class B license is more appropriate.

Class C License Fees

License	Fee
Beer and Wine Only (Max. 20 per year)	\$25.00 per day
No Restriction on Range of Alcohol (Max. 20 per year)	\$50.00 per day
Nonprofit or Charitable Applications for the Pier** or Riverfront Event Meadow	Residents \$50.00 per hour, * Others \$100.00 per hour*
All Other Applications for the Pier or Riverfront Event Meadow	Residents \$100.00 per hour, * Others \$200.00 per hour*
All Other Fees for C Class Licenses	To Be Determined By Liquor Commissioner*
* Additional Fees to be Determined by Liquor Commissioner to Reflect Expenses for Security, Safety and Health.	
** Nonprofit or Charitable Applications only may also apply for a Class C License for the area on Court Street from the westerly Right-Of-Way of 5th Street to the easterly Right-Of-Way of 4th Street; Court Street from the westerly Right-Of-Way of 4th Street to the westerly Right-Of-Way of Capitol Street and Capitol Street from the northerly Right-Of-Way of Court Street to the northerly Right-Of-Way of Elizabeth Street. Only one event at a time will be allowed.	

(4) Reserved.

- (5) *Class VG.* A Class VG Rider shall authorize the licensee to operate video gaming terminals on the licensed premises. No Class VG license shall be issued unless the licensee already holds a Class A license issued under this Article; provided, however, that licensed fraternal organizations, licensed veterans organizations, and licensed truck stops may apply for and obtain a Class VG license without first obtaining a Class A license. No video gaming terminal may be located in any outdoor sales area. The operation of video gaming terminals shall not be permitted during the hours sales of alcohol are prohibited pursuant to Sections 5-2-13 through 5-2-17. Licensees holding a Class VG license shall comply with the provisions of the Illinois Gaming Act (230 ILCS 40/1 et seq.), as amended from time to time, which is adopted by reference and made a part of this Article. No additional fee shall be charged for a Class VG Rider.

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

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

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

MAYOR

ATTEST:

CITY CLERK

**REQUEST FOR COUNCIL ACTION**

Agenda Date: November 14, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Dual Offices / Referendum Issue

REQUIRED SIGNATURES

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

City Manager:
Date:

**REQUEST FOR COUNCIL ACTION**

Agenda Date: November 14, 2022
To: Council Members
From: Nic Maquet,

AGENDA ITEM: Discussion for Ordinance Imposing a Tax on Transfers of Real Estate within the City

REQUIRED SIGNATURES

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

City Manager:
Date:

ORDINANCE NO. _____

**AN ORDINANCE IMPOSING A TAX ON TRANSFERS OF
REAL ESTATE WITHIN THE CITY**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to impose taxes; and

WHEREAS, the City Council desires to impose a tax on the transfer of real estate for the purpose of ensuring no real estate is transferred within the City (i) that is subject to pending code enforcement proceedings or (ii) where the seller or transferor thereof owes any fee, fine, or tax to the City; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

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

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

Section 2. Chapter 7, Article I of the Pekin City Code is hereby amended by the addition of a new Section 10 as follows:

Sec. 7-1-10. – Real estate transfer tax

Sec. 7-1-10-1. – Definitions.

For the purpose of this article, whenever any of the following words, terms or definitions are used herein, they shall have the meanings ascribed to them in this section:

Beneficial interest in real property includes, but is not limited to (1) the beneficial interest in an Illinois land trust; (2) the lessee interest in a ground lease (including any interest of the lessee in the related improvements) that provides for a term of thirty (30) or more years when all options to renew or extend are included, whether or not any portion of the term has expired; or (3) the indirect interest in real property as reflected by a controlling interest in a real estate entity.

Controlling interest means more than 50% of the fair market value of all ownership interests or beneficial interests in a real estate entity.

Person means any individual, receiver, administrator, executor, conservator, assignee, trust, estate, partnership, joint venture, club, joint stock company, business trust, political subdivision of the state, corporation, association, limited liability company, syndicate, society, or any group of persons acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise.

Real estate entity means any person that exists or acts substantially for the purpose of holding directly or indirectly title to or beneficial interest in real property located in the City. There shall be a rebuttable presumption that an entity is a real estate entity if it owns directly or indirectly real property located in the city having a fair market value greater than 75% of the total fair market value of all of the entity's assets, determined without deduction for any mortgage, lien or encumbrance.

Recordation means the recording of deeds with the office of the recorder of deeds or the registration of deeds with the Registrar of Titles of Tazewell County, Illinois.

Value means the amount of the full actual consideration for the real property or the beneficial interest in real property located in the City of Pekin, including the amount of any lien on the real property assumed by the transferee.

Sec. 7-1-10-2. – Tax imposed.

