



City of Wilmington
1165 South Water Street
Wilmington, IL 60481

Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
July 5, 2022
7:00 p.m.
In Person & Via Zoom

join by video at:

<https://us02web.zoom.us/j/83166950353?pwd=5l8TWVjSKgygGgT36owcEFTCOdAH1L.1>

join by phone at:

1-312-626-6799

Meeting ID: 831 6695 0353 / Passcode: 080449

IN ACCORDANCE WITH PUBLIC ACT 101-0640, 5 ILCS 120/7(e), THIS CITY COUNCIL MEETING WILL BE HELD IN-PERSON AND REMOTELY BASED ON THE GUBERNATORIAL DISASTER DECLARATION AND THE MAYOR OF THE CITY OF WILMINGTON DETERMINING THAT A FULL IN-PERSON MEETING IS NOT PRACTICAL OR PRUDENT. MEMBERS OF THE GENERAL PUBLIC WILL BE ABLE TO VIEW AND PARTICIPATE IN THE MEETINGS REMOTELY AS WELL.

1. Call to Order by Mayor Dietz

2. Pledge of Allegiance

3. Roll Call by City Clerk

Kevin Kirwin
Dennis Vice
Leslie Allred
Todd Holmes

Ryan Jeffries
Ryan Knight
Jonathan Mietzner
Thomas Smith

4. Approval of the Previous City Council Meeting Minutes

5. Mayor's Report

6. Public Comment *(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*

7. Planning & Zoning Commission

The next meeting is scheduled for July 14, 2022 at 5:00 pm.

Posting Date:
6/30/2022 3:13 PM jz

8. Committee of the Whole

A. Police & ESDA

Co-Chairs – Jonathan Mietzner and Leslie Allred

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

1. Approve Ordinance No. 22-07-05-01, An Ordinance Amending Section 132.26 of the City of Wilmington Code of Ordinances to Increase the Minimum Penalty for a Violation
2. Approve Ordinance No. 22-07-05-03, An Ordinance Amending Section 70.99 of the City of Wilmington Code of Ordinances to Increase the Minimum Penalties for Violations of Article 4 of the Traffic Code Regarding Vehicle Weight Limits, Dimensions and Permits

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

E. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

1. Approve the Accounting Reports as Presented by the Finance Director
2. Approve Ordinance No. 22-07-05-02, An Ordinance Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the City of Wilmington and the Board of Education of Wilmington Community Unit School District No. 209U
3. Ratify the Approval and Execution by the City Administrator of the Memorandum of Understanding Agreement with the Heritage Corridor Convention and Visitor's Bureau for the EV Parking Lot Grant
4. Approve Chamlin & Associates Recommendation to Award the Low, Responsive, Responsible Bidder, P.T. Ferro Construction Co for the Water Street Parking Lot Improvements in the amount of \$204,094.73
5. Approve and Authorize the Execution of the Confirmation of Satisfaction of Payments and Mutual Release of Obligations Pursuant to Section 7 of Annexation By and Among the City of Wilmington and United States Cold Storage, Inc.

9. Attorney & Staff Reports

10. Adjournment

The next regular City Council meeting is scheduled for July 19, 2022 at 7:00 PM

*Posting Date:
6/30/2022 3:13 PM jz*

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
June 21, 2022**

Call to Order

The Regular Meeting of the Wilmington City Council on June 21, 2022 was called to order at 7:00 p.m. by Mayor Ben Dietz in the Council Chamber of the Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members of the corporate authorities answered "Here" or "Present":

Aldermen Present In-Person Kirwin, Jeffries, Vice, Holmes, Smith

Aldermen Present via Zoom Knight

Aldermen Absent Allred, Mietzner

Quorum

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order

Other Officials in Attendance

Also, in attendance were City Administrator Jeannine Smith, Finance Director Matt Hoffman, Chief Joe Mitchell, Public Works Director James Gretencord, City Attorney Bryan Wellner, and Deputy City Clerk Joie Ziller

Approval of the Previous Regular City Council Meeting

Alderman Kirwin made a motion and Alderman Jeffries seconded to approve the June 7, 2022 meeting minutes and have them placed on file

Upon roll call, the vote was:

AYES: 6 Kirwin, Holmes, Jeffries, Knight, Vice, Smith

NAYS: 0

ABSENT: 2 Allred Mietzner

The motion carried.

Mayor's Report

Alderman Vice made a motion and Alderman Smith seconded to approve the Mayoral Appointment of Bob Bolser to the Wilmington Police Pension Board

Upon roll call, the vote was:

AYES: 6 Kirwin, Holmes, Jeffries, Knight, Vice, Smith

NAYS: 0

ABSENT: 2 Allred Mietzner

The motion carried.

Mayor Dietz's administered the oath of office to Bob Bolser.

Public Comment

No public comment was made.

Planning & Zoning Commission

The next meeting is scheduled for July 12, 2022 at 5:00 pm

Committee of the Whole Reports

A. Police & ESDA

Co-Chairs – Jonathan Mietzner and Leslie Allred

Alderman Smith made a motion and Alderman Kirwin seconded to approve the purchase of the GMC Sierra 1500 4WD Crew Cab as proposed from Community GMC, Inc. for ESDA

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

Alderman Kirwin made a motion and Alderman Jeffries seconded to approve Ordinance 22-06-21-01, An Ordinance to Amend an Ordinance to Encourage New Residential Construction and Economic Growth for the Citizens & City of Wilmington

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

Alderman Kirwin made a motion and Alderman Vice seconded to approve Ordinance 22-06-21-02, An Ordinance Amending the Wilmington Code of Ordinances as it Pertains Title XV – Land Usage

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

Nothing at this time

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

Alderman Vice made a motion and Alderman Kirwin seconded to approve the purchase of the 2022 Ford Transit Cut-Away as proposed from Kunes Auto Group for the Water Meter Department

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

Alderman Vice made a motion and Alderman Jeffries seconded to approve the purchase of water meters and hardware as proposed from Utility Pipe Sales, Inc

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

Alderman Vice made a motion and Alderman Kirwin seconded to approve the contract with Geosyntec Consultants to develop a Nutrient Assessment Reduction Plan (NARP) workplan

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

E. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

Alderman Smith made a motion and Alderman Jeffries seconded to approve Administration to seek and hire a part-time Code Enforcement Officer

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

Alderman Jeffries made a motion and Alderman Kirwin seconded to approve the Financial Reports and Accounts Payable Report in the Amount of \$188,304.98 as presented by the Finance Director

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

Alderman Jeffries made a motion and Alderman Smith seconded to Ratify the Approval and Execution by the City Administrator of the Memorandum of Understanding Agreement between the Wilmington Coalition for a Health Community and the City of Wilmington

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

Alderman Jeffries made a motion and Alderman Smith seconded to Ratify the Approval and Execution by the City Administrator of the Linkage Agreement/Letter of Agreement with Wilmington Coalition for Healthy Community and the City of Wilmington

Upon roll call, the vote was:

AYES: 6 Smith, Kirwin, Vice, Knight, Jeffries, Holmes

NAYS: 0

ABSENT: 2 Allred, Mietzner

The motion carried.

Attorney & Staff Reports

Director Gretencord stated that he is obtaining three quotes for the removal of the walnut tree on Main Street. These will be presented at the July Committee of the Whole meeting. Construction to replace the building shell at the Water Treatment Plant is scheduled to begin July 5th. This project should take 3 to 4 weeks to complete. The Flume Replacement at the Water Reclamation is slated to begin July 25th. This project should take one week to complete.

Adjournment

Motion to adjourn the meeting made by Alderman Kirwin and seconded by Alderman Jeffries. Upon the voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on June 21, 2022 adjourned at 7:12 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



MEMO

Date: 06/23/2022

To: Honorable Mayor Dietz and City Council Members

From: Joseph P. Mitchell, Chief of Police

Re: Exclusionary Zone Minimum Penalty Increase Consideration

In the last three months, the Wilmington police department has written forty-two (42) citations for prohibited entry into the Kankakee River and exclusionary zone. Based on the citations written, non-residents, exclusively, have not fully appreciated the dangers associated with the unlawful entry. The large metal fencing erected near the dam and numerous signs clearly stating that entry is prohibited has had little or no affect in obtaining full compliance.

Therefore, the Wilmington police department is seeking to increase the minimum fine amount issued for prohibited entry into the Kankakee River and exclusionary zone to \$250.00 for a first offense (\$500.00 for a second offense and \$750.00 for a third consecutive violation) in hopes of deterring potentially life-threatening illegal entry. The ordinance, as currently written, allows for a fine amount of not less than \$25.00 and not more than \$750.00 for every violation. Speaking with the City Attorney, it is a better and more consistent practice to increase the minimal fine amount rather than have an officer write a violation at a substantial higher amount within the listed fine range.

The Wilmington Emergency Services Disaster Agency and the Wilmington Fire Protection District are in full support of this change.

The amended ordinance is attached for consideration.

ORDINANCE NO. 22-07-05-01

**AN ORDINANCE AMENDING SECTION 132.26 OF THE CITY OF WILMINGTON
CODE OF ORDINANCES TO INCREASE THE
MINIMUM PENALTY FOR A VIOLATION**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: ORDINANCE AMENDMENT

That Section 132. 26 of Title XIII- General Offenses of the Wilmington Code of Ordinances is hereby amended to state as follows:

132.26 Prohibited entry into the Kankakee River and exclusionary zone.

- (A) Exclusionary Zone. For purposes of this ordinance, the exclusionary zone is that area located 100 feet north and 50 feet south of the east abutment of the Kankakee River Dam with the zone's westerly line being the east side of the Kankakee River's waster's edge, and the zone's easterly line being the west pavement edge of S. Park Street, except that in the gravel parking lot area west of S. Park Street, the zone's easterly line is the west graveled edge of the parking area. The exclusionary zone shall be designated by signs.
- (B) It is unlawful for any person to enter the Wilmington Island Park exclusionary zone, as designated by signs, for any purpose.
- (C) It is unlawful for any person to enter the Kankakee River from Wilmington Island Park property and be in the Kankakee River water south of the south abutments of the Illinois State Route 53 Kankakee River bridge, as designated by signs.
- (D) Shore fishing only is allowed in the Wilmington Island Park so long as the person has any necessary licenses. No fishing is allowed in or from the exclusionary zone.
- (E) This ordinance does not prohibit authorized personnel from entering the exclusionary zone for emergency purposes or conducting training exercises related to emergency water rescue.
- (F) The first violation of this Section shall result in a fine of no less than \$250 and not more than \$750. A second violation of this Section shall result in a fine of no less than \$500 and not more than \$750. A third or subsequent violation shall result in a fine of no less than \$750.

SECTION 2: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this ____ day of _____, 2022

Ben Dietz, Mayor

Attest:

Deputy City Clerk



MEMO

Date: 06/29/2022

To: Honorable Mayor Dietz and City Council Members

From: Joseph P. Mitchell, Chief of Police

Re: Size, Weight, Load, Length Minimum Penalty Increase Consideration

Since January of 2022, the Wilmington police department has written eighty-two (82) citations for trucks driving on roadways in violation of ordinance 70.42 - Weight, height, width, and length limits; permits. In 2021, for the same time period (January - June), the department wrote seven (7) citations. Additionally, the number of calls for service and complaints regarding trucks travelling on prohibited roads through our community is the highest we receive monthly.

Therefore, the Wilmington police department is seeking to increase the minimum fine amount issued in violation of ordinance 70.42 - Weight, height, width, and length limits; permits to \$175.00 for a first offense, which is in line with other municipalities, \$500.00 for a second offense and \$750.00 for a third and any consecutive violations in hopes of deterring this prohibited behavior.

The amended ordinance is attached for consideration.

ORDINANCE NO. 22-07-05-03

**AN ORDINANCE AMENDING SECTION 70.99 OF THE CITY OF WILMINGTON
CODE OF ORDINANCES TO INCREASE THE MINIMUM PENALTIES
FOR VIOLATIONS OF ARTICLE 4 OF THE TRAFFIC CODE REGARDING
VEHICLE WEIGHT LIMITS, DIMENSIONS, AND PERMITS**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: ORDINANCE AMENDMENT

That Section 70.99 of Title XII, Article 4-Vehicle Weight Limits, Dimensions, and Permits of the Wilmington Code of Ordinances is hereby amended to state as follows:

Title VII – Traffic Code

Chapter 70 – General Provisions

Article 4- Vehicle Weight Limits, Dimensions, and Permits

70.99 - Penalty.

(A) It is unlawful and a misdemeanor for a person to do any act forbidden or fail to perform any act required in this title.

(B) Any person, firm or corporation violating any provision of this Article, for which another penalty is not provided, shall for a first conviction be fined not less than \$175 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$500 nor more than \$750, and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined \$750. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION 2: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this ____ day of _____, 2022

Ben Dietz, Mayor

Attest:

Deputy City Clerk

City of Wilmington
Check Register Meeting Date: July 5, 2022



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
	6/17/2022	Payroll Sweep	88,573.60
	6/17/2022	Paycor	171.12
See attached	7/5/2022	VARIOUS	117,744.40
See attached	6/21/2022	VARIOUS	10,000.00
		Total:	<u>216,489.12</u>
Fund	2	Water Fund	
	6/17/2022	Payroll Sweep	17,573.92
	4/1/2022	Postage	461.90
	5/2/2022	Postage	442.30
	6/3/2022	Postage	420.80
See attached	6/30/2022	Postage	415.57
	6/23/2022	VARIOUS	80,594.00
		Total:	<u>99,908.48</u>
Fund	4	Sewer Fund	
		Payroll Sweep	
	6/17/2022	Payroll Sweep	16,338.17
	4/1/2022	Postage	461.90
	5/2/2022	Postage	442.30
	6/3/2022	Postage	420.80
	6/30/2022	Postage	415.57
		Total:	<u>18,078.73</u>
Fund	7	ESDA Fund	
See attached	7/5/2022	VARIOUS	331.37
		Total:	<u>331.37</u>
Fund	24	Capital Projects	
See attached	7/5/2022	VARIOUS	36,300.90
		Total:	<u>36,300.90</u>
		GRAND TOTAL:	<u><u>371,108.59</u></u>

Dennis Vice

Ryan Jeffries

Jonathan Mietzner

Ryan Knight

Kevin Kirwin

Leslie Allred

Thomas Smith

Todd Holmes

Approved: July 5, 2022

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

Report Total:

36,300.90

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 06/29/2022 - 1:54PM
 Batch: 00002.06.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
AT&T									
0030									
815476975406	6/24/2022	68.18	0.00	07/05/2022				No	0
04-00-6760 Telephone/Internet				06/4/22 - 07/03/22					
815476975406 Total:		68.18							
815476975706	6/24/2022	47.97	0.00	07/05/2022				No	0
02-21-6760 Telephone/Internet				06/4/22 - 07/03/22					
815476975706 Total:		47.97							
815476977406	6/24/2022	92.58	0.00	07/05/2022				No	0
04-00-6760 Telephone/Internet				06/4/22 - 07/03/22					
815476977406 Total:		92.58							
AT&T Total:		208.73							
Austin Tyler Construction									
9046									
1803	6/24/2022	24,548.25	0.00	07/05/2022				No	0
04-00-6560 Maintenance Sewers Collection				Sanitary Manhole removal & replacement					
1803 Total:		24,548.25							
1804	6/24/2022	12,545.42	0.00	07/05/2022				No	0
04-00-6560 Maintenance Sewers Collection				Connecting down stream 10" clay pipe to new manhole					
1804 Total:		12,545.42							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Austin Tyler Construction		37,093.67							
Blue Cross & Blue Shield of IL 0174									
July 2022 s	6/29/2022	7,794.04	0.00	07/05/2022	Sewer Health Ins	Health Ins		No	0
04-00-6380 Sewer Dept. Health & Life Ins.									
July 2022 s Total:		7,794.04							
July 2022 w	6/29/2022	8,384.42	0.00	07/05/2022	Water Health Ins	Health Ins		No	0
02-21-6380 Employee Health & Life Insurnc									
July 2022 w Total:		8,384.42							
Blue Cross & Blue Shield o		16,178.46							
Capital One Trade Credit 108594									
50261410	6/24/2022	1,087.34	0.00	07/05/2022	Scaffolding - Sewer Plant			No	0
04-00-6510 Maintenance - Equipment									
50261410 Total:		1,087.34							
50268399	6/24/2022	252.07	0.00	07/05/2022	Scaffolding - Sewer Plant			No	0
04-00-6510 Maintenance - Equipment									
50268399 Total:		252.07							
Capital One Trade Credit T		1,339.41							
Chamlin & Associates, Inc. 108574									
3022366	6/24/2022	2,378.00	0.00	07/05/2022	N. Island Lift Station Replacement thru May 8, 2022			No	0
04-03-6390 Prof Fees - Engineering									
3022366 Total:		2,378.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
Chamlin & Associates, Inc.		2,378.00							
Chaney, Corey 1821 Reimb.uniforms 02-21-7030 Water Treatment Chemicals	6/29/2022	57.67	0.00	07/05/2022 Uniform Shirts reimbursement				No	0
Reimb.uniforms Total:		57.67 *							
Chaney, Corey Total:		57.67							
ComEd 0091 *** 9015583006 04-00-6810 Utilities - Electric & Gas	6/24/2022	3.20	0.00	07/05/2022 Bruning School Lift station				No	0
9015583006 Total:		3.20							
ComEd Total:		3.20 *							
Fisher Auto Parts Inc 0139 May 2022s 04-00-6640 Maint-Vehicles	6/24/2022	93.11	0.00	07/05/2022 May 2022 statement				No	0
May 2022s Total:		93.11							
May 2022se 04-00-6970 Oper Supplies & Tool	6/24/2022	98.33	0.00	07/05/2022 May 2022 statement				No	0
May 2022se Total:		98.33							
Fisher Auto Parts Inc Total		191.44 *							

Flow-Technics, Inc.

AP-To Be Paid Proof List (06/29/2022 - 1:54 PM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
108602									
INV#000009551	6/24/2022	11,213.00	0.00	07/05/2022				No	0
04-03-7450 Misc. Other Capital Projects				New flow meter for influent -					
	INV#000009551 Total:	11,213.00							
	Flow-Technics, Inc. Total:	11,213.00							
G W Communications									
0144								No	0
20509	6/24/2022	126.00	0.00	07/05/2022					
02-21-6650 Notices/Legal Publications				Legal Notice - Annual Water Report					
	20509 Total:	126.00							
	G W Communications Tota	126.00							
Hawkins, Inc.									
1784								No	0
6212571	6/24/2022	60.00	0.00	07/05/2022					
02-21-7030 Water Treatment Chemicals				Cylinder Deposits					
	6212571 Total:	60.00							
	Hawkins, Inc. Total:	60.00							
Illinois Public Risk Fund									
9125								No	0
76416s	6/24/2022	1,488.51	0.00	07/05/2022					
04-00-6690 W/Comp Ins				Aug. 2022 WC					
	76416s Total:	1,488.51							
76416w	6/24/2022	1,644.32	0.00	07/05/2022				No	0
02-21-6690 W/Comp Ins				Aug. 2022 WC					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
76416w Total:		1,644.32							
Illinois Public Risk Fund T		3,132.83							
Jack Henry & Associates, Inc. 9102									
3993688s	6/24/2022	49.30	0.00	07/05/2022				No	0
04-00-6335 Prof Fees - Computer R&M				Software Maint.					
3993688s Total:		49.30							
3993688w	6/24/2022	49.30	0.00	07/05/2022				No	0
02-21-6335 Prof Fees - Computer R&M				Software Maint.					
3993688w Total:		49.30							
Jack Henry & Associates, I		98.60							
LAI, LTD 9018									
22-19396	6/24/2022	168.00	0.00	07/05/2022				No	0
04-00-6510 Maintenance - Equipment				filter fleece					
22-19396 Total:		168.00							
LAI, LTD Total:		168.00							
Mahoney Silverman & Cross LLC 0270									
57374-001	6/28/2022	799.50	0.00	07/05/2022				No	0
01-03-6460 Legal Services				Oct. 2021 Legal Traffic					
57374-001 Total:		799.50							
57374-002	6/28/2022	922.50	0.00	07/05/2022				No	0
01-01-6460 Legal Services				Oct. 2021 Legal General					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	57374-002 Total:	922.50							
57374-003	6/28/2022	256.25	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Oct. 2021 Legal Meetings				
	57374-003 Total:	256.25							
57374-019	6/28/2022	51.25	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Oct. 2021 Legal Personnel				
	57374-019 Total:	51.25							
57374-034	6/28/2022	563.75	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Oct. 2021 Legal Improvements to Wilm./Peotone Blacktop				
	57374-034 Total:	563.75							
57717-001	6/28/2022	787.50	0.00	07/05/2022				No	0
01-03-6460	Legal Services				Nov. 2021 Legal Traffic				
	57717-001 Total:	787.50							
57717-002	6/28/2022	2,364.83	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Nov. 2021 Legal General				
	57717-002 Total:	2,364.83							
57717-003	6/28/2022	563.75	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Nov. 2021 Legal Meetings				
	57717-003 Total:	563.75							
57717-019	6/28/2022	358.75	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Nov. 2021 Legal Personnel				
	57717-019 Total:	358.75							
58398-001	6/28/2022	831.25	0.00	07/05/2022				No	0
01-03-6460	Legal Services				Jan. 2022 Legal - Traffic				
	58398-001 Total:	831.25							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
58398-002a 01-03-6460 Legal Services	6/28/2022	563.75	0.00	07/05/2022 Jan. 2022 Legal - General WPD				No	0
58398-002a Total:		563.75							
58398-002b 01-01-6460 Legal Services	6/28/2022	2,135.00	0.00	07/05/2022 Jan. 2022 Legal - General				No	0
58398-002b Total:		2,135.00							
58398-003 01-01-6460 Legal Services	6/28/2022	307.50	0.00	07/05/2022 Jan. 2022 Legal - Meetings				No	0
58398-003 Total:		307.50							
58398-015 01-01-6460 Legal Services	6/28/2022	51.25	0.00	07/05/2022 Jan. 2022 Legal - Adam Arroyo Litigation				No	0
58398-015 Total:		51.25							
58398-019 01-03-6460 Legal Services	6/28/2022	205.00	0.00	07/05/2022 Jan. 2022 Legal - Personnel				No	0
58398-019 Total:		205.00							
58398-032 01-01-6460 Legal Services	6/28/2022	461.25	0.00	07/05/2022 Jan. 2022 Legal - US Cold Storage- Rt.53/KKK River Dr.				No	0
58398-032 Total:		461.25							
58398-035 01-01-6460 Legal Services	6/28/2022	512.50	0.00	07/05/2022 Jan. 2022 Legal - AT&T Cell Tower				No	0
58398-035 Total:		512.50							
58724-001 01-03-6460 Legal Services	6/28/2022	700.00	0.00	07/05/2022 Feb. 2022 Legal Traffic				No	0
58724-001 Total:		700.00							
58724-002 01-01-6460 Legal Services	6/28/2022	512.50	0.00	07/05/2022 Feb. 2022 Legal General				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	58724-002 Total:	512.50							
58724-003	6/28/2022	461.25	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Feb. 2022 Legal Meetings				
	58724-003 Total:	461.25							
58724-015	6/28/2022	102.50	0.00	07/05/2022				No	0
01-01-6460	Legal Services				Feb. 2022 Legal Adame (Arroyo) Litigation				
	58724-015 Total:	102.50							
59077-001	6/28/2022	350.00	0.00	07/05/2022				No	0
01-03-6460	Legal Services				March 2022 Legal Traffic				
	59077-001 Total:	350.00							
59077-002a	6/28/2022	153.75	0.00	07/05/2022				No	0
01-03-6460	Legal Services				March 2022 Legal General				
	59077-002a Total:	153.75							
59077-002b	6/28/2022	358.75	0.00	07/05/2022				No	0
01-01-6460	Legal Services				March 2022 Legal General				
	59077-002b Total:	358.75							
59077-003	6/28/2022	410.00	0.00	07/05/2022				No	0
01-01-6460	Legal Services				March 2022 Legal Meetings				
	59077-003 Total:	410.00							
59077-015	6/28/2022	205.00	0.00	07/05/2022				No	0
01-01-6460	Legal Services				March 2022 Legal Adame (Arroyo) Litigation				
	59077-015 Total:	205.00							
59077-019	6/28/2022	153.75	0.00	07/05/2022				No	0
01-01-6460	Legal Services				March 2022 Legal Personnel				
	59077-019 Total:	153.75							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
59077-035 01-01-6460 Legal Services	6/28/2022	256.25	0.00	07/05/2022 March 2022 Legal Personnel				No	0
59077-035 Total:		256.25							
59077-037 01-01-6460 Legal Services	6/28/2022	461.25	0.00	07/05/2022 March 2022 Legal 313 N. Main Street				No	0
59077-037 Total:		461.25							
59077-039 01-14-6461 Legal Services - Developers	6/28/2022	300.00	0.00	07/05/2022 March 2022 Legal Agile Cold Storage				No	0
59077-039 Total:		300.00							
59077-041 01-14-6461 Legal Services - Developers	6/28/2022	75.00	0.00	07/05/2022 March 2022 Legal Mohsen Oil Annexation				No	0
59077-041 Total:		75.00							
59452-001 01-03-6460 Legal Services	6/28/2022	326.25	0.00	07/05/2022 April 2022 Legal Traffic				No	0
59452-001 Total:		326.25							
59452-002 01-01-6460 Legal Services	6/28/2022	1,521.60	0.00	07/05/2022 April 2022 Legal General				No	0
59452-002 Total:		1,521.60							
59452-003 01-01-6460 Legal Services	6/28/2022	256.25	0.00	07/05/2022 April 2022 Legal Meetings				No	0
59452-003 Total:		256.25							
59452-019 01-01-6460 Legal Services	6/28/2022	461.25	0.00	07/05/2022 April 2022 Legal Personnel				No	0
59452-019 Total:		461.25							
59452-037 01-01-6460 Legal Services	6/28/2022	188.58	0.00	07/05/2022 April 2022 Legal Demo 313 N. Main St.				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		59452-037 Total:							
		188.58							
59452-039	6/28/2022	1,760.75	0.00	07/05/2022				No	0
01-14-6461				April 2022 Legal Agile Cold Storage					
		59452-039 Total:							
		1,760.75							
59452-041	6/28/2022	307.50	0.00	07/05/2022				No	0
01-14-6461				April 2022 Legal Mohsen Oil Annexation					
		59452-041 Total:							
		307.50							
59452-042	6/28/2022	1,330.00	0.00	07/05/2022				No	0
01-14-6461				April 2022 Legal Love's Travel & Country Store Annexation					
		59452-042 Total:							
		1,330.00							
59754-001	6/28/2022	306.25	0.00	07/05/2022				No	0
01-03-6460				May 2022 Legal Traffic					
		59754-001 Total:							
		306.25							
59754-002	6/28/2022	3,154.75	0.00	07/05/2022				No	0
01-01-6460				May 2022 Legal General					
		59754-002 Total:							
		3,154.75							
59754-003	6/28/2022	666.25	0.00	07/05/2022				No	0
01-01-6460				May 2022 Legal Meetings					
		59754-003 Total:							
		666.25							
59754-037	6/28/2022	51.25	0.00	07/05/2022				No	0
01-01-6460				May 2022 Legal Demo313 N. Main Street					
		59754-037 Total:							
		51.25							
59754-039	6/28/2022	2,925.00	0.00	07/05/2022				No	0
01-14-6461				May 2022 Legal Agile Cold Storage					
		59754-039 Total:							
		2,925.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
59754-042	6/28/2022	2,793.75	0.00	07/05/2022					
01-14-6461 Legal Services - Developers				May 2022 Legal Love's Travel Stop & County Store				No	0
	59754-042 Total:	2,793.75							
	Mahoney Silverman & Cro	32,285.01							
Messer LLC									
0258									
2105217117	6/24/2022	1,601.77	0.00	07/05/2022					
02-21-7030 Water Treatment Chemicals				Bulk Liquid carbon dioxide				No	0
	2105217117 Total:	1,601.77							
	Messer LLC Total:	1,601.77							
Mississippi Lime Company									
1815									
1615540	6/24/2022	5,776.11	0.00	07/05/2022					
02-21-7030 Water Treatment Chemicals				Activated hydrated lime				No	0
	1615540 Total:	5,776.11							
	Mississippi Lime Compan	5,776.11							
Rogowski, Jeffrey									
0229									
6008	6/24/2022	20.00	0.00	07/05/2022					
04-00-7010 Sewer Dept Uniforms				City of Wilmington logo for Sewer Dept shirts				No	0
	6008 Total:	20.00							
	Rogowski, Jeffrey Total:	20.00							

Subsurface Solutions

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1874									
19171	6/24/2022	90.00	0.00	07/05/2022				No	0
02-17-6620 Maint - Water Meters				T-bar antenna for PermaNet Logger					
	19171 Total:	90.00							
	Subsurface Solutions Total:	90.00							
USA Blue Book									
0449								No	0
002744	6/24/2022	697.25	0.00	07/05/2022					
04-00-6985 Sewer Chemicals				Hach nitrite, buffer, phosphorus					
	002744 Total:	697.25							
998809	6/24/2022	349.52	0.00	07/05/2022				No	0
04-00-6970 Oper Supplies & Tool				Inverted paint					
	998809 Total:	349.52							
	USA Blue Book Total:	1,046.77							
Verizon Wireless									
0455								No	0
9908177958s	6/24/2022	324.41	0.00	07/05/2022					
04-00-6760 Telephone/Internet				Sewer Dept. Wireless Tele Allocation		Wireless Teleph			
	9908177958s Total:	324.41							
9908177958w	6/24/2022	337.91	0.00	07/05/2022				No	0
02-21-6760 Telephone/Internet				Water Dept. Wireless Tele Allocation		Wireless Teleph			
	9908177958w Total:	337.91							
	Verizon Wireless Total:	662.32							

VSP of Illinois, NFP

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
108583									
815412460s	6/24/2022	41.70	0.00	07/05/2022				No	0
04-00-6380 Sewer Dept. Health & Life Ins.				July 2022 Vision Plan					
	815412460s Total:	41.70							
815412460w	6/24/2022	79.38	0.00	07/05/2022				No	0
02-21-6380 Employee Health & Life Insurnc				July 2022 Vision Plan					
	815412460w Total:	79.38							
	VSP of Illinois, NFP Total:	121.08							
	Report Total:	113,852.07							

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 06/29/2022 - 2:39PM
 Batch: 00001.07.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Antarctic Mechanical Systems, Inc.									
108505									
74273-1	6/23/2022	1,999.00	0.00	07/05/2022				No	0
01-03-7320 Equipment Purchases				Cell Camera Replacement					
	74273-1 Total:	1,999.00							
	Antarctic Mechanical Syste	1,999.00							
AT&T									
0030									
815476977306	6/23/2022	497.21	0.00	07/05/2022				No	0
01-05-6760 Telephone/Internet				06/04/22 - 07/03/22					
	815476977306 Total:	497.21							
	AT&T Total:	497.21							
Azavar Audit Solutions									
1883									
155845	6/23/2022	181.22	0.00	07/05/2022				No	0
01-01-6670 Prof Fees - Other				#27 of 36 Contingency payments Electric Audit					
	155845 Total:	181.22							
	Azavar Audit Solutions To	181.22							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
B & F Construction Code Services, Inc.									
108584									
16014	6/23/2022	4,500.00	0.00	07/05/2022	Wilmington Code Update			No	0
01-01-6670 Prof Fees - Other									
16014 Total:		4,500.00							
B & F Construction Code S		4,500.00							
Bizen, Richard									
108611									
7/1/2022 event	6/29/2022	150.00	0.00	07/05/2022	Independence Day Band			No	0
01-01-7155 Community Festivals									
7/1/2022 event Total:		150.00							
Bizen, Richard Total:		150.00							
Blue Cross & Blue Shield of IL									
0174									
July 2022a	6/29/2022	4,010.80	0.00	07/05/2022	Retirees Health Ins			No	0
01-01-6385 Retired Empl Health Ins/Dental									
July 2022a Total:		4,010.80							
July 2022b	6/29/2022	3,200.13	0.00	07/05/2022	Finance & Admin Health Ins			No	0
01-01-6380 Employee Health & Life Insurnc									
July 2022b Total:		3,200.13							
July 2022c	6/29/2022	9,800.21	0.00	07/05/2022	PubWrks Health Ins			No	0
01-05-6380 Employee Health & Life Insurnc									
July 2022c Total:		9,800.21							
July 2022d	6/29/2022	20,519.10	0.00	07/05/2022	Police Health Ins			No	0
01-03-6380 Employee Health & Life Insurnc									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	July 2022d Total:	20,519.10							
July 2022e	6/29/2022	2,356.86	0.00	07/05/2022				No	0
01-13-6380	Employee Health & Life Insurnc			P&Z Health Ins					
	July 2022e Total:	2,356.86							
	Blue Cross & Blue Shield o	39,887.10							
Blue Cross Blue Shield of Illinois									
1774									
*** 0956012610-4	6/29/2022	243.00	0.00	07/05/2022				No	0
01-01-6385	Retired Empl Health Ins/Dental			Kenneth Jeffries Plan F 07/05/22 - 08/04/2022					
	0956012610-4 Total:	243.00							
	Blue Cross Blue Shield of I	243.00							
Blue Cross Blue Shield of Illinois									
9103									
July 2022	6/23/2022	1,414.00	0.00	07/05/2022				No	0
01-01-6385	Retired Empl Health Ins/Dental			July 2022 Retired Empl.					
	July 2022 Total:	1,414.00							
	Blue Cross Blue Shield of I	1,414.00							
Blue Cross Medicare Rx (PDP)									
1487									
000067739317	6/23/2022	85.20	0.00	07/05/2022				No	0
01-01-6385	Retired Empl Health Ins/Dental			Peggy Daniels Aug. 2022 RX					
	000067739317 Total:	85.20							
	Blue Cross Medicare Rx (P	85.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Blue Cross Medicare Rx (PDP)									
1488									
*** Cheryl Roach	6/23/2022	85.20	0.00	07/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				Cheryl Roach - Aug. 2022 RX					
	Cheryl Roach Total:	85.20							
	Blue Cross Medicare Rx (P)	85.20							
Blue Cross Medicare Rx (PDP)									
1489									
000067780448	6/23/2022	85.20	0.00	07/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				Suzanne Johnston - Aug. 2022 RX					
	000067780448 Total:	85.20							
	Blue Cross Medicare Rx (P)	85.20							
Blue Cross MedicareRx (PDP)									
9116									
Kenneth Olson	6/23/2022	99.50	0.00	07/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				Kenneth Olson - Aug. 2022 RX					
	Kenneth Olson Total:	99.50							
	Blue Cross MedicareRx (P)	99.50							
Blue Cross MedicareRX (PDP)									
1773									
000067862090	6/23/2022	85.20	0.00	07/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				Kenneth Jeffries - Aug. 2022 RX					
	000067862090 Total:	85.20							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	Blue Cross MedicareRX (P	85.20							
Chamlin & Associates, Inc.									
108574									
3022367	6/23/2022	1,332.00	0.00	07/05/2022				No	0
01-14-6338	Consulting Fees - Developers				801 LLC Truck Facility- Plan Review thru 5/8/22				
	3022367 Total:	1,332.00							
3022368	6/23/2022	444.00	0.00	07/05/2022				No	0
01-14-6338	Consulting Fees - Developers				Mohsen Oil - Plan Review thru 5/8/22				
	3022368 Total:	444.00							
3022369	6/23/2022	592.00	0.00	07/05/2022				No	0
01-01-6390	Prof Fees - Engineering				General Development Meeting thru 5/8/22				
	3022369 Total:	592.00							
3022370	6/23/2022	6,000.00	0.00	07/05/2022				No	0
01-01-6390	Prof Fees - Engineering				Street Inventory 2022 thru 5/8/22				
	3022370 Total:	6,000.00							
	Chamlin & Associates, Inc.	8,368.00							
Clark Baird Smith, LLC									
1286									
15419	6/23/2022	2,187.50	0.00	07/05/2022				No	0
01-03-6460	Legal Services				May 2022 Collective Bargaining MAP Legal				
	15419 Total:	2,187.50							
	Clark Baird Smith, LLC To	2,187.50							

ComEd
0091

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** PARK	6/23/2022	41.38	0.00	07/05/2022				No	0
01-02-6810 Utilities				PARKS					
	PARK Total:	41.38							
*** St. Light Elec.	6/23/2022	144.74	0.00	07/05/2022				No	0
01-05-6740 Street Light Electricity				Street Light Electricity					
	St. Light Elec. Total:	144.74							
	ComEd Total:	186.12							
Conrad Polygraph, Inc.									
1385									
4983	6/23/2022	225.00	0.00	07/05/2022				No	0
01-01-7180 Police Commission Exp				Brandon Hairald - MMPI/ABC					
	4983 Total:	225.00							
5037	6/23/2022	225.00	0.00	07/05/2022				No	0
01-01-7180 Police Commission Exp				Keith Lamaster - MMPI/ABC					
	5037 Total:	225.00							
	Conrad Polygraph, Inc. Tot	450.00							
D'Orazio Ford									
1174									
165840	6/23/2022	79.26	0.00	07/05/2022				No	0
01-03-6640 Maint-Vehicles				2017 Ford Explorer					
	165840 Total:	79.26							
166411	6/23/2022	847.85	0.00	07/05/2022				No	0
01-03-6640 Maint-Vehicles				2019 Ford Explorer					
	166411 Total:	847.85							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
D'Orazio Ford Total:		927.11							
Fisher Auto Parts Inc									
0139									
May 2022 a	6/23/2022	92.82	0.00	07/05/2022				No	0
01-05-6640 Maint-Vehicles				May 2022 statement					
May 2022 a Total:		92.82							
May 2022 b	6/23/2022	22.05	0.00	07/05/2022				No	0
01-05-6510 Maintenance - Equipment				May 2022 statement					
May 2022 b Total:		22.05							
Fisher Auto Parts Inc Total		114.87							
Florida Blue									
1340									
54516173	6/29/2022	255.50	0.00	07/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				July 2022 Fred Richmond Plan F					
54516173 Total:		255.50							
54560423	6/29/2022	174.30	0.00	07/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				July 2022 Fred Richmond RX					
54560423 Total:		174.30							
Florida Blue Total:		429.80							
G W Communications									
0144									
00020562	6/23/2022	72.00	0.00	07/05/2022				No	0
01-01-6650 Notices/Legal Publications				Legal Notice - Water Street Parking Lot					
00020562 Total:		72.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		72.00							
G W Communications Tota									
Great Lakes Water & Safety Products Inc.									
108586								No	0
1050	6/23/2022	209.00	0.00	07/05/2022	ZINK - Uniform shirt carrier navy				
01-03-7010 Uniforms & Accessories									
		209.00							
1050 Total:									
		209.00							
Great Lakes Water & Safety									
IL Govt Finance Off Association									
0189								No	0
2022 Adv.AcadII	6/29/2022	160.00	0.00	07/05/2022	IGFOA 2022 Finance Prof.Advanced Academy II				
01-01-6770 Training, Mtg & Travel Expense									
		160.00							
2022 Adv.AcadII Total:									
		160.00							
IL Govt Finance Off Assoc									
Illinois Public Risk Fund									
9125								No	0
76416a	6/23/2022	7,561.17	0.00	07/05/2022	August 2022 WC				
01-25-6690 W/Comp Ins									
		7,561.17							
76416a Total:									
		7,561.17							
Illinois Public Risk Fund T									
Illinois Secretary of State Police									
10000								No	0
124400	6/23/2022	151.00	0.00	07/05/2022	Conf. IL Reg.-124400 -2020 Ford Explorer				
01-03-6970 Oper Supplies and Tools									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
124400 Total:		151.00							
2419745 01-03-6970 Oper Supplies and Tools	6/23/2022	151.00	0.00	07/05/2022 Conf. IL Reg.-2419745 -2020 Ford Escape				No	0
2419745 Total:		151.00							
Illinois Secretary of State P		302.00							
Investigative Support Unit, Inc. 108562 4209	6/23/2022	667.75	0.00	07/05/2022 Brandon Warick - Investigative Support				No	0
01-01-7180 Police Commission Exp									
4209 Total:		667.75							
Investigative Support Unit		667.75							
Jcm Uniforms 0232 785536	6/24/2022	39.80	0.00	07/05/2022 ZINK - Slv. Collar Insg.				No	0
01-03-7010 Uniforms & Accessories									
785536 Total:		39.80							
Jcm Uniforms Total:		39.80							
Lee's Rental Inc. 108607 7/1/2022	6/29/2022	896.00	0.00	07/05/2022 Tent/tables/chairs for N. island Fireworks				No	0
01-01-7155 Community Festivals									
7/1/2022 Total:		896.00							
Lee's Rental Inc. Total:		896.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Les Moore and Company, LLC 108604 00088175	6/24/2022	1,475.00	0.00	07/05/2022	Electrical Panel Access Doors			No	0
01-02-6510 Maintenance - Equipment									
00088175 Total:		1,475.00							
Les Moore and Company,		1,475.00							
Loebe, Lewis 108609 7/1/2022 event	6/29/2022	150.00	0.00	07/05/2022	Band Independence Day			No	0
01-01-7155 Community Festivals									
7/1/2022 event Total:		150.00							
Loebe, Lewis Total:		150.00							
Maland, Anthony 108612 7/1/2022 event	6/29/2022	150.00	0.00	07/05/2022	Independence Day Event			No	0
01-01-7155 Community Festivals									
7/1/2022 event Total:		150.00							
Maland, Anthony Total:		150.00							
Office Depot 0313 246581847001	6/24/2022	-120.92	0.00	07/05/2022	DVD, Frames Return - CREDIT			No	0
01-03-6960 Office Supplies									
246581847001 Total:		-120.92							
247580946001	6/24/2022	137.30	0.00	07/05/2022	DVD, Paper, Frames			No	0
01-03-6960 Office Supplies									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
247580946001 Total:		137.30							
Office Depot Total:		16.38							
Orasco, Michael 108610 7/1/2022 event 01-01-7155 Community Festivals	6/29/2022	150.00	0.00	07/05/2022 Independence Day Band				No	0
7/1/2022 event Total:		150.00							
Orasco, Michael Total:		150.00							
Ray O Herron Inc 0358 2201175 01-03-7320 Equipment Purchases	6/24/2022	1,314.17	0.00	07/05/2022 WPD - Glock Pistols Order				No	0
2201175 Total:		1,314.17							
2201968 01-03-7010 Uniforms & Accessories	6/24/2022	83.94	0.00	07/05/2022 ROURKE - SS Shirts				No	0
2201968 Total:		83.94							
2202080 01-03-7010 Uniforms & Accessories	6/24/2022	198.48	0.00	07/05/2022 VANCURA- Cargo pants, ss. shirt				No	0
2202080 Total:		198.48							
Ray O Herron Inc Total:		1,596.59							
Rock, Erika 108608 7/1/2022 01-01-7155 Community Festivals	6/29/2022	500.00	0.00	07/05/2022 Sound & Light Contract for Independence Day				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	7/1/2022 Total:	500.00							
	Rock, Erika Total:	500.00							
Rogowski, Jeffrey 0229 6018	6/24/2022	360.00	0.00	07/05/2022				No	0
01-01-7155 Community Festivals				Independence Day Event Banners 2022					
	6018 Total:	360.00							
6020	6/24/2022	310.00	0.00	07/05/2022				No	0
01-01-7155 Community Festivals				Independence Day Event Parking/Sponsors Banners 2022					
	6020 Total:	310.00							
	Rogowski, Jeffrey Total:	670.00							
Rowe, Ray 108613	6/29/2022	150.00	0.00	07/05/2022				No	0
7/1/2022 event				Independence Day Band					
01-01-7155 Community Festivals									
	7/1/2022 event Total:	150.00							
	Rowe, Ray Total:	150.00							
Spaceco, Inc. 108595	6/24/2022	240.00	0.00	07/05/2022				No	0
89376				May 1-28, 2022 KAV Development reviews					
01-14-6338 Consulting Fees - Developers									
	89376 Total:	240.00							
	Spaceco, Inc. Total:	240.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Stanley Access Tech LLC 1047 906328213	6/24/2022	1,200.00	0.00	07/05/2022				No	0
01-02-6510 Maintenance - Equipment				Contract-Parts & Labor Annual					
906328213 Total:		1,200.00							
Stanley Access Tech LLC T		1,200.00							
TA Operating, LLC 1513 1063	6/24/2022	78.00	0.00	07/05/2022				No	0
01-03-6970 Oper Supplies and Tools				Scales -06/06 - 06/12/2022					
1063 Total:		78.00							
1064	6/24/2022	104.00	0.00	07/05/2022				No	0
01-03-6970 Oper Supplies and Tools				Scales -06/13 - 06/17/2022					
1064 Total:		104.00							
TA Operating, LLC Total:		182.00							
The Shirt Shack Inc. 108614 1258	6/29/2022	694.20	0.00	07/05/2022				No	0
01-01-7155 Community Festivals				Independence Day T-Shirts					
1258 Total:		694.20							
The Shirt Shack Inc. Total:		694.20							
Uni Max Management Corp. 1768 4137	6/24/2022	1,850.00	0.00	07/05/2022				No	0
01-02-6531 Prof Fess - Janitorial				June 2022 Janitorial services					

AP-To Be Paid Proof List (06/29/2022 - 2:39 PM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4137 Total:	1,850.00							
	Uni Max Management Cor	1,850.00							
Verizon Wireless 0455									
9908177958a	6/24/2022	42.32	0.00	07/05/2022	Bldg Dept Wireless Telephone Allocation	Wireless Teleph		No	0
01-13-6760 Telephone/Internet									
	9908177958a Total:	42.32							
9908177958b	6/24/2022	331.37	0.00	07/05/2022	ESDA Dept. Wireless Tele Allocation	Wireless Teleph		No	0
07-00-6760 Telephone/Internet									
	9908177958b Total:	331.37							
9908177958c	6/24/2022	1,176.64	0.00	07/05/2022	Finance & Adm. Dept. Wireless Alloca	Wireless Teleph		No	0
01-01-6760 Telephone/Internet									
	9908177958c Total:	1,176.64							
9908177958d	6/24/2022	1,026.48	0.00	07/05/2022	Police Dept. Wireless Svc Allocation	Wireless Teleph		No	0
01-03-6760 Telephone/Internet									
	9908177958d Total:	1,026.48							
9908177958e	6/24/2022	370.43	0.00	07/05/2022	Public Works Dept. Wireless Allocation	Wireless Teleph		No	0
01-05-6760 Telephone/Internet									
	9908177958e Total:	370.43							
	Verizon Wireless Total:	2,947.24							
VSP of Illinois, NFP 108583									
815412460a	6/24/2022	105.16	0.00	07/05/2022	July 2022 Vision Plan			No	0
01-01-6380 Employee Health & Life Insurnc									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
815412460a Total:		105.16							
815412460b 01-03-6380 Employee Health & Life Insurnc	6/24/2022	174.77	0.00	07/05/2022 July 2022 Vision Plan				No	0
815412460b Total:		174.77							
815412460c 01-05-6380 Employee Health & Life Insurnc	6/24/2022	114.47	0.00	07/05/2022 July 2022 Vision Plan				No	0
815412460c Total:		114.47							
VSP of Illinois, NFP Total:		394.40							
Will County 9-1-1 System 1498 220601-06	6/24/2022	1,500.00	0.00	07/05/2022 Everbridge Citizens Alerting Licensing 7/31/22 - 7/30/2023				No	0
01-03-6340 Prof Fees - Dispatch Svcs									
220601-06 Total:		1,500.00							
Will County 9-1-1 System		1,500.00							
Will County Recorder 0481 40632495	6/24/2022	42.00	0.00	07/05/2022 Municipal Lien Release				No	0
01-01-6670 Prof Fees - Other									
40632495 Total:		42.00							
Will County Recorder Tota		42.00							
Report Total:		85,790.76							

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 06/21/2022 - 4:13PM
 Batch: 01000.06.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Emmert Industrial Corp. 108605									
Reimb.Deposit	6/21/2022	10,000.00	0.00	06/21/2022					
01-00-4251 Truck Permits-Overweight				Return Deposit				No	0
		<u>10,000.00</u>							
Reimb.Deposit Total:		10,000.00							
		<u>10,000.00</u>							
Emmert Industrial Corp. To		10,000.00							
		<u>10,000.00</u>							
Report Total:		10,000.00							
		<u>10,000.00</u>							

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 06/22/2022 - 2:15PM
 Batch: 02000.06.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Kunes Country Ford Lincoln, Inc. 108606									
22 Ford Transit	6/22/2022	80,594.00	0.00	06/23/2022				No	0
02-17-7320 Capital Equipment				2022 Ford Transit/Cutaway VIN#1FDBW7P86NKA22331					
22 Ford Transit Total:		80,594.00							
Kunes Country Ford Linco		80,594.00							
Report Total:		80,594.00							

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023	
			May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23		BUDGET	% of Budget
GENERAL FUND REVENUES																	
<i>Taxes</i>																	
01-00-4020	PROPERTY TAXES - G/C		30,332	131,647											161,979	364,547	44.43%
01-00-4030	STATE SALES TAX		99,271	125,083											224,353	1,403,904	15.98%
01-00-4050	MULTIPLE UTILITY TAXES		51,577	11,908											63,485	631,282	10.06%
01-00-4060	HOTEL/MOTEL TAX		615	611											1,226	6,000	0.00%
01-00-4235	CABLE TV FRANCHISE FEE		21,776	-											21,776	84,000	25.92%
01-00-4155	VIDEO GAMING TAX		19,912	20,531											40,443	200,000	20.22%
01-03-4020	PROPERTY TAXES - POLICE DEPT.		20,330	88,233											108,563	249,593	43.50%
01-03-4021	PROPERTY TAX- POLICE PENSION		36,309	157,587											193,896	445,090	43.56%
01-05-4020	PROPERTY TAXES - ST & ALLEYS		8,231	34,824											43,055	-	0.00%
01-09-4020	PROPERTY TAXES - FICA G/C		5,924	25,710											31,634	72,729	43.50%
01-09-4021	PROPERTY TAXES - IMRF		1,591	6,906											8,497	19,535	43.50%
01-25-4020	PROPERTY TAXES GEN'L LIAB INS		3,941	17,105											21,046	48,386	43.50%
01-25-4022	PROPERTY TAXES-W/COMP		3,941	17,105											21,046	48,386	43.50%
<i>Intergovernmental</i>																	
01-00-4040	TWP R&B PPRT		-	-											-	5,000	0.00%
01-00-4130	STATE PPRT		44,212	-											44,212	103,886	42.56%
01-00-4150	STATE INCOME TAX (LGDF)		179,788	52,814											232,601	797,769	29.16%
01-00-4153	LOCAL USE TAX		16,495	19,346											35,841	224,039	16.00%
01-00-4154	PULL TAB / JAR GAMES TAX		-	-											-	3,000	0.00%
01-00-4862	IPRF GRANT		-	-											-	17,473	0.00%
<i>Licenses & Permits</i>																	
01-00-4230	BUSINESS REGISTRATION FEE		40	10											50	1,725	2.90%
01-00-4232	ECONOMIC DEVELOPMENT FEE		694	649											1,342	9,000	14.92%
01-00-4237	CONTRACTOR'S LICENSE		1,300	800											2,100	20,000	10.50%
01-00-4250	LICENSE - MISC.		375	450											825	4,500	18.33%
01-00-4252	CITY BEAUTIFICATION		250	-											250	2,000	0.00%
01-00-4270	LIQUOR LICENSES		800	-											800	20,000	4.00%
01-13-4290	BUILDING PERMIT FEES - CITY		10,415	14,085											24,500	560,000	4.37%
01-13-4291	BUILDING INSPECTION FEES		4,730	2,980											7,710	25,000	30.84%
01-14-4540	PLANNING FEE		-	-											-	-	0.00%
01-14-4640	ZONING FEE		-	-											-	-	0.00%
<i>Fines & Forfeits</i>																	
01-00-4251	TRUCK PERMITS - OVERWEIGHT		6,344	(10,000)											(3,656)	50,000	-7.31%
01-00-4416	WPD RESTRICTED CONTRIBS K9		-	-											-	1,000	0.00%
01-00-4420	CIRCUIT CLERK COURT FINES		7,271	3,055											10,326	39,500	26.14%
01-00-4450	MISC. ORDINANCE FINES		2,870	3,525											6,395	53,000	12.07%
01-00-4455	IMPOUNDMENT FINE / SPEC TRNG		-	-											-	2,700	0.00%
01-00-4840	INSURANCE CLAIMS REIMBURSEMENTS		9,620	1,984											11,604	22,000	52.75%
<i>Reimbursements</i>																	
01-00-4870	OTHER REIMBURSEMENTS		466	-											466	5,000	9.32%
01-00-4872	HEALTH/DENTAL INS. REIMBURSEMENTS		1,069	-											1,069	12,840	8.32%
01-00-4874	DEVELOPER REIMBURSEMENTS		-	-											-	308,166	0.00%
01-13-4874	DEVELOPER REIMBURSEMENTS		-	-											-	-	0.00%
<i>Miscellaneous</i>																	
01-00-4850	INTEREST INCOME		1,489	-											1,489	500	297.83%
01-00-4858	OTHER INCOME - SPECIAL EVENTS		-	700											700	-	0.00%
01-00-4859	OTHER INCOME - CATFISH DAYS		400	625											1,025	22,000	4.66%
01-00-4860	OTHER INCOME - MISC.		916	6,907											7,823	32,000	24.45%
01-00-4875	RENTAL OF PROPERTY		50	-											50	-	0.00%
01-03-4860	OTHER INCOME MISC		-	-											-	-	0.00%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023	
			May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23		BUDGET	% of Budget
01-00-4910	TRANSFER FROM OTHER FUNDS		-	-											-	575,943	0.00%
TOTAL REVENUES: GENERAL FUND			593,344	735,178	-	-	-	-	-	-	-	-	-	-	1,328,522	6,491,492	20.47%

FINANCE & ADMINISTRATION EXPENDITURES

<i>Salaries & Wages</i>																	
01-01-6010	WAGES - FINANCE & ADM.	17,838	17,841												35,679	256,519	13.91%
01-01-6050	ELECTED/APPTD OFFICIALS WAGES	3,243	2,278												5,522	31,432	17.57%
01-01-6011	FICA TAXES	1,617	1,499												3,116	18,872	16.51%
01-01-6013	SUTA TAX	159	136												296	2,284	12.94%
<i>Benefits</i>																	
01-01-6014	IMRF	1,040	-												1,040	19,320	5.38%
01-01-6380	EMPLOYEE HEALTH & LIFE INSURANCE	-	2,834												2,834	30,994	9.14%
01-01-6385	RETIRED EMPL HEALTH INS/DENTAL	-	7,449												7,449	93,600	7.96%
<i>Contractual Services</i>																	
01-01-6320	AUDIT & ACCOUNTING SERVICES	-	18,805												18,805	18,760	100.24%
01-01-6335	PROF FEES - COMPUTER R&M	452	18,212												18,664	15,000	124.43%
01-01-6360	DUES SUBSCRIP. & MEMBERSHIPS	5,265	993												6,257	6,590	94.95%
01-01-6390	PROF FEES - ENGINEERING	-	-												-	3,312	0.00%
01-01-6460	LEGAL SERVICES	-	-												-	40,000	0.00%
01-01-6650	NOTICES/LEGAL PUBLICATIONS	-	-												-	1,000	0.00%
01-01-6670	PROF FEES - OTHER	126	362												488	45,000	1.09%
01-01-6671	PAYROLL PROCESSING	-	-												-	-	0.00%
01-01-6760	TELEPHONE/INTERNET	-	1,331												1,331	15,600	8.53%
01-01-6770	TRAINING, MTG & TRAVEL EXPENSE	-	-												-	4,000	0.00%
01-01-6965	POSTAGE	-	200												200	1,000	20.00%
01-01-7130	ECONOMIC DEVELOP COM EXP	-	-												-	2,500	0.00%
01-01-7180	POLICE COMMISSION EXP	675	1,679												2,354	33,840	6.96%
01-01-7321	LEASED EQUIPMENT EXPENSE	784	904												1,688	5,000	33.77%
01-01-7940	SERVICE & INVESTMENT FEES	-	-												-	100	0.00%
01-01-7950	REFUNDS	-	-												-	-	0.00%
01-01-7951	SALES TAX CREDIT	-	-												-	-	#DIV/0!
<i>Supplies</i>																	
01-01-6930	GASOLINE & OIL	63	-												63	1,000	6.32%
01-01-6960	OFFICE SUPPLIES	256	150												406	2,500	16.25%
01-01-6970	OPER SUPPLIES AND TOOLS	-	86												86	-	0.00%
01-01-7110	ADMIN MISC. EXPENSE	-	-												-	-	0.00%
01-01-7150	MAYOR'S MISC. EXP	-	-												-	2,000	0.00%
01-01-7155	COMMUNITY FESTIVALS	-	-												-	10,000	0.00%
01-01-7156	CATFISH DAYS EXPENSE	-	3,250												3,250	30,000	10.83%
<i>Miscellaneous</i>																	
01-01-6510	MAINTENANCE - EQUIPMENT	-	-												-	500	0.00%
01-01-6640	MAINT-VEHICLES	-	-												-	-	0.00%
01-01-7160	MISC. EXPENSE	-	300												300	2,000	0.00%
01-01-7320	EQUIPMENT PURCHASES	-	-												-	5,000	0.00%
01-01-7360	EXPENSED EQUIPMENT	-	-												-	1,000	0.00%
01-01-8021	CONTINGENCY	-	-												-	-	0.00%
01-01-7151	FAÇADE IMPROVEMENT PROGRAM	-	-												-	50,000	100.00%
01-01-7157	CITY BEAUTIFICATION	-	425												425	-	0.00%
<i>Other Financing Uses</i>																	
01-01-8020	TRANSFERS TO OTHER FUNDS	-	-												-	805,322	0.00%
TOTAL EXPENDITURES: FINANCE & ADMINISTRATION			31,519	78,735	-	-	-	-	-	-	-	-	-	-	110,254	1,554,045	7.09%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023 BUDGET	% of Budget
			May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23			
BUILDING & GROUNDS EXPENDITURES																	
<i>Contractual</i>																	
01-02-6510	MAINTENANCE - EQUIPMENT		-	-											-	3,000	0.00%
01-02-6530	MAINTENANCE - GROUNDS/BUILDING		3,969	15,765											19,734	50,000	39.47%
01-02-6531	PROF FEES - JANITORIAL		-	1,850											1,850	22,200	8.33%
01-02-6670	PROF FEES - OTHER		-	-											-	92,200	0.00%
01-02-6760	TELEPHONE/INTERNET		-	-											-	-	0.00%
01-02-6810	UTILITIES		403	118											522	2,500	20.86%
<i>Supplies</i>																	
01-02-6970	OPER SUPPLIES AND TOOLS		-	149											149	3,500	4.27%
01-02-7160	MISC. EXPENSE		-	-											-	-	0.00%
01-02-7320	EQUIPMENT PURCHASES		-	-											-	-	0.00%
TOTAL EXPENDITURES: BUILDING & GROUNDS			4,372	17,883	-	-	-	-	-	-	-	-	-	-	22,255	173,400	12.83%
POLICE EXPENDITURES																	
<i>Salaries and Wages</i>																	
01-03-6010	WAGES - WPD		101,790	104,792											206,582	1,468,633	14.07%
01-03-6015	OVERTIME WAGES		6,899	7,361											14,260	85,000	16.78%
01-03-6020	PART TIME WAGES		4,081	3,538											7,620	191,705	3.97%
01-03-6030	CROSSING GUARD WAGES		570	420											990	4,900	20.20%
01-03-6035	VACATION/SICK TIME BUY-OUT		-	-											-	30,000	0.00%
01-03-6011	FICA TAX		8,429	9,049											17,477	122,071	14.32%
01-03-6013	SUTA TAX		834	576											1,410	11,878	11.87%
<i>Benefits</i>																	
01-03-6014	IMRF		231	-											231	19,966	0.00%
01-03-6380	EMPLOYEE HEALTH & LIFE INSURANCE		205	21,044											21,249	250,894	8.47%
01-03-6685	POLICE PENSION CONTRIBUTION		36,309	157,587											193,896	445,090	43.56%
<i>Contractual</i>																	
01-03-6310	PROF FEES - ANIMAL CONTROL		-	-											-	1,000	0.00%
01-03-6331	COMMUNITY SERVICE & AFFAIRS		-	-											-	1,000	0.00%
01-03-6335	PROF FEES - COMPUTER R&M		1,358	2,538											3,896	20,000	19.48%
01-03-6340	PROF FEES - DISPATCH SVCS		-	32,409											32,409	185,184	17.50%
01-03-6360	DUES SUBSCR. & MEMBERSHIPS		-	1,780											1,780	12,500	14.24%
01-03-6460	LEGAL SERVICES		2,238	5,611											7,848	27,000	29.07%
01-03-6510	MAINTENANCE - EQUIPMENT		-	2,375											2,375	4,000	59.38%
01-03-6640	MAINT-VEHICLES		256	-											256	15,000	1.71%
01-03-6650	NOTICES/LEGAL PUBLICATIONS		-	-											-	500	0.00%
01-03-6670	PROF FEES - OTHER		595	113											707	10,000	7.07%
01-03-6760	TELEPHONE/INTERNET		155	2,769											2,924	20,000	14.62%
01-03-6770	TRAINING, MTG & TRAVEL EXPENSE		-	-											-	15,000	0.00%
01-03-7321	LEASED EQUIPMENT EXPENSE		224	5,085											5,309	40,000	13.27%
<i>Supplies</i>																	
01-03-6671	K-9 PROGRAM EXPENSES		-	258											258	1,500	17.22%
01-03-6930	GASOLINE & OIL		3,539	5,384											8,924	40,000	22.31%
01-03-6960	OFFICE SUPPLIES		-	100											100	3,000	3.33%
01-03-6965	POSTAGE		-	150											150	1,000	15.00%
01-03-6970	OPER SUPPLIES AND TOOLS		152	483											635	18,000	3.53%
01-03-7010	UNIFORMS & ACCESSORIES		-	7,743											7,743	20,000	38.72%
<i>Miscellaneous</i>																	
01-03-6775	GRANT EXPENDITURES		-	-											-	-	0.00%
01-03-7160	MISC. EXPENSE		-	-											-	-	0.00%
01-03-7320	EQUIPMENT PURCHASES		686	610											1,296	21,000	6.17%
01-03-7360	EXPENSED EQUIPMENT		-	-											-	3,000	0.00%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023	
			May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23		BUDGET	% of Budget
01-03-8020	TRANSFER TO OTHER FUNDS		-	-											-	-	0.00%
TOTAL EXPENDITURES: POLICE			168,550	371,774	-	-	-	-	-	-	-	-	-	-	540,325	3,088,821	17.49%
PUBLIC WORKS EXPENDITURES																	
<i>Salaries and Wages</i>																	
01-05-6010	WAGES - PW		20,718	24,782											45,500	390,993	11.64%
01-05-6015	OVERTIME WAGES		549	474											1,024	10,000	10.24%
01-05-6020	PART TIME WAGES		-	-											-	-	0.00%
01-05-6011	FICA TAX		1,585	1,859											3,444	25,895	13.30%
01-05-6013	SUTA TAX		99	150											250	4,112	6.07%
<i>Benefits</i>																	
01-05-6014	IMRF		1,107	-											1,107	32,820	3.37%
01-05-6380	EMPLOYEE HEALTH & LIFE INSURANCE		-	4,340											4,340	53,515	8.11%
<i>Contractual</i>																	
01-05-6335	PROF FEES - COMPUTER R&M		-	-											-	1,000	0.00%
01-05-6360	DUES SUBSCR. & MEMBERSHIPS		-	222											222	500	44.40%
01-05-6390	PROF FEES - ENGINEERING		-	-											-	-	0.00%
01-05-6440	PROF FEES - JULIE LOCATE		-	-											-	1,500	0.00%
01-05-6670	PROF FEES- OTHER		-	-											-	500	0.00%
01-05-6460	LEGAL SERVICES		-	-											-	-	0.00%
01-05-6650	NOTICES/LEGAL PUBLICATIONS		-	-											-	-	0.00%
01-05-6710	RENTAL OF EQUIPMENT		-	-											-	-	0.00%
01-05-6740	STREET LIGHT ELECTRICITY		1,577	16,055											17,632	70,000	25.19%
01-05-6760	TELEPHONE/INTERNET		-	902											902	5,500	16.40%
01-05-6770	TRAINING, MTG & TRAVEL EXPENSE		-	-											-	1,500	0.00%
01-05-6780	TREE AND WEED REMOVAL		-	-											-	-	0.00%
01-05-6965	POSTAGE		-	50											50	100	50.00%
<i>Supplies</i>																	
01-05-6480	MAINT-BRIDGES		-	-											-	5,000	0.00%
01-05-6500	MAINT-CURBS & GUTTERS		-	-											-	3,000	0.00%
01-05-6510	MAINTENANCE - EQUIPMENT		8,013	120											8,132	16,000	50.83%
01-05-6570	MAINT-SIDEWALKS		-	-											-	3,000	0.00%
01-05-6580	MAINT-STORM SEWERS		-	-											-	5,000	0.00%
01-05-6590	MAINT-STREETS		508	2,137											2,645	25,000	10.58%
01-05-6640	MAINT-VEHICLES		1,529	268											1,797	15,000	11.98%
01-05-6785	MOWING		-	-											-	-	0.00%
01-05-6930	GASOLINE & OIL		1,800	3,000											4,800	20,311	23.63%
01-05-6960	OFFICE SUPPLIES		-	-											-	1,000	0.00%
01-05-6970	OPER SUPPLIES AND TOOLS		613	595											1,208	11,000	10.98%
01-05-6990	SIGN REPLACEMENT		-	-											-	2,500	0.00%
01-05-7010	UNIFORMS & ACCESSORIES		-	-											-	2,000	0.00%
01-05-7160	MISC. EXPENSE		-	-											-	-	0.00%
<i>Debt Service</i>																	
01-05-7323	EQUIP LOAN - PRINC		58,993	-											58,993	59,161	99.72%
01-05-7324	EQUIP LOAN - INTEREST		4,245	-											4,245	4,077	104.12%
<i>Miscellaneous</i>																	
01-05-7320	EQUIPMENT PURCHASES		-	-											-	10,000	0.00%
01-05-7321	LEASED EQUIPMENT		-	-											-	47,500	0.00%
01-05-7360	EXPENSED EQUIPMENT		-	-											-	2,000	0.00%
01-05-8020	TRANSFERS TO OTHER FUNDS		-	-											-	-	0.00%
01-05-6252	CITY BEAUTIFICATION		-	-											-	-	0.00%
TOTAL EXPENDITURES: PUBLIC WORKS			101,336	54,955	-	-	-	-	-	-	-	-	-	-	156,291	829,484	18.84%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023 BUDGET	% of Budget
		May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23			
BUILDING DEPARTMENT EXPENDITURES																
<i>Salaries and Wages</i>																
01-13-6010	WAGES - BLDG.	1,667	1,667											3,333	21,500	15.50%
01-13-6011	FICA TAX	128	128											255	1,645	15.50%
01-13-6012	CITY ENGINEER SERVICES	-	-											-	-	0.00%
01-13-6013	SUTA TAX	59	59											118	758	15.50%
<i>Contractual</i>																
01-13-6337	CONSULTING FEE	-	-											-	27,000	0.00%
01-13-6360	DUES SUBSCRIP. & MEMBERSHIPS	-	-											-	500	0.00%
01-13-6380	EMPLOYEE HEALTH & LIFE INRUANCE	(2,357)	-											(2,357)	-	0.00%
01-13-6460	LEGAL SERVICES	-	-											-	100	0.00%
01-13-6760	TELEPHONE/INTERNET	-	42											42	500	8.46%
01-13-6770	TRAINING, MTG & TRAVEL EXPENSE	-	-											-	-	0.00%
01-13-6965	POSTAGE	-	-											-	100	0.00%
<i>Supplies</i>																
01-13-6335	PROF FEES- COMPUTER R & M	-	-											-	500	0.00%
01-13-6960	OFFICE SUPPLIES	-	-											-	500	0.00%
01-13-6970	OPER SUPPLIES AND TOOLS	-	-											-	500	0.00%
01-13-7160	MISC. EXPENSE	-	-											-	-	0.00%
01-13-7320	EQUIPMENT PURCHASES	-	-											-	-	0.00%
01-13-7360	EXPENSED EQUIPMENT	-	-											-	500	0.00%
TOTAL EXPENDITURES: BUILDING DEPARTMENT		(504)	1,895	-	-	-	-	-	-	-	-	-	-	1,391	54,103	2.57%
PLANNING & ZONING EXPENDITURES																
<i>Salaries and Wages</i>																
01-14-6010	WAGES - P & Z	-	-											-	500	0.00%
01-14-6011	FICA TAX	7	-											7	15	44.73%
01-14-6013	SUTA TAX	-	-											-	5	0.00%
<i>Benefits</i>																
01-14-6014	IMRF	-	-											-	15	0.00%
01-14-6380	EMPLOYEE HEALTH & LIFE INSURANCE	-	-											-	-	0.00%
<i>Contractual</i>																
01-14-6012	CITY ENGINEER SERVICES	90	-											90	-	0.00%
01-14-6337	CONSULTING FEE	-	-											-	17,500	0.00%
01-14-6338	CONSULTING FEES - DEVELOPERS	-	560											560	62,000	0.90%
01-14-6461	LEGAL SERVICES - DEVELOPERS	-	-											-	1,000	0.00%
01-14-6650	NOTICES/LEGAL PUBLICATIONS	-	-											-	1,000	0.00%
01-14-6965	POSTAGE	-	-											-	-	0.00%
<i>Supplies</i>																
01-14-6960	OFFICE SUPPLIES	-	-											-	-	0.00%
01-14-7160	MISC. EXPENSE	-	-											-	-	0.00%
TOTAL EXPENDITURES: PLANNING & ZONING		97	560	-	-	-	-	-	-	-	-	-	-	657	82,035	0.80%
INSURANCE EXPENDITURES																
<i>Contractual</i>																
01-25-6470	PROP, EQUIP & LIAB. INS	-	-											-	265,949	0.00%
01-25-6690	W/COMP INS	-	15,122											15,122	98,282	15.39%
01-25-6691	LIABILITY INS. DEDUCTIBLE	-	-											-	-	0.00%
TOTAL EXPENDITURES: INSURANCE		-	15,122	-	-	-	-	-	-	-	-	-	-	15,122	364,231	4.15%
TOTAL FUND REVENUES		593,344	735,178	-	-	-	-	-	-	-	-	-	-	1,328,522	6,491,492	20.47%
TOTAL FUND EXPENDITURES		305,371	540,925	-	-	-	-	-	-	-	-	-	-	846,295	6,146,119	13.77%
FUND SURPLUS (DEFICIT)		287,973	194,254	-	-	-	-	-	-	-	-	-	-	482,227	345,373	139.62%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023 BUDGET	% of Budget
			May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23			
WATER FUND																	
WATER CAPITAL REVENUES																	
<i>Charges for Service</i>																	
02-17-4610	WATER CAPACITY USER FEE		-	-											-	-	0.00%
02-17-4550	METER REPL PROGRAM FEES		25	5,669											5,695	67,002	8.50%
02-17-4555	WATER PLANT DEBT SERVICE FEE		(689)	24,683											23,994	283,538	8.46%
02-17-4595	PENALTY FEE		2,622	4,981											7,604	40,440	18.80%
02-17-4680	WATER DIST SYS MAINT FEE		-	-											-	2,000	0.00%
<i>Investment Income</i>																	
02-17-4850	INTEREST INCOME		345	-											345	252	137.16%
<i>Miscellaneous</i>																	
02-17-4875	RENTAL OF PROPERTY - TOWER LS		-	-											-	7,605	0.00%
TOTAL REVENUES: WATER CAPITAL			2,303	35,334	-	-	-	-	-	-	-	-	-	-	37,638	400,837	9.39%
WATER CAPITAL EXPENDITURES																	
<i>Capital Projects</i>																	
02-17-7400	CDBG WATER MAIN RPLMNT		-	-											-	-	0.00%
<i>Contractual Services</i>																	
02-17-6337	CONSULTING FEE		-	-											-	5,000	0.00%
02-17-6390	PROF FEES - ENGINEERING		-	-											-	9,500	0.00%
02-17-6460	LEGAL SERVICE FEES		-	-											-	500	0.00%
<i>Supplies</i>																	
02-17-6510	MAINTENANCE - EQUIPMENT		-	-											-	-	0.00%
02-17-6620	MAINT - WATER METERS		64,722	1,817											66,539	150,000	44.36%
<i>Debt Service</i>																	
02-17-7322	WATER CAPITAL PROJECTS		-	-											-	471,500	0.00%
17-00-7325	LOAN - CAPITAL IMPROVEMENTS		-	-											-	-	0.00%
<i>Miscellaneous</i>																	
02-17-7320	EQUIPMENT PURCHASES		-	80,594											80,594	175,000	46.05%
TOTAL EXPENDITURES: WATER CAPITAL			64,722	82,411	-	-	-	-	-	-	-	-	-	-	147,133	811,500	18.13%
WATER OPERATIONS REVENUE																	
<i>Charges for Service</i>																	
02-21-4590	WATER SERVICE FEES		457	104,947											105,403	1,224,645	8.61%
02-21-4610	WATER CAPACITY USER FEES		-	-											-	2,500	0.00%
02-21-4620	WATER METER FEES		2,535	-											2,535	13,544	18.71%
<i>Investment Income</i>																	
02-21-4850	INTEREST INCOME		2,059	-											2,059	1,000	205.90%
<i>Reimbursements</i>																	
02-21-4870	OTHER REIMBURSEMENTS		-	-											-	10,000	0.00%
<i>Miscellaneous</i>																	
02-21-4860	OTHER INCOME - MISC.		525	550											1,075	2,754	39.03%
<i>Other Financing Uses</i>																	
02-21-4910	TRANSFERS FROM OTHER FUNDS		-	-											-	-	0.00%
TOTAL REVENUES: WATER OPERATIONS			5,575	105,497	-	-	-	-	-	-	-	-	-	-	111,072	1,254,443	8.85%
WATER OPERATIONS EXPENDITURES																	
<i>Salaries and Wages</i>																	
02-21-6010	WAGES - WATER		20,941	35,882											56,822	495,713	11.46%
02-21-6015	OVERTIME WAGES		152	1,649											1,801	32,000	5.63%
02-21-6020	PART TIME WAGES		-	-											-	-	0.00%
<i>Benefits</i>																	
02-21-6011	FICA TAXES - WATER DEPT		1,555	2,773											4,328	28,757	15.05%
02-21-6013	SUTA TAXES - WATER DEPT		97	27											123	3,250	3.79%
02-21-6014	IMRF - WATER DEPT		1,982	-											1,982	43,877	4.52%
02-21-6380	EE HEALTH INS. & LIFE INS.		-	7,291											7,291	122,611	5.95%
02-21-6690	W/COMP INS		-	3,289											3,289	24,000	13.70%
<i>Contractual Services</i>																	

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2023		
		8% May-22	17% June-22	25% July-22	33% August-22	42% September-22	50% October-22	58% November-22	67% December-22	75% January-23	83% February-23	92% March-23	100% April-23		BUDGET	% of Budget	
02-21-6335	PROF FEES - COMPUTER R&M	(298)	5,098												4,799	15,000	32.00%
02-21-6337	PROF FEES - CONSULTING	-	-												-	14,000	0.00%
02-21-6360	DUES, SUBSCR. & MEMBERSHIPS	-	285												285	2,000	14.24%
02-21-6460	LEGAL SERVICES	-	-												-	500	0.00%
02-21-6470	PROP, EQUIP, & LIABILTY INS	-	-												-	96,498	0.00%
02-21-6510	MAINTENANCE - EQUIPMENT	-	-												-	40,000	0.00%
02-21-6640	MAINT - VEHICLES	-	-												-	1,200	0.00%
02-21-6650	NOTICES/LEGAL PUBLICATIONS	-	-												-	500	0.00%
02-21-6670	PROF FEES - OTHER - LABS	(1,170)	3,044												1,874	10,000	18.74%
02-21-6671	TESTING & CALIBRATION	-	204												204	9,000	2.27%
02-21-6674	PROF FEES PRINTING & DUP	(195)	163												(32)	500	-6.49%
02-21-6730	LIME/SLUDGE DISPOSAL	-	-												-	32,000	0.00%
02-21-6760	TELEPHONE/INTERNET	-	585												585	5,500	10.64%
02-21-6770	TRAINING, MTG & TRAVEL EXPENSE	-	-												-	3,000	0.00%
02-21-6810	UTILITIES	-	3,697												3,697	60,000	6.16%
02-21-7940	SERVICE INVESTMENT FEES	-	-												-	9,750	0.00%
02-21-7321	LEASED EQUIPMENT EXPENSE	-	400												400	2,400	16.68%
Supplies																	
02-21-6520	MAINT - WELL	-	-												-	4,000	0.00%
02-21-6530	MAINTENANCE - SITE GRNDS/BLDG	-	1,065												1,065	5,000	21.30%
02-21-6540	MAINT - DISTRIBUTION	-	4,391												4,391	25,000	17.56%
02-21-6610	MAINT - SITE PROCESS MAINS	-	-												-	10,000	0.00%
02-21-6620	MAINT - WATER METERS	-	-												-	500	0.00%
02-21-6625	MAINT - BSTRSTN / TOWERS	-	-												-	5,000	0.00%
02-21-6930	GASOLINE & OIL	-	567												567	5,000	11.33%
02-21-6960	OFFICE SUPPLIES	-	-												-	4,700	0.00%
02-21-6965	POSTAGE	-	300												300	1,500	20.00%
02-21-6970	OP SUPPLIES AND TOOLS	-	473												473	20,000	2.36%
02-21-7010	UNIFORMS & ACCESSORIES	-	236												236	1,000	23.59%
02-21-7030	WATER TREATMENT CHEMICALS	-	8,924												8,924	100,000	8.92%
Debt Service																	
02-21-7928	WTR IEPA LOAN #2 PRINCIPLE	-	-												-	29,787	0.00%
02-21-7929	WTR IEPA LOAN #2 - INTEREST	-	-												-	10,955	0.00%
02-21-7932	WTR IEPA LOAN #1 PRINCIPLE	-	-												-	24,960	0.00%
02-21-7934	WTR IEPA LOAN #1 - INTEREST	-	-												-	3,578	0.00%
Miscellaneous																	
02-21-7160	MISC. EXPENSE	-	-												-	-	0.00%
02-21-7320	EQUIPMENT PURCHASES	-	-												-	30,000	0.00%
02-21-7360	EXPENSED EQUIPMENT	-	-												-	5,000	0.00%
02-21-7950	REFUNDS	-	507												507	500	101.38%
Other Financing Uses																	
02-21-8020	TRANSFERS TO OTHER FUNDS	-	-												-	-	0.00%
TOTAL EXPENDITURES: WATER OPERATION		23,063	80,848	-	-	-	-	-	-	-	-	-	-	-	103,911	1,338,536	7.76%
Garbage Service Revenue																	
Charges for Service																	
02-23-4530	GARBAGE COLLECTION FEES	219	40,211												40,430	504,474	8.01%
GARBAGE EXPENDITURES																	
Contractual																	
02-23-6420	GARBAGE COLLECTION EXPENSE	(41,401)	-												(41,401)	537,508	-7.70%
TOTAL EXPENDITURES: GARBAGE		(41,401)	-	-	-	-	-	-	-	-	-	-	-	-	(41,401)	537,508	-7.70%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023	
		May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23		BUDGET	% of Budget
TOTAL FUND REVENUES		8,098	181,042	-	-	-	-	-	-	-	-	-	-	189,140	2,159,755	8.76%
TOTAL FUND EXPENDITURES		46,384	163,259	-	-	-	-	-	-	-	-	-	-	209,643	2,687,544	7.80%
FUND SURPLUS (DEFICIT)		(38,286)	17,782	-	-	-	-	-	-	-	-	-	-	(20,504)	(527,790)	3.88%

* The May 1 utility bill had a journal entry date in April 2022. An adjustment will be made next month to move water revenue into May.

SEWER FUND

SEWER OPERATIONS REVENUE

Charges for Service																
04-00-4560	SEWER SERVICE FEES	487	95,463											95,950	1,126,107	8.52%
04-00-4570	SEWER CAPACITY USER FEE	-	-											-	94,240	0.00%
Reimbursements																
04-00-4870	OTHER REIMBURSEMENTS	-	-											-	-	0.00%
Miscellaneous																
04-00-4860	OTHER INCOME - MISC	50	100											150	1,000	15.00%
Other Financing Uses																
04-00-4850	INTEREST INCOME	-	-											-	-	0.00%
04-00-4910	TRANSFERS TO OTHER FUNDS	-	-											-	-	0.00%
TOTAL REVENUES: SEWER OPERATIONS		537	95,563	-	-	-	-	-	-	-	-	-	-	96,100	1,221,347	7.87%

SEWER OPERATIONS EXPENDITURES

Salaries and Wages																
04-00-6010	WAGES & SALARIES	21,643	33,463											55,107	472,249	11.67%
04-00-6015	OVERTIME WAGES	960	710											1,670	15,914	10.49%
04-00-6020	PT WAGES	-	-											-	-	0.00%
Benefits																
04-00-6011	FICA TAXES	1,653	2,512											4,165	28,038	14.85%
04-00-6013	SUTA TAXES	97	27											123	3,335	3.69%
04-00-6014	IMRF/SLEP CONTRIBUTIONS	1,813	-											1,813	41,800	4.34%
04-00-6380	EMPLOYEE HEALTH & LIFE INS	-	6,585											6,585	107,758	6.11%
Contractual Services																
04-00-6335	PROF FEES - COMPUTER R&M	(413)	5,098											4,684	12,000	39.04%
04-00-6360	DUES, SUPSCRIP. & MEMBERSHIPS	-	285											285	1,500	18.99%
04-00-6390	PROF FEES - ENGINEERING	-	-											-	-	0.00%
04-00-6470	PROP, EQUIP, & LIAB INSURANCE	-	-											-	91,902	0.00%
04-00-6510	MAINTENANCE - EQUIPMENT	-	339											339	25,000	1.36%
04-00-6640	MAINT - VEHICLES	-	468											468	29,000	1.61%
04-00-6671	TESTING AND CALIBRATION	-	1,808											1,808	39,000	4.64%
04-00-6650	NOTICES/LEGAL PUBLICATIONS	-	-											-	500	0.00%
04-00-6670	PROF FEES - OTHER	-	-											-	1,500	0.00%
04-00-6690	W/ COMP INSURANCE	-	2,977											2,977	19,845	15.00%
04-00-6730	LIME & SLUDGE DISPOSAL	(70)	-											(70)	34,131	-0.21%
04-00-6760	TELE/INTERNET SERVICE	-	516											516	5,000	10.31%
04-00-7940	SERVICE & INVESTMENT FEES	-	-											-	9,000	0.00%
Supplies																
04-00-6530	MAINTENANCE - GRNDS/BLDG	(2,426)	1,220											(1,206)	16,500	-7.31%
04-00-6560	MAINT - SWRS COLLECTION/LIFT STN	-	-											-	24,000	0.00%
04-00-6561	MAINT - SWRS - PROCESS	-	2,331											2,331	40,000	5.83%
04-00-6674	PROF FEES- PRINTING 7 DUPLIC	(195)	163											(32)	3,000	0.00%
04-00-6770	TRAINING, MTG, & TRAVEL	-	-											-	4,000	0.00%
04-00-6810	UTILITIES	-	4,112											4,112	85,000	4.84%
04-00-6930	GASOLINE & OIL	-	472											472	5,000	9.45%
04-00-6960	OFFICE SUPPLIES	-	609											609	3,000	20.31%
04-00-6965	POSTAGE	-	300											300	1,000	30.00%
04-00-6970	OPER SUPPLIES AND TOOLS	(82)	1,990											1,908	20,000	9.54%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023	
			May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23		BUDGET	% of Budget
04-00-6985	SEWER CHEMICALS		-	65											65	65,000	0.10%
04-00-7010	UNIFORMS & ACESORY		-	-											-	1,500	0.00%
<i>Debt Service</i>																	
04-00-7935	IEPA ARS BND SERIES '20 PRIN.		-	-											-	735,000	0.00%
04-00-7936	IEPA ARS BND SERIES '20 INT.		-	-											-	142,800	0.00%
<i>Miscellaneous</i>																	
04-00-7320	EQUIPMENT PURCHASES		-	-											-	2,000	0.00%
04-00-7321	LEASED EQUIPMENT		-	400											400	1,000	40.04%
04-00-7360	EXPENSED EQUIP.		-	-											-	2,000	0.00%
04-00-7950	REFUNDS		-	-											-	500	0.00%
<i>Other Financing Uses</i>																	
04-00-8020	TRANSFERS TO OTHER FUNDS		-	-											-	-	0.00%
TOTAL EXPENDITURES: SEWER OPERATION			22,980	66,449	-	-	-	-	-	-	-	-	-	-	89,429	2,088,772	4.28%

SEWER CAPITAL REVENUES

<i>Charges for Service</i>																	
04-03-4555	WWTP DEBT SERVICE REVNU		(2,757)	95,789											93,032	1,149,945	8.09%
04-03-4580	SEWER COLLECTN SYS. MAINT FEE		-	-											-	6,000	0.00%
04-03-4595	PENALTY FEE		3,165	5,661											8,826	40,000	22.07%
<i>Investment Income</i>																	
04-03-4850	INTEREST INCOME		167	-											167	74	225.24%
<i>Miscellaneous</i>																	
04-03-4875	RENTAL OF PROPERTY - TOWER LS		(2,000)	-											(2,000)	23,780	-8.41%
<i>Other Financing Uses</i>																	
04-03-4910	TRANSFERS FROM OTHER FUNDS		-	-											-	-	0.00%
TOTAL REVENUES: SEWER CAPITAL			(1,425)	101,450	-	-	-	-	-	-	-	-	-	-	100,025	1,219,799	8.20%

SEWER CAPITAL EXPENDITURES

<i>Contractual Services</i>																	
04-03-6390	PROF FEES - ENGINEERING		-	-											-	117,000	0.00%
04-03-6460	LEGAL SERVICES		-	-											-	-	0.00%
04-03-6670	PROF FEES - OTHER		-	-											-	-	0.00%
04-03-7320	EQUIPMENT PURCHASES		-	-											-	278,000	0.00%
04-03-7325	LOAN - CAPITAL IMPROVEMENT PROJECTS		-	-											-	-	0.00%
04-03-7430	SEWER COLLECTION LINE UPGRADE		-	-											-	50,000	0.00%
04-03-7450	MISC. OTHER CPAITAL PROJECTS		-	-											-	395,000	0.00%
04-03-8020	TRANSFERS TO OTHER FUNDS		-	-											-	-	0.00%
<i>Miscellaneous</i>																	
04-03-7160	MISC. EXPENSE		-	-											-	-	0.00%
04-03-8021	CONTINGENCY		-	-											-	-	0.00%
TOTAL EXPENDITURES: SEWER CAPITAL			-	-	-	-	-	-	-	-	-	-	-	-	-	840,000	0.00%

TOTAL FUND REVENUES	(734)	197,013	-	-	-	-	-	-	-	-	-	-	-	-	196,279	2,441,146	8.04%
TOTAL FUND EXPENDITURES	22,980	66,449	-	-	-	-	-	-	-	-	-	-	-	-	89,429	2,928,772	3.05%
FUND SURPLUS (DEFICIT)	(23,714)	130,564	-	-	-	-	-	-	-	-	-	-	-	-	106,850	(487,626)	-21.91%

* The May 01 utility bill had a journal entry date in April 2022. An adjustment will be made next month to move sewer revenue into May.

MOTOR FUEL TAX REVENUES

<i>Taxes</i>																	
06-00-4120	MFT STATE ALLOTMENTS		11,114	-											11,114	133,104	8.35%
06-00-4121	TRANSPORTATION RENEWAL		8,094	-											8,094	100,253	8.07%
06-00-4122	REBUILD IL		-	-											-	62,872	0.00%
<i>Intergovernmental</i>																	
06-00-4110	GRANTS - FEDERAL		-	-											-	-	0.00%
<i>Investment Income</i>																	

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2023			
			8% May-22	17% June-22	25% July-22	33% August-22	42% September-22	50% October-22	58% November-22	67% December-22	75% January-23	83% February-23	92% March-23	100% April-23		BUDGET	% of Budget		
07-00-7320	EQUIPMENT PURCHASES		-	-													-	7,000	0.00%
07-00-7360	EXPENSED EQUIPMENT		-	-													-	500	0.00%
<i>Other Financing Uses</i>																			
07-00-8020	TRANSFERS TO OTHER FUNDS		-	-													-	50,000	0.00%
TOTAL EXPENDITURES: ESDA			4,440	5,874	-	-	-	-	-	-	-	-	-	-	-	-	10,314	122,926	8.39%
TOTAL FUND REVENUES			110	478	-	-	-	-	-	-	-	-	-	-	-	-	588	122,928	0.48%
TOTAL FUND EXPENDITURES			4,440	5,874	-	-	-	-	-	-	-	-	-	-	-	-	10,314	122,926	8.39%
FUND SURPLUS (DEFICIT)			(4,330)	(5,396)	-	-	-	-	-	-	-	-	-	-	-	-	(9,726)	2	-562189.02%

DEBT SERVICE REVENUE

<i>Taxes</i>																			
12-00-4025	SSA DEER RIDGE SUBD REPAYMENTS		-	1,941													1,941	32,000	6.07%
<i>Investment Income</i>																			
12-00-4850	INTEREST INCOME		45	-													45	100	44.77%
<i>Other Financing Uses</i>																			
12-00-4900	TRANSFERS TO OTHER FUNDS		-	-													-	-	0.00%
12-00-4860	OTHER INCOME MISC		-	-													-	-	0.00%
TOTAL REVENUES: DEBT SERVICE			45	1,941	-	-	-	-	-	-	-	-	-	-	-	-	1,986	32,100	6.19%

DEBT SERVICES EXPENDITURES

<i>Debt Service</i>																			
12-00-7920	SSA 2008 SERIES BOND - PRINCIPLE		-	-													-	30,000	0.00%
12-00-7922	SERIES 2020 ARS BOND PRINCIPLE		-	-													-	-	0.00%
12-00-7923	SERIES 2020 ARS BOND INTEREST		-	-													-	-	0.00%
12-00-7930	SSA 2008 SERIES BOND - INTEREST		-	-													-	1,950	0.00%
12-00-7931	SERIES 2015 ARS BOND PRINCIPAL		-	-													-	-	0.00%
12-00-7933	SERIES 2015 ARS BONDS INT.		-	-													-	-	0.00%
<i>Contractual Services</i>																			
12-00-7940	SERVICE & INVESTMENT FEES		-	-													-	100	0.00%
<i>Miscellaneous</i>																			
12-00-7160	MISC EXPENSE		3	-													3	100	3.00%
12-00-8021	CONTINGENCY		-	-													-	581,165	0.00%
<i>Other Financing Uses</i>																			
12-00-8020	TRANSFERS TO OTHER FUNDS		-	-													-	-	0.00%
TOTAL EXPENDITURES: DEBT SERVICE			3	-	-	-	-	-	-	-	-	-	-	-	-	-	3	613,315	0.00%
TOTAL FUND REVENUES			45	1,941	-	-	-	-	-	-	-	-	-	-	-	-	1,986	32,100	6.19%
TOTAL FUND EXPENDITURES			3	-	-	-	-	-	-	-	-	-	-	-	-	-	3	613,315	0.00%
FUND SURPLUS (DEFICIT)			42	1,941	-	-	-	-	-	-	-	-	-	-	-	-	1,983	(581,215)	-0.34%

MOBILE EQUIPMENT FUND REVENUE

<i>Miscellaneous</i>																			
21-00-4911	PUBLIC WORKS VEHICLE REPLCMNT		-	-													-	117,000	0.00%
21-00-4912	WPD VEHICLE FINES & TRANSFERS		-	140													140	2,000	7.00%
21-00-4915	ESDA VEHICLE MEF REPLCMNT		-	-													-	50,000	0.00%
21-00-4916	PD VEHICLE REPLACEMENT		-	-													-	100,000	0.00%
TOTAL REVENUES: MOBILE EQUIPMENT FUND			-	140	-	-	-	-	-	-	-	-	-	-	-	-	140	269,000	0.05%

MOBILE EQUIPMENT FUND EXPENDITURES

<i>Miscellaneous</i>																			
21-00-7410	WPD MEF VEHICLE PURCHASE		-	-													-	100,000	0.00%
21-00-7411	PUBLIC WORKS VEHICLE PURCHASE		-	-													-	117,000	0.00%
21-00-7412	ESDA MEF VEHICLE PURCHASE		-	-													-	50,000	0.00%
<i>Other Financing Uses</i>																			
21-00-8020	TRANSFERS TO OTHER FUNDS		-	-													-	-	0.00%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023		
		May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23		BUDGET	% of Budget	
TOTAL EXPENDITURES: MOBILE EQUIPMENT FUND		-	-	-	-	-	-	-	-	-	-	-	-	-	-	267,000	0.00%
TOTAL FUND REVENUES		-	140	-	-	-	-	-	-	-	-	-	-	140	269,000	0.05%	
TOTAL FUND EXPENDITURES		-	-	-	-	-	-	-	-	-	-	-	-	-	267,000	0.00%	
FUND SURPLUS (DEFICIT)		-	140	-	-	-	-	-	-	-	-	-	-	140	2,000	7.00%	

CAPITAL PROJECT FUND REVENUE

Intergovernmental																
24-00-4883	EDP-RT 53/N RIVER RD	-	-											-	-	0.00%
24-00-4886	EDP-SO. ARS/RT 53	-	-											-	-	0.00%
24-00-4887	EDP-RT 53/PEOTONE	-	-											-	-	0.00%
24-00-4889	WILL CO-RT 53/PEOTONE RD	-	-											-	-	0.00%
Debt Service																
24-00-4843	BOND PROCEEDS-ANNUAL SERIES	-	-											-	-	0.00%
Investment Income																
24-00-4850	INTEREST INCOME	102	-											102	-	0.00%
Reimbursements																
24-00-4870	OTHER REIMBURSEMENTS	-	-											-	-	0.00%
Miscellaneous																
24-00-4110	GRANTS-IDOT KKK ST/FKD CRK B	-	-											-	-	0.00%
24-00-4160	GRANTS-STATE	-	-											-	-	0.00%
24-00-4860	OTHER INCOME - MISC.	-	-											-	-	0.00%
24-00-4871	DEVELOPERS FEES	-	-											-	-	0.00%
24-00-4872	ARPA FUNDS	-	-											-	384,246	0.00%
Other Financing Uses																
24-00-4910	TRANSFERS FROM OTHER FUNDS	-	-											-	500,000	0.00%
TOTAL REVENUES: CAPITAL PROJECTS FUND		102	-	-	-	-	-	-	-	-	-	-	-	102	884,246	0.01%

CAPITAL PROJECT FUND EXPENDITURES

Contractual Services																
24-00-6390	PROF FEES - ENGINEERING	-	-											-	35,000	-100.00%
24-00-6670	PROF FEES-OTHER	-	-											-	-	0.00%
24-00-7315	KKK ST/FKD CRK BRIDGE PROJ EXP	-	-											-	28,612	0.00%
24-00-7415	USCS/IDOT RTE 52/PEOTONE RD	-	-											-	46,708	0.00%
24-00-7440	IDOT RT 53/N RIVER RD PROJECT	-	-											-	15,000	0.00%
24-00-7449	S ARSENAL/RT 53 IDOT/EDP	-	-											-	131,327	0.00%
24-00-7450	MISC OTHER CAP PROJECTS	-	-											-	200,000	0.00%
24-00-7940	SERVICE & INVESTMENT FEES	-	-											-	-	0.00%
Miscellaneous																
24-00-8021	CONTINGENCY	-	-											-	-	0.00%
Other Financing Uses																
24-00-8020	TRANSFERS TO OTHER FUNDS	-	-											-	-	0.00%
TOTAL EXPENDITURES: CAPITAL PROJECT FUND		-	-	-	-	-	-	-	-	-	-	-	-	-	456,647	0.00%
TOTAL FUND REVENUES		102	-	-	-	-	-	-	-	-	-	-	-	102	884,246	0.01%
TOTAL FUND EXPENDITURES		-	-	-	-	-	-	-	-	-	-	-	-	-	456,647	0.00%
FUND SURPLUS (DEFICIT)		102	-	-	-	-	-	-	-	-	-	-	-	102	427,599	0.02%

RIDGE PORT TIF #2 FUND

Taxes																
25-00-4020	PROPERTY TAXES-RIDGE PORT TIF	404,607	1,043,788											1,448,395	6,282,576	23.05%
Investment Income																
25-00-4850	INTEREST INCOME	9	-											9	100	9.25%
TOTAL REVENUES: RIDGE PORT TIF #2 FUND		404,616	1,043,788	-	-	-	-	-	-	-	-	-	-	1,448,404	6,282,676	23.05%

**CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET REPORT
For the Month Ended June 30, 2022**

ACCOUNT NUMBER DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2023 BUDGET	% of Budget
		May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23			
RIDGE PORT TIF #2 FUND EXPENDITURES																
<i>Contractual Services</i>																
25-00-7171	TIF-PROF FEES/ADMIN	-	890											890	25,000	3.56%
25-00-7172	TIF ADMIN OVERAGE EXPPNS	-	-											-	75,000	0.00%
<i>Miscellaneous</i>																
25-00-7170	DEVELOPER DISTRIBUTION EXPNS	-	-											-	6,120,413	0.00%
25-00-8020	TRANSFERS TO OTHER FUNDS	-	-											-	-	0.00%
TOTAL EXPENDITURES: RIDGE PORT TIF #2 FUND		-	890	-	-	-	-	-	-	-	-	-	-	890	6,220,413	0.01%
TOTAL FUND REVENUES		404,616	1,043,788	-	-	-	-	-	-	-	-	-	-	1,448,404	6,282,676	23.05%
TOTAL FUND EXPENDITURES		-	890	-	-	-	-	-	-	-	-	-	-	890	6,220,413	0.01%
FUND SURPLUS (DEFICIT)		404,616	1,042,898	-	-	-	-	-	-	-	-	-	-	1,447,514	62,263	0.00%
TOTAL CITY REVENUES		1,025,370	2,159,580	-	-	-	-	-	-	-	-	-	-	3,184,950	18,981,072	16.78%
TOTAL CITY EXPENDITURES		379,177	777,398	-	-	-	-	-	-	-	-	-	-	1,156,575	19,477,736	5.94%
CITY SURPLUS (DEFICIT)		646,193	1,382,182	-	-	-	-	-	-	-	-	-	-	2,028,375	(496,665)	-408.40%

CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET SUMMARY REPORT
For the Month Ended June 30, 2022

	ACTUALS BY MONTH												Year-To-Date Totals	FY23 Budget	% of Budget	
	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%				100%
	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23				
GENERAL FUND																
Revenues:																
Taxes	303,751	637,249	-	-	-	-	-	-	-	-	-	-	941,000	3,573,451	26%	
Intergovernmental	240,495	72,160	-	-	-	-	-	-	-	-	-	-	312,654	1,151,167	27%	
Licenses & Permits	18,604	18,973	-	-	-	-	-	-	-	-	-	-	37,577	642,225	6%	
Fines & Forfeits	26,105	(1,436)	-	-	-	-	-	-	-	-	-	-	24,669	168,200	15%	
Reimbursements	1,535	-	-	-	-	-	-	-	-	-	-	-	1,535	326,006	0%	
Miscellaneous	2,855	8,232	-	-	-	-	-	-	-	-	-	-	11,087	630,443	2%	
<i>Total GC Revenue</i>	<i>593,344</i>	<i>735,178</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,328,522</i>	<i>6,491,492</i>	<i>20%</i>	
Finance & administration:																
Salaries & Wages	22,857	21,755	-	-	-	-	-	-	-	-	-	-	44,612	309,107	14%	
Benefits	1,040	10,283	-	-	-	-	-	-	-	-	-	-	11,322	143,914	8%	
Contractual Services	7,303	42,487	-	-	-	-	-	-	-	-	-	-	49,789	191,702	26%	
Supplies	319	3,486	-	-	-	-	-	-	-	-	-	-	3,805	45,500	8%	
Miscellaneous	-	725	-	-	-	-	-	-	-	-	-	-	725	58,500	1%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	805,322	0%	
<i>Total F&A Expenditures</i>	<i>31,519</i>	<i>78,735</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>110,254</i>	<i>1,554,045</i>	<i>7%</i>	
Police:																
Salaries & Wages	122,602	125,736	-	-	-	-	-	-	-	-	-	-	248,338	1,914,187	13%	
Benefits	36,745	178,631	-	-	-	-	-	-	-	-	-	-	215,376	715,950	30%	
Contractual Services	4,825	52,679	-	-	-	-	-	-	-	-	-	-	57,504	351,184	16%	
Supplies	3,691	14,118	-	-	-	-	-	-	-	-	-	-	17,809	83,500	21%	
Miscellaneous	686	610	-	-	-	-	-	-	-	-	-	-	1,296	24,000	5%	
<i>Total Police Expenditures</i>	<i>168,550</i>	<i>371,774</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>540,325</i>	<i>3,088,821</i>	<i>17%</i>	
Public Works:																
Salaries & Wages	22,952	27,265	-	-	-	-	-	-	-	-	-	-	50,218	431,000	12%	
Benefits	1,107	4,340	-	-	-	-	-	-	-	-	-	-	5,447	86,335	6%	
Contractual Services	1,577	17,229	-	-	-	-	-	-	-	-	-	-	18,806	80,600	23%	
Supplies	12,462	6,120	-	-	-	-	-	-	-	-	-	-	18,582	108,811	17%	
Debt Service	63,238	-	-	-	-	-	-	-	-	-	-	-	63,238	63,238	100%	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	59,500	0%	
<i>Total PWs Expenditures</i>	<i>101,336</i>	<i>54,955</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>156,291</i>	<i>829,484</i>	<i>19%</i>	
All Other Departments																
Salaries & Wages	1,860	1,853	-	-	-	-	-	-	-	-	-	-	3,713	24,423	15%	
Contractual Services	2,105	33,458	-	-	-	-	-	-	-	-	-	-	35,564	643,831	6%	
Supplies	-	149	-	-	-	-	-	-	-	-	-	-	149	5,500	3%	
<i>Total All Other Departments</i>	<i>3,965</i>	<i>35,461</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>39,426</i>	<i>673,754</i>		
General Fund Total Revenues	593,344	735,178	-	-	-	-	-	-	-	-	-	-	1,328,522	6,491,492	20%	
General Fund Total Expenditures	305,371	540,925	-	-	-	-	-	-	-	-	-	-	846,295	6,146,119	14%	
Fund Surplus/(Deficit)	287,973	194,254	-	-	-	-	-	-	-	-	-	-	482,227	345,373		

WATER & SEWER FUND																
Revenues:																
Charges for Service	6,218	377,405	-	-	-	-	-	-	-	-	-	-	383,622	4,554,436	8%	
Investment Income	2,571	-	-	-	-	-	-	-	-	-	-	-	2,571	1,326	194%	
Miscellaneous	(1,425)	650	-	-	-	-	-	-	-	-	-	-	(775)	35,139	-2%	
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
<i>Total Water Revenue</i>	<i>7,364</i>	<i>378,055</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>385,418</i>	<i>4,600,901</i>	<i>8%</i>	
Water & Sewer Capital:																
Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
Contractual Services	-	-	-	-	-	-	-	-	-	-	-	-	-	855,000	0%	
Supplies	64,722	1,817	-	-	-	-	-	-	-	-	-	-	66,539	150,000	44%	

CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET SUMMARY REPORT
For the Month Ended June 30, 2022

	% of Fiscal Year	ACTUALS BY MONTH												Year-To-Date Totals	FY23 Budget	% of Budget	
		8% May-22	17% Jun-22	25% Jul-22	33% Aug-22	42% Sep-22	50% Oct-22	58% Nov-22	67% Dec-22	75% Jan-23	83% Feb-23	92% Mar-23	100% Apr-23				
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	471,500	0%
Miscellaneous	-	80,594	-	-	-	-	-	-	-	-	-	-	-	-	80,594	175,000	46%
Water & Sewer Operations:																	
Salaries & Wages	43,696	71,704	-	-	-	-	-	-	-	-	-	-	-	-	115,400	1,015,876	11%
Benefits	7,197	22,502	-	-	-	-	-	-	-	-	-	-	-	-	29,699	403,426	7%
Contractual Services	(2,147)	24,967	-	-	-	-	-	-	-	-	-	-	-	-	22,819	570,226	4%
Supplies	(2,703)	27,218	-	-	-	-	-	-	-	-	-	-	-	-	24,515	449,700	5%
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	947,080	0%
Miscellaneous	-	907	-	-	-	-	-	-	-	-	-	-	-	-	907	41,000	2%
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
<i>Total Water Expenditures</i>	<i>110,765</i>	<i>229,709</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>340,473</i>	<i>5,078,808</i>	<i>7%</i>	
Garbage:																	
Contractual Services	(41,401)	-	-	-	-	-	-	-	-	-	-	-	-	-	(41,401)	537,508	-8%
<i>Total Garbage Expenditures</i>	<i>(41,401)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(41,401)</i>	<i>537,508</i>	<i>-8%</i>	
W&S Fund Total Revenues	7,364	378,055	-	-	-	-	-	-	-	-	-	-	-	-	385,418	4,600,901	8%
W&S Fund Total Expenditures	69,363	229,709	-	-	-	-	-	-	-	-	-	-	-	-	299,072	5,616,316	5%
Fund Surplus/(Deficit)	(62,000)	148,346	-	-	-	-	-	-	-	-	-	-	-	-	86,346	(1,015,415)	-9%
MOTOR FUEL TAX FUND																	
Revenues:																	
Taxes	19,208	-	-	-	-	-	-	-	-	-	-	-	-	-	19,208	296,229	6%
Intergovernmental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
Investment Income	581	-	-	-	-	-	-	-	-	-	-	-	-	-	581	500	116%
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
<i>Total MFT Revenue</i>	<i>19,789</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>19,789</i>	<i>297,729</i>	<i>7%</i>	
Expenditures:																	
Contractual Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	0%
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
<i>Total MFT Expenditures</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>35,000</i>	<i>0%</i>	
MFT Fund Total Revenues	19,789	-	-	-	-	-	-	-	-	-	-	-	-	-	19,789	297,729	7%
MFT Fund Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	0%
Fund Surplus/(Deficit)	19,789	-	-	-	-	-	-	-	-	-	-	-	-	-	19,789	262,729	8%
DEBT SERVICE FUND																	
Revenues:																	
Taxes	-	1,941	-	-	-	-	-	-	-	-	-	-	-	-	1,941	32,000	6%
Investment Income	45	-	-	-	-	-	-	-	-	-	-	-	-	45	100	0%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
<i>Total Debt Service Revenue</i>	<i>45</i>	<i>1,941</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,986</i>	<i>32,100</i>	<i>6%</i>	
Expenditures:																	
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31,950	0%
Contractual Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
Miscellaneous	3	-	-	-	-	-	-	-	-	-	-	-	-	3	581,265	0%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
<i>Total Debt Service Expenditures</i>	<i>3</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>3</i>	<i>613,315</i>	<i>0%</i>	
DS Fund Total Revenues	45	1,941	-	-	-	-	-	-	-	-	-	-	-	-	1,986	32,100	6%
DS Fund Total Expenditures	3	-	-	-	-	-	-	-	-	-	-	-	-	3	613,315	0%	
Fund Surplus/(Deficit)	42	1,941	-	-	-	-	-	-	-	-	-	-	-	1,983	(581,215)	0%	

CITY OF WILMINGTON
FISCAL YEAR 2023 BUDGET SUMMARY REPORT
For the Month Ended June 30, 2022

	ACTUALS BY MONTH												Year-To-Date Totals	FY23 Budget	% of Budget	
	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%				100%
	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23				
CAPITAL PROJECT FUND																
Revenues:																
Intergovernmental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
Investment Income	102	-	-	-	-	-	-	-	-	-	-	-	102	-	0%	
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	384,246	0%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	500,000	0%	
<i>Total Cap Proj. Revenue</i>	<i>102</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>102</i>	<i>884,246</i>	<i>0%</i>	
Expenditures:																
Contractual Services	-	-	-	-	-	-	-	-	-	-	-	-	-	456,647	0%	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
<i>Total Cap Proj. Expenditures</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>456,647</i>	<i>0%</i>	
Cap Proj. Fund Total Revenues	102	-	-	-	-	-	-	-	-	-	-	-	102	884,246	0%	
Cap Proj. Fund Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	456,647	0%	
Fund Surplus/(Deficit)	102	-	-	-	-	-	-	-	-	-	-	-	102	427,599	0%	
TIF FUND																
Revenues:																
Taxes	404,607	1,043,788	-	-	-	-	-	-	-	-	-	-	1,448,395	6,282,576	23%	
Investment Income	9.25	-	-	-	-	-	-	-	-	-	-	-	9	100	0%	
<i>Total TIF Revenue</i>	<i>404,616</i>	<i>1,043,788</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,448,404</i>	<i>6,282,676</i>	<i>23%</i>	
Expenditures:																
Contractual Services	-	890	-	-	-	-	-	-	-	-	-	-	890	100,000	0%	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	6,120,413	0%	
<i>Total TIF Expenditures</i>	<i>-</i>	<i>890</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>890</i>	<i>6,220,413</i>	<i>0%</i>	
TIF Fund Total Revenues	404,616	1,043,788	-	-	-	-	-	-	-	-	-	-	1,448,404	6,282,676	23%	
TIF Fund Total Expenditures	-	890	-	-	-	-	-	-	-	-	-	-	890	6,220,413	0%	
Fund Surplus/(Deficit)	404,616	1,042,898	-	-	-	-	-	-	-	-	-	-	1,447,514	62,263	0%	
NON-MAJOR FUNDS																
Revenues:																
Taxes	110	478	-	-	-	-	-	-	-	-	-	-	588	2,104	28%	
Intergovernmental	-	-	-	-	-	-	-	-	-	-	-	-	-	32,000	0%	
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	500	0%	
Misc.	-	140	-	-	-	-	-	-	-	-	-	-	140	269,000	0%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	88,324	0%	
<i>Total Non-Major Funds Revenue</i>	<i>110</i>	<i>618</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>728</i>	<i>391,928</i>	<i>0%</i>	
Expenditures:																
Salaries & Wages	3,750	-	-	-	-	-	-	-	-	-	-	-	3,750	15,900	24%	
Benefits	419	-	-	-	-	-	-	-	-	-	-	-	419	1,816	23%	
Contractual Services	-	5,094	-	-	-	-	-	-	-	-	-	-	5,094	38,500	13%	
Supplies	271	780	-	-	-	-	-	-	-	-	-	-	1,051	9,210	11%	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	274,500	0%	
Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%	
<i>Total Non-Major Funds Expenditures</i>	<i>4,440</i>	<i>5,874</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>10,314</i>	<i>389,926</i>	<i>3%</i>	
Non-Major Funds Total Revenues	110	618	-	-	-	-	-	-	-	-	-	-	728	391,928	0%	
Non-Major Funds Total Expenditures	4,440	5,874	-	-	-	-	-	-	-	-	-	-	10,314	389,926	3%	
Fund Surplus/(Deficit)	(4,330)	(5,256)	-	-	-	-	-	-	-	-	-	-	(9,586)	2,002	0%	



MEMO

Date: June 27, 2022

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator

Cc: Joie Ziller, Deputy Clerk
Joe Mitchell, Police Chief

Re: Motion Adopting Ordinance 22-07-05-02 an Ordinance Authorizing the Execution of an Intergovernmental Agreement Between the City of Wilmington and The Board of Education of Wilmington Community Unit School District No. 209U

Budget Impact: Fee revenue increase for administrative services at \$55/hr. for full time officers and \$30/hr. for part time officers

Request: Intergovernmental Agreement ("IGA") for traffic control on school property and security of grounds and buildings

Discussion: This IGA is presented to the City Council on an annual basis and sets the parameters by which the Wilmington Police Officers will maintain order and control of certain activities on property owned by the School District.

Motion: Staff respectfully requests and recommends a motion adopting Ordinance 22-07-05-02, an ordinance authorizing the execution of an intergovernmental agreement between the City of Wilmington and The Board of Education of Wilmington Community Unit School District No. 209U, Will County, Illinois

Thank you in advance for your consideration of this request.

ORDINANCE NO. 22-07-05-02

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF
WILMINGTON, WILL COUNTY, ILLINOIS AND
THE BOARD OF EDUCATION OF WILMINGTON COMMUNITY UNIT SCHOOL DISTRICT
NO. 209U, WILL COUNTY, ILLINOIS**

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes units of local government, such as municipalities and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides that any one or more units of local government may contract to perform any governmental service, activity, or undertaking which any unit of the local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, Article 26 of the School Code (10 ILCS 5/26-1 through 10 ILCS 5/26-15) establishes the age of compulsory school attendance for pupils and sets forth the procedures to be followed by the school districts in enforcing compulsory school attendance; and

WHEREAS, at dismissal time, a high volume of traffic is generated in particular locations and creates a substantial risk to students and others present at the locations; and

WHEREAS The Board of Education of Wilmington Community Unit School District No. 209U, Will County, Illinois (hereinafter "School District") requests to contract with the City of Wilmington, Will County, Illinois (hereinafter the "City") for traffic control for the protection of its students and others and to enforce compulsory school attendance within the City of Wilmington; and

WHEREAS, the School District authorizes the enforcement of City rules and traffic regulations (including parking rules and regulations) on school property; and

WHEREAS, the School District and City wish to enter into this Agreement according to the terms and conditions set forth in Exhibit A; and

WHEREAS, the School District and the City deem it to be in the best interest of each governmental body to enter into an agreement whereby a liaison officer may be appointed for the School District.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS STATUTORY AND OTHER POWERS AS FOLLOWS:

SECTION 1. RECITALS INCORPORATED

The foregoing recitals are incorporated herein as findings of the corporate authorities.

SECTION 2. AUTHORIZATION AND EXECUTION

The Mayor is hereby authorized and directed to sign and the City Clerk is hereby directed to attest to the INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) attached hereto as Exhibit A.

SECTION 3: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this Ordinance are hereby repealed.

SECTION 5: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this 5th day of July 2022 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this 5th day of July 2022

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of July, 2022, by and between the Board of Education of Wilmington Community Unit School District No. 209U, Will County, Illinois (hereinafter referred to as the "School District"), and the City of Wilmington, Will County, Illinois, (hereinafter referred to as the "City"), sometimes collectively referred to as the parties, in the exercise of their intergovernmental cooperative powers under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperative Act;

WITNESSETH:

WHEREAS, Article VI, Section 10 of the 1970 Constitution of the State of Illinois, authorizes units of local government, such as school boards, park districts, and municipalities to contract or otherwise-associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 IL-CS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 IL-CS 220/5) further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, Article 26 of The School Code (10 LCS 5/26-1 to 26-15) establishes the age of compulsory school attendance for pupils and sets forth the procedures to be followed by school districts in enforcing said compulsory school attendance; and

WHEREAS, the School District and the City deem it to be in the respective best interests of each governmental body to enter into an agreement whereby a Liaison Officer may be appointed for the School District; and

WHEREAS, at dismissal times a high volume of traffic is generated at strategic locations; and

WHEREAS, the increased volume of traffic at said times creates a substantial danger to students and others present at said locations; and

WHEREAS, the School District is desirous of contracting with the City for traffic control for the protection of its students and others additionally to provide security of its grounds and buildings situated within the boundaries of the City of Wilmington, Illinois; and

WHEREAS, the School District authorizes the enforcement of City rules and traffic regulations (including parking rules and regulations) on school property, specifically, Bruning Elementary School, 1910 Bruning Drive, Wilmington, Illinois; L.J. Stevens Intermediate School, 221 Ryan Street, Wilmington, Illinois; Wilmington Middle School, 715 South Joliet Street, Wilmington, Illinois; and Wilmington High School, 209 Wildcat Court and 209U Wildcat Court, Wilmington, Illinois; and

WHEREAS, the School District and the City wish to enter into this Agreement according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the following and mutual covenants and promises as hereinafter set forth the sufficiency of which is hereby acknowledged by the parties, the School District and the City, do hereby agree as follows:

SECTION 1 - INCORPORATION OF RECITALS

The above Recitals are made a part of this Agreement and are incorporated

SECTION 2 - PURPOSE OF AGREEMENT

The Parties recognize that in order to preserve and protect the health, safety, and welfare of the public, it is desirable to use Wilmington Police Officers to maintain order and control certain activities on property owned by the School District located within the corporate limits of the City of Wilmington.

SECTION 3 - POWER AND AUTHORITY

That the Board of Education of Wilmington Community Unit School District No. 209U, Will County, Illinois, does hereby authorize and grant to the City of Wilmington, including its Police Department, as its agent:

- A. The power to control non-patrons and unauthorized vehicles which enter the remain upon common areas of all property belonging to the Wilmington School District 209U, Wilmington, Illinois during non-attendance days and between the hours of 10:00 P.M. and 6:00 A.M. on attendance days.
- B. To approach persons located on the property and to order them to leave the property and not to return if they are non-patrons involved in illegal activity; to cause non-patrons to be arrested if they refuse to leave the property; to remove non-patron vehicles from said property at owner's expense; to sign criminal complaints against non-patrons, at its election.
- C. To control non-patrons, unauthorized persons and unauthorized vehicles entering upon the common areas of property belonging to School District; to approach persons located on the property to determine if they are patrons or have been legally invited on the property; to arrest persons who refuse to leave or who leave and return without permission of the School District Principal/Superintendent or authorized patron at a later time or date; to sign criminal complaints against the individuals on behalf of the Principal/Superintendent for the School District.

SECTION 4 - COOPERATION

- A. The School District will cooperate with the City of Wilmington in any prosecutions that may arise from the City's exercise of the authority granted by this Agreement.
- B. To the extent permitted by law, the City will timely notify the School District of the arrest of any student of the District for any offenses which could be classified as a Felony or Misdemeanor together with information regarding such arrest. To the extent permitted by law, the School District will timely notify the City of any facts known to it of the commission or the victim of any offense by any person, known or unknown, which could be classified as a Felony or Misdemeanor either on School District Property or learned or discovered while under the care, direction and control of the School District:
- C. The parties shall comply with the confidentiality requirements under the Juvenile ~~court~~Court Act of 1987 (705 'LCS 405/1-1 (2002))

SECTION 5 - CROSSING GUARD

The City agrees to provide a qualified crossing guard to monitor and enforce the school zone cross walk at the corner of Kahler and Route 102 in Wilmington, Illinois on the days that District 209-U schools are in session.

SECTION 6 - ADDITIONAL SERVICES

In addition to the foregoing, the City shall provide such other police services as are agreed upon between the Superintendent of Schools and the Police Chief of the City of Wilmington. Such other services shall include, but not be limited to, crowd control at school functions, traffic flow and direction for school functions, and security patrols to protect the School district's facilities and property.

SECTION 7 - WATER AND WASTEWATER SERVICES

The City shall continue providing water and wastewater services to the School District facilities, specifically Bruning Elementary School, L.J. Stevens Intermediate School, Wilmington Middle School and Wilmington High School. The City shall bill the School District for such services based upon the combined usage of all four (4) schools.

SECTION 8 - POLICE OFFICERS ARE CITY EMPLOYEES

It is understood and agreed between the parties that police officers acting pursuant to this Agreement are the City's employees and the School District shall not be responsible for payment of officer's wages, payroll taxes, retirement or employment benefits.

SECTION 9 - LIABILITY

The School District shall be responsible solely for those liabilities which arise as proximate result of its negligence and/or willful and wanton misconduct as provided and set forth in the Illinois Local Governmental and Governmental Employees Tort Immunity Act, (745 IL-CS 10/1-101 et seq.) as amended from time to time. Similarly, the City shall be responsible for those liabilities which arise as a proximate result of its negligence and/or willful and wanton misconduct as provided and set forth in the Illinois Local Government and Governmental Employees Tort Immunity Act, (745 IL-CS 10/1-101 et seq.) as amended from time to time.

Each party will name the other as an additional named insured on its policy of insurance and provide the other with an appropriate certificate.

SECTION 10 – COMPENSATION

- A. Crossing Guard. The City will provide crossing guard services, for which the School District agrees to pay half of the associated cost.
- B. Administrative Services. For those administrative services not associated with the Liaison Officer, the School District shall pay the City at the rate of ~~\$50.00~~\$55.00 per hour for full-time officers and ~~\$25.00~~\$30.00 per hour for part-time officers. The above rates include compensation for the officers assigned, appropriate insurance, vehicle maintenance, depreciation, extra equipment used in rendering such services and all other expenses incurred by the City.

SECTION 12 - TERM OF AGREEMENT

- A. The term of this agreement shall be from September 15, 2022 through September 14, 2023.
- B. Notwithstanding anything to the contrary, this Agreement may be canceled at any time by either party by serving fourteen (14) days' written notice of termination to the other. Said right of termination shall exist without any requirement of stating reasons therefore, and shall be without recourse to the non-terminating party.

SECTION 13 - NOTIFICATION

For the purpose of this agreement, the address of the City of Wilmington is 1165 S. Water Street, Wilmington, Illinois and the address for Wilmington Community Unit School District No. 209U is 209U Wildcat Court, Wilmington, Illinois.

SECTION 14 - APPLICABLE LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION 15 - MULTIPLE COUNTERPARTS

This Agreement may be executed in duplicate counterparts or duplicate originals, each with the same force and effect as the original.

SECTION 16 - ENTIRE AGREEMENT

This Agreement shall contain the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of all parties hereto.

IN WITNESS WHEREOF, the undersigned, by their signatures, do hereby enter into this Agreement on the date first written above.

Board of Education of
Wilmington Community
School District No. 209-U

City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

BY: _____
President

BY: _____
Mayor

ATTEST:

BY: _____
Secretary

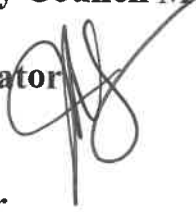
BY: _____
Clerk



MEMO

Date: June 27, 2022

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Matt Hoffman, Finance Director

Re: Motion Ratifying the City Administrator's Execution of a Memorandum of Understanding with the Heritage Corridor Convention and Visitors' Bureau for the EV Parking Lot Grant

Budget Impact: \$236,000 Grant Reimbursed by the Heritage Corridor Convention and Visitors' Bureau

Request: Ratification of a Memorandum of Understanding (MOU) between the City of Wilmington and the Heritage Corridor Convention and Visitors' Bureau

Discussion: The City of Wilmington submitted for and received a \$236,000 grant for the construction of an EV Parking Lot on City owned land on Water Street in the Downtown District. The grant is administered through the Heritage Corridor Convention and Visitors' Bureau. This document outlines the responsibilities of each party as it relates to the construction of the parking lot.

Motion: Staff respectfully requests and recommends a motion ratifying the City Administrator's execution of a Memorandum of Understanding between the City of Wilmington and the Heritage Corridor Convention and Visitors' Bureau for the EV Parking Lot Grant

Thank you in advance for your consideration of this request.

**ROUTE 66 GRANT FY22
EV PARKING LOT WITH 2 CHARGING STATIONS
AGREEMENT BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU AND
CITY OF WILMINGTON**

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT FOR
ELECTRICAL VEHICLE (EV) PARKING LOT WITH 2 CHARGING STATIONS**

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this 28th day of June, 2022, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "HERITAGE CORRIDOR CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and CITY OF WILMINGTON (an Illinois municipality) (hereinafter "CITY"), whose address is 1165 S Water Street; Wilmington, IL). Heritage Corridor CVB, an Illinois Not-for-Profit, received project funds from Route 66 Grant from Illinois Department of Commerce and Economic Opportunity – no federal funds were used for this program.

RECITALS

WHEREAS, the State of Illinois has made grant funds available to HERITAGE CORRIDOR CVB for the purpose of celebrating the 100th Anniversary of Route 66 which includes the construction of an Electric Vehicle (EV) Charging Station Parking Lot (hereinafter "EV LOT") along the federal/state scenic byway;

WHEREAS, HERITAGE CORRIDOR CVB is authorized to distribute grant funds for the purpose of said EV LOT celebrating the 100th Anniversary of Route 66;

WHEREAS, said EV LOT is designed to promote tourism in Illinois and along Illinois Route 66;

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU (CVB) agrees to furnish an EV Charging Station Parking Lot described as follows:

EV Charging Station Parking Lot – New Downtown Parking Lot, located south of the intersection of Water and Van Buren Streets, to accommodate an additional 35 stalls for Route 66 visitors, two of the stalls will have access to an EV charging station.

CVB will contract with appropriate vendors (selected by City of Wilmington) to construct an EV Charging Station Parking Lot in downtown Wilmington on or before October 15, 2022. The EV LOT will include a sign with the following language: "Project funded by Illinois DCEO's Route 66 Grant" with Enjoy Illinois, CVB and City of Wilmington logos.

In consideration of payment for receiving the EV LOT, the CITY agrees to the following:

Route 66 Grant FY22/City of Wilmington

Once delivered by the selected vendors, the EV LOT shall be the sole property and responsibility of the accepting party (CITY). HERITAGE CORRIDOR CVB shall have no responsibility of any kind for the EV LOT. CITY will maintain the EV LOT through Route 66 Centennial in 2026.

HERITAGE CORRIDOR CVB shall not be liable for any injury or death occurring in or about the area where the EV LOT are placed, or for injury or death that is caused because of the condition of the EV LOT itself, or because for the foundation of which the EV LOT is placed.

The EV LOT shall be constructed by the CITY and the HERITAGE CORRIDOR CVB makes no warranties of any kind either express, implied, or statutory related to the EV LOT.

HERITAGE CORRIDOR CVB shall not be liable for repair, replacement, or maintenance of the EV LOT.

Once the EV LOT is completed the CITY along with the HERITAGE CORRIDOR CVB will plan an unveiling event. This is required per grant guidelines.

HERITAGE CORRIDOR CVB makes no warranties of any kind either expressed, implied or statutory relating to the EV LOT.

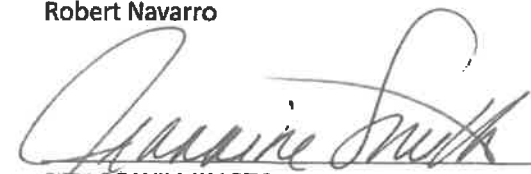
CITY shall indemnify HERITAGE CORRIDOR CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, liabilities, including attorney's fees, arising out of, connected with, or resulting from the use and placement of the EV LOT after acceptance.

The approximate cost for the new downtown parking lot, equipment (furnish and install two, dual output EV charging stations per specifications, supply power to units) pavement striping, preparation for inspection of the EV LOT is grant eligible expense not to exceed \$236,000 (Design/Engineering \$10,500, Wiring/Electrical \$23,225, Paving/Concrete/Masonry \$96,593, Construction Management/Oversight \$10,500, Excavation/Site Prep/Demo \$29,525, Plumbing \$7,570, Contingency \$11,195.65, and EV Charging Station and other Non-construction Costs \$46,000).

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

HERITAGE CORRIDOR CVB
BY ITS AUTHORIZED AGENT
Robert Navarro

DATE _____



CITY OF WILMINGTON
BY ITS AUTHORIZED AGENT
JEANNINE SMITH

DATE 6/29/2022

MEMORANDUM

DATE: June 22, 2022

TO: Mayor Ben Dietz
City of Wilmington
1165 South Water Street
Wilmington, IL 60481

FROM: Casey J. McCollom

SUBJECT: City of Wilmington
Water Street Parking Lot Improvements

Bids were received and were publicly opened and read on June 22, 2022 for the Water Street Parking Lot Improvements. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	AMOUNT
PT Ferro Construction Co.	\$204,094.73
D Construction, Inc.	\$229,802.13
Austin Tyler Construction, Inc.	\$252,252.50

Based on the proposals received, we recommend the project be awarded to the low, responsive, responsible bidder, PT Ferro Construction Co. in the amount of \$204,094.73 .

Enclosure

CJM/hp

Project # 66428.00

CITY OF WILMINGTON
WATER STREET PARKING LOT IMPROVEMENTS

Project No. 66428.00

10:00AM, Wednesday, June 22, 2022

BID TABULATION

Bidder & Address	Total Bid	Bid Security	Acknowledge Addenda	Comments
PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433	\$204,094.73	Bid Bond	Yes	
D Construction Inc. 1488 South Broadway Coal City, IL 60450	\$229,802.13	Bid Bond	Yes	
Austin Tyler Construction, Inc. 23343 S. Ridge Road Elwood, IL 60421	\$252,252.50	Bid Bond	Yes	
Davis Concrete Constuction, Co. 11244 W. Manhattan Monee Rd. Monee, IL 60449		No Bid		
Conley Excavating 7140 Lisbon Road Morris, IL 60450		No Bid		

BID LETTING:

City of Wilmington

Water Street Parking Lot Improvements

10:00AM, Wednesday, June 22, 2022

BIDDER & ADDRESS				Austin Tyler Construction, Inc. 23343 S. Ridge Road Elwood, IL 60421		D Construction Inc. 1488 South Broadway Coal City, IL 60450		PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433	
BID DEPOSIT				Bid Bond		Bid Bond		Bid Bond	
ACKNOWLEDGE ADDENDA				Yes		Yes		Yes	
NO.	QTY	UNIT	ITEM	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	680	CY	Earth Excavation	\$41.00	\$27,880.00	\$30.00	\$20,400.00	\$25.00	\$17,000.00
2	50	CY	Removal and Disposal of Unsuitable Material	\$55.00	\$2,750.00	\$50.00	\$2,500.00	\$45.00	\$2,250.00
3	50	CY	Porous Granular Embankment	\$53.00	\$2,650.00	\$55.00	\$2,750.00	\$45.00	\$2,250.00
4	150	SY	Geotechnical Fabric for Ground Stabilization	\$5.00	\$750.00	\$5.00	\$750.00	\$8.00	\$1,200.00
5	25	CY	Trench Backfill	\$57.00	\$1,425.00	\$100.00	\$2,500.00	\$85.00	\$2,125.00
6	130	FT	Perimeter Erosion Barrier	\$15.00	\$1,950.00	\$10.00	\$1,300.00	\$15.00	\$1,950.00
7	50	SY	Topsoil Furnish and Place, 6"	\$40.00	\$2,000.00	\$20.00	\$1,000.00	\$40.00	\$2,000.00
8	1500	SY	Aggregate Subgrade Improvement, 12"	\$20.00	\$30,000.00	\$25.00	\$37,500.00	\$15.00	\$22,500.00
9	3375	LB	Bituminous Materials (Prime Coat)	\$0.50	\$1,687.50	\$0.01	\$33.75	\$0.01	\$33.75
10	338	LB	Bituminous Materials (Tack Coat)	\$0.50	\$169.00	\$0.01	\$3.38	\$0.01	\$3.38
11	175	TON	Hot-Mix Asphalt Binder Course, IL-9.5FG, N50	\$115.00	\$20,125.00	\$125.00	\$21,875.00	\$130.00	\$22,750.00
12	175	TON	Hot-Mix Asphalt Surface Course, IL-9.5FG, Mix "C", N50	\$123.00	\$21,525.00	\$125.00	\$21,875.00	\$140.00	\$24,500.00
13	2200	SF	Portland Cement Concrete Sidewalk 5 Inch	\$10.00	\$22,000.00	\$10.00	\$22,000.00	\$10.00	\$22,000.00
14	80	SF	Detectable Warnings	\$47.00	\$3,760.00	\$40.00	\$3,200.00	\$30.00	\$2,400.00
15	225	SY	Pavement Removal	\$18.00	\$4,050.00	\$20.00	\$4,500.00	\$15.00	\$3,375.00
16	90	FT	Combination Curb and Gutter Removal	\$15.00	\$1,350.00	\$10.00	\$900.00	\$15.00	\$1,350.00
17	925	SF	Sidewalk Removal	\$4.00	\$3,700.00	\$3.00	\$2,775.00	\$2.00	\$1,850.00
18	7	SY	Class D Patches, 8 Inch	\$400.00	\$2,800.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00
19	2	EA	Structure to be Adjusted	\$550.00	\$1,100.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00
20	2	EA	Water Service Line 3/4"	\$3,530.00	\$7,060.00	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00
21	2	EA	Water Service Box Installation	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00
22	500	FT	Combination Concrete Curb and Gutter, TY B-6.12	\$39.00	\$19,500.00	\$30.00	\$15,000.00	\$35.00	\$17,500.00
23	8	SF	Sign Panel - Type 1	\$59.00	\$472.00	\$30.00	\$240.00	\$64.00	\$512.00
24	20	FT	Telescoping Steel Sign Support	\$29.00	\$580.00	\$20.00	\$400.00	\$32.00	\$640.00
25	20	SF	Thermoplastic Pavement Marking - Letters and Symbols	\$54.50	\$1,090.00	\$12.00	\$240.00	\$15.48	\$309.60
26	1200	FT	Thermoplastic Pavement Marking - Line 4"	\$11.00	\$13,200.00	\$4.00	\$4,800.00	\$2.58	\$3,096.00
27	1	EA	Electric Service Installation	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00
28	65	FT	Electric Cable in Conduit, 600V (XLP-Type Use) 6-1/C No. 10 and No. 12 Ground	\$40.00	\$2,600.00	\$44.00	\$2,860.00	\$40.00	\$2,600.00
29	400	FT	Electric Cable in Conduit, 600V (XLP-Type Use) 2-1/C No. 10 and No. 12 Ground	\$25.00	\$10,000.00	\$27.50	\$11,000.00	\$25.00	\$10,000.00
30	1	EA	Electric Controller Installation	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00
31	3	EA	Light Pole Installation	\$1,500.00	\$4,500.00	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00
32	1	EA	Light Pole Relocation	\$3,579.00	\$3,579.00	\$3,850.00	\$3,850.00	\$3,500.00	\$3,500.00
33	4	FT	light Pole Foundation, 24" Diameter	\$2,000.00	\$8,000.00	\$2,200.00	\$8,800.00	\$2,000.00	\$8,000.00
34	1	LSUM	Construction Layout	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
TOTAL					\$252,252.50		\$229,802.13		\$204,094.73

BID FORM

(UNIT PRICE)

P.T. Ferro Construction

Name

700 S. Rowell Ave

Address

Joliet, IL, 60434

City, State, Zip Code

PROJECT IDENTIFICATION: City of Wilmington
2022 Water Street Parking Lot Improvements

CONTRACT ID & NUMBER: 66428.00

THIS BID SUBMITTED TO: City of Wilmington
ATTN: City Clerk
1165 South Water Street
Wilmington, IL 60481

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	2
Article 2 – Bidder’s Acknowledgements	2
Article 3 – Bidder’s Representations.....	2
Article 4 – Bidder’s Certification	3
Article 5 – Basis of Bid.....	4
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 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 as indicated in the advertisement or invitation to bid. Bidder will sign the Agreement and submit the Contract Documents within 15 days after the date of the Owner’s Notice of Award.**

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>Addendum No.</u>	<u>Addendum, Date</u>
1	6-20-22		

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.

C. Bidder is familiar with and has satisfied itself as to all **Federal, State and Local** 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. **(If applicable.)**

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. **(If applicable.)**

- 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. *(If applicable.)*
- 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.
- E. Bidder is not barred from bidding as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder acknowledges that they shall provide at least 40% of all labor required for the completion of this project.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	See attached Bid Schedule.				
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

[or]

- 6.01 Bidder agrees that the Work will be substantially complete on or before NA, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before NA.

[or]

- 6.01 Bidder agrees that the Work will be substantially complete within 20 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 20 calendar days after the date when the Contract Times commence to run.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages. ***Bidder accepts that liquidated damages shall be assessed at \$ 200.00 per calendar day.***

- 6.03 Bidder agrees that the owner may, at their discretion, add or deduct up to 30% of the value of the Contractor’s bid amount, to or from the contract without the prior approval of the Contractor or without adjustment to the submitted unit prices.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Required Bidder Qualification Statement with supporting data (if applicable); and
 - C. Responsible Bidder Certification (if applicable).

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

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

P.T. Ferro Construction

By: 
[Signature]

[Printed name] Matt Marketti

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

Attest: 
[Signature]

[Printed name] Wm. Dave Berkley

Title: Secretary

Submittal Date: 6-22-22

Address for giving notices:

700 S. Rowell Ave., Joliet, IL 60434

Telephone Number: 815-726-6284

Fax Number: _____

Contact Name and e-mail address: Matt Marketti
estimating@ptferro.com

Bidder's License No.: _____
(where applicable)

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

Note: Revisions to this Bid Form will be highlighted in bold italics.

CITY OF WILMINGTON
WATER STREET PARKING LOT IMPROVEMENTS

BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount
1	Earth Excavation	CY	680	25.00	17,000.00
2	Removal and Disposal of Unsuitable Material	CY	50	45.00	2,250.00
3	Porous Granular Embankment	CY	50	45.00	2,250.00
4	Geotechnical Fabric for Ground Stabilization	SY	150	8.00	1,200.00
5	Trench Backfill	CY	25	85.00	2,125.00
6	Perimeter Erosion Barrier	FT	130	15.00	1,950.00
7	Topsoil Furnish and Place, 6"	SY	50	40.00	2,000.00
8	Aggregate Subgrade Improvement, 12"	SY	1500	15.00	22,500.00
9	Bituminous Materials (Prime Coat)	LB	3375	0.01	33.75
10	Bituminous Materials (Tack Coat)	LB	338	0.01	3.38
11	Hot-Mix Asphalt Binder Course, IL-9.5FG, N50	TON	175	130.00	22,750.00
12	Hot-Mix Asphalt Surface Course, IL-9.5FG, Mix "C", N50	TON	175	140.00	24,500.00
13	Portland Cement Concrete Sidewalk 5 Inch	SF	2200	10.00	22,000.00
14	Detectable Warnings	SF	80	30.00	2,400.00
15	Pavement Removal	SY	225	15.00	3,375.00
16	Combination Curb and Gutter Removal	FT	90	15.00	1,350.00
17	Sidewalk Removal	SF	925	2.00	1,850.00
18	Class D Patches, 8 Inch	SY	7	200.00	1,400.00
19	Structure to be Adjusted	EA	2	500.00	1,000.00
20	Water Service Line 3/4"	EA	2	1,000.00	2,000.00
21	Water Service Box Installation	EA	2	2,000.00	4,000.00
22	Combination Concrete Curb and Gutter, TY B-6.12	FT	500	35.00	17,500.00
23	Sign Panel - Type 1	SF	8	64.00	512.00
24	Telescoping Steel Sign Support	FT	20	32.00	640.00
25	Thermoplastic Pavement Marking - Letters and Symbols	SF	20	15.48	309.60
26	Thermoplastic Pavement Marking - Line 4"	FT	1200	2.58	3,096.00
27	Electric Service Installation	EA	1	4,000.00	4,000.00
28	Electric Cable in Conduit, 600V (XLP-Type Use) 6-1/C No. 10 and No. 12 Ground	FT	65	40.00	2,600.00
29	Electric Cable in Conduit, 600V (XLP-Type Use) 2-1/C No. 10 and No. 12 Ground	FT	400	25.00	10,000.00
30	Electric Controller Installation	EA	1	4,000.00	4,000.00
31	Light Pole Installation	EA	3	1,500.00	4,500.00
32	Light Pole Relocation	EA	1	3,500.00	3,500.00
33	Light Pole Foundation, 24" Diameter	FT	4	2,000.00	8,000.00
34	Construction Layout	LSUM	1	7,500.00	7,500.00
TOTAL BID					204,094.73

CITY OF WILMINGTON
RESPONSIBLE BIDDER CERTIFICATION
BID PROPOSAL

PROJECT NAME: Water Street Parking Lot Improvements
City of Wilmington

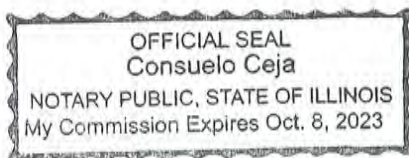
As part of its bid on a Contract for the above-mentioned project, Contractor hereby certifies that said Contractor meets the requirements for "Responsible Bidder" as defined in Section 39.04.1 of the Municipal Code of the City of Wilmington, Illinois (per Ordinance 07-11-06-04 passed November 6, 2007) and shall submit evidence of compliance upon the request of the City of Wilmington or the Engineer.

Contractor Name: P.T. Ferro Construction
Address: 700 S. Rowell Ave.
Joliet, IL 60434

BY: 

Subscribed and sworn to
before me this 22nd
day of June, 2022


NOTARY PUBLIC



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.

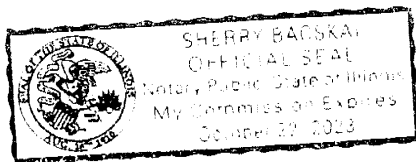
State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,
do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and
Surety Company of America who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 22nd day of June, 2022.



A handwritten signature in black ink, appearing to read "Sherry Bacskai", written over a horizontal line.

Notary Public Sherry Bacskai

My Commission expires: October 22, 2023



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

Principal: P.T. Ferro Construction Co.

OR


Obligee: City of Wilmington

Project Description: City of Wilmington – Water Street Parking Lot Improvements

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

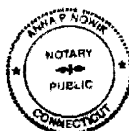
By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of June, 2022.




Kevin E. Hughes, Assistant Secretary

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

- Owner/Clerk
- City Eng./Mgr.
- Other _____
- Chamlin
- Contractor

Contract

For

City of Wilmington
Water Street Parking Lot
June 2022

Contractor:

P.T. Ferro Construction

700 S. Rowell Ave.

Joliet, IL 60434

(815) 726-6284



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

Project No. 66428.00

CITY OF WILMINGTON
WATER STREET PARKING LOT IMPROVEMENTS

JUNE 2022

Prepared by
Chamlin & Associates, Inc.
Peru Morris Ottawa Mendota
Illinois

Professional Design Firm
License No. 184-001717

The contents of the document herein are protected by applicable copyright laws.

MEMORANDUM

DATE: June 21, 2022
TO: All Plan Holders
FROM: Casey J. McCollom
SUBJECT: City of Wilmington
Water Street Parking Lot
ADDENDUM NO. 1

The following is Addendum No. 1 for the subject project. Please be advised that this addendum must be acknowledged on the Bid Form. Failure to do so may result in the rejection of your bid.

Please replace Plan Sheet 2 with the enclosed revised Plan Sheet 2. The Plan sheet has been revised to update the water service detail.

Enclosure

CJM/am

Project #: 66428.00

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office

218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

TABLE OF CONTENTS

INVITATION TO BID
STANDARD FORM OF INSTRUCTIONS TO BIDDERS
BID FORM
BID BOND
RESPONSIBLE BIDDER CERTIFICATION - WILMINGTON.....
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
PERFORMANCE BOND.....
PAYMENT BOND.....
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.....
SUPPLEMENTARY CONDITIONS.....

SPECIAL PROVISIONS

LOCATION OF PROJECT 1
DESCRIPTION OF PROJECT..... 1
CONTRACT TIME 1
REJECTION OF BIDS 1
EXTRA PAYMENT 1
CHANGE IN SCOPE OF WORK..... 1
VANDALISM..... 2
STREET CLEANING 2
PROJECT CLEANLINESS..... 2
MISCELLANEOUS SAW CUTTING..... 2
CONSTRUCTION DEBRIS 3
EROSION CONTROL 3
CLASS D PATCHES 4
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH 4
DETECTABLE WARNINGS, SPECIAL 5
COMBINATION CONCRETE CURB AND GUTTER..... 6
STRUCTURE TO BE ADJUSTED..... 6
WATER SERVICE CONNECTION..... 7
CORPORATION STOPS 7
ELECTRIC CONTROLLER INSTALLATION 8
LIGHT POLE INSTALLATION..... 8

LIGHT POLE RELOCATION 8
LIGHT POLE FOUNDATION, 24" DIAMETER 9
CONSTRUCTION LAYOUT 9

INVITATION TO BID

Sealed Bids will be received by the City of Wilmington for “Water Street Parking Lot” and is further described as follows: The construction of HMA parking lot with curb & gutter, light pole installation, water service connections, pavement markings, and topsoiling.

Bids shall be submitted no later than 10:00AM at the office of the City Clerk, at Wilmington City Hall, 1165 South Water Street, Wilmington, Illinois 60481 on June 22, 2022. Proposals will be opened and publicly read at that time.

Plans and specifications may be accessed on-line at: www.chamlin.com

Full-size plans and specifications are available from Chamlin & Associates, Inc., 221 West Washington Street, Morris, Illinois 60450 at the non-refundable cost of \$50.00 per set.

Bidders are advised that this Contract will be subject to the Illinois Prevailing Wage Act.

The Bid shall be accompanied by a bid bond in the amount of five percent (5%) of the gross amount of the bid.

Bids may be held by the City for a period not to exceed **30** days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.

BY ORDER OF:

MAYOR AND CITY COUNCIL
WILMINGTON, ILLINOIS

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



Endorsed by



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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

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INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms.....	1
Article 2 – Copies of Bidding Documents.....	1
Article 3 – Qualifications of Bidders.....	1
Article 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	1
Article 5 – Bidder’s Representations.....	3
Article 6 – Pre-Bid Conference.....	4
Article 7 – Interpretations and Addenda	5
Article 8 – Bid Security	5
Article 9 – Contract Times.....	5
Article 10 – Liquidated Damages	5
Article 11 – Substitute and “Or-Equal” Items	6
Article 12 – Subcontractors, Suppliers, and Others.....	6
Article 13 – Preparation of Bid.....	7
Article 14 – Basis of Bid.....	7
Article 15 – Submittal of Bid	9
Article 16 – Modification and Withdrawal of Bid	9
Article 17 – Opening of Bids.....	9
Article 18 – Bids to Remain Subject to Acceptance	10
Article 19 – Evaluation of Bids and Award of Contract.....	10
Article 20 – Bonds and Insurance	11
Article 21 – Signing of Agreement	11
Article 22 – Sales and Use Taxes.....	11
Article 23 – Contracts to be Assigned.....	11

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, ***as shown on the Statement of Bidder's Qualifications, if included in the Bidding Documents.*** ~~and (b) the following additional information:~~

A. ~~[Evidence of Bidder's authority to do business in the state where the Project is located.]~~

B. ~~[Bidder's state or other contractor license number, if applicable.]~~

C. ~~[Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]~~

D. ~~[Other required information regarding qualifications]~~

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. ~~The Supplementary Conditions~~ **Specification sections may** identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the ~~Supplementary Conditions~~ **Specification sections** do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. Geotechnical Baseline Report: The Bidding Documents **may** contain a Geotechnical Baseline Report (GBR), **if available**. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05

of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct ~~the required~~ **any** Site visit during normal working hours, and shall not disturb any ongoing operations at the Site. ***Bidder shall contact the Engineer for contact information to arrange for any Site visit.***
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study 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~~ **Specification sections**, 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. consider 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 the 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. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, 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 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. **Attendance may be mandatory and will be indicated as such in the invitation or advertisement to bid.** Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond ~~(on the form included in the Bidding Documents)~~ issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions. ***Bidder may use Bid bond form from surety unless provided in the Bid Package. If certified checks or bank money orders are not to be allowed, it shall be noted in the advertisement or invitation for bid.***
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed ~~for the following portions of the Work~~ **to perform work, if requested by the Owner or Engineer.**
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of

the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. ***The corporate seal shall be affixed and attested by the secretary or an assistant secretary.*** The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

[or]

14.01 Base Bid with Alternates

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

~~14.03 Allowances~~

- ~~A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.~~

~~14.04 Price-Plus-Time Bids~~

- ~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~
- ~~B. Bidder shall designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- ~~C. The total number of calendar days for Substantial Completion designated by Bidder shall be less than or equal to a maximum of [], but not less than the minimum of []. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~
- ~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~
- ~~E. [Bidder shall also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments shall be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.]~~

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." ~~A mailed Bid shall be addressed to []~~. ***When using mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the advertisement or invitation for bid. If a Bid is to be delivered by mail or other delivery system, Bidder is advised to contact the Owner to confirm physical delivery address and availability for delivery. The Engineer will not accept Bids for delivery to the Bid opening.***
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. ***This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing a Bid.***

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. ***If Bids are to be opened privately, it