- (a) Except as otherwise provided in this article, a tax is imposed upon the privilege of transferring title to, or beneficial interest in, real property located within the corporate limits of the city at a rate of [twenty-five cents (\$0.25)] per one thousand dollars (\$1,000.00) of the transfer price, or fraction thereof, of the real property or the beneficial interest in real estate.
- (b) The tax imposed by this section is due upon the earlier of the delivery or recording of the deed, assignment, or other instrument of transfer. In the case of an assignment of a beneficial interest in a trust, delivery shall be deemed to occur when the trustee receives possession of a valid assignment of the beneficial interest. In the case of other transfers, delivery shall be deemed to occur when the transferee, or the transferee's representative or agent, receives or becomes entitled to receive possession of the instrument of transfer.
- (c) The tax imposed by this section shall be due whether the transfer of a controlling interest in a real estate entity is affected by one (1) transaction or by a series of related transactions. For purposes of this subsection, it shall be presumed, unless provided otherwise, that transactions are related if they occur within the same twenty-four (24) month period.
- (d) Nothing in this section shall be construed to impose a tax upon any transaction or privilege which, under the circumstances of the United States or the State of Illinois, may not be made the subject of taxation by the city.
- (e) The ultimate incidence of and liability for the tax imposed by this section shall be borne by the grantor of any deed subject to the provisions of this Section or by the grantor, assignor or transferor of any instrument conveying the beneficial interest in real estate within the corporate limits of the City
- (e) The tax imposed by this section shall be in addition to any and all other taxes imposed by the City, State, or any other unit of government.

Sec. 7-1-10-3. – Exceptions.

- (a) The tax imposed by this section shall not apply to transactions exempt from the provisions of the Real Estate Transfer Tax Law (35 ILCS 200/31-1 et seq.).

- (b) Every deed or other instrument which is tax exempt pursuant to this section shall be presented to the city clerk with a certificate setting forth the basis for the exemption so as to be appropriately marked by said city clerk as an exempt deed or instrument eligible for recordation without the payment of tax. No exemption mark shall be provided by the city clerk until the requirements of Section 7-1-10-5 have been complied with.

Sec. 7-1-10-4. – Filing of declaration.

At such time as the tax levied by this section is paid there shall be filed with the city clerk a fully executed and completed copy of the "real estate transfer declaration" required by section 31-25 of the Real Estate Transfer Tax Law (35 ILCS 200/31-25), or a declaration of the full consideration paid for the transfer of beneficial interest which declaration shall be on a form provided by the city clerk.

Sec. 7-1-10-5. – Real estate transfer tax stamps required.

- (a) The tax imposed by this section shall be collected by the city clerk through the sale of real estate transfer tax stamps, which shall be caused to be prepared by said clerk in such quantities as said clerk may from time to time prescribe. Such stamps shall be available for sale at, and during the regular business hours of the city offices and the offices of such agent as the city may designate. Upon payment of the tax herein levied and imposed, the stamps so purchased shall be affixed to the deed or other instrument of conveyance. Any person so using or affixing a stamp shall cancel it and so deface it as to render it unfit for reuse by marking it with his initials and the day, month, and year when the affixing occurs. Such markings shall be made by writing or stamping in indelible ink or by perforating with a machine or punch; however, the stamp shall not be so defaced as to prevent ready determination of its genuineness.
- (b) The city clerk shall issue no stamps for the transfer of any dwelling, structure, commercial or industrial building (i) that is subject to an open and unresolved proceeding pursuant to Chapter 2, Article V of this Code, or (ii) where the grantor/seller owes any outstanding fees, fines, or taxes to the city.
- (c) Prior to the issuance of transfer tax stamps the grantor/transferor shall present to the city clerk proof of a current paid wastewater bill. The term "current" shall be defined as the most recent bill issued to the grantor/transferor and certified as same by an authorized official of the wastewater department of the city. The wastewater department shall not issue certification of a paid wastewater bill relative to any transfer of title unless the new owner's name and address is supplied to an official of the wastewater department simultaneously upon request for certification of a paid wastewater bill.
- (d) Transactions that are exempt from the payment of the tax imposed by this section shall nonetheless be required to comply with the requirements of this subsection.

Sec. 7-1-10-6. – Recordation of deeds.

No deed conveying real property within the corporate limits of the city shall be entitled to recordation by the recorder of deeds or the registrar of titles of the county unless such deed shall bear either a city real estate transfer tax stamp or an exemption mark from the city clerk.

Sec. 7-1-10-7. – Duty of trustee.

No trustee of real estate shall accept an assignment of beneficial interest in real estate located in the city unless such instrument shall bear either a city real estate transfer tax stamp or an exemption mark from the city clerk.

Sec. 7-1-10-8. – Proceeds of tax.

All proceeds resulting from the collection of the tax imposed by this section, including interest and penalties, shall be paid into the treasury of the city, and shall be credited to and deposited in the [general fund] of the city.

Sec. 7-1-10-9. – Interest and penalties.

In the event of failure by any person to pay to the city clerk the tax required hereunder when the same shall be due, interest shall accumulate and be due upon said tax at the rate of 1% per month commencing as of the first day following the day when the deed was recorded, or the assignment of beneficial interest was accepted by the trustee. In addition, a penalty of 50% of the tax and interest shall be assessed and collected against any person who shall fail to pay the tax imposed by this section.

Sec. 7-1-10-10. – Civil liability for tax.

In the event of failure by any person to pay to the city clerk tax required hereunder when the same shall be due, said person shall be liable to the city for such tax, together with interest and penalties. The city may bring an action to collect such tax, interest and penalties in any court of competent jurisdiction.

Sec. 7-1-10-11. – Severability.

If any clause, sentence, subsection, provision or part of this section or the application thereof to any person or circumstance shall be adjudged to be unconstitutional, the remainder of this article or its application to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

Section 4. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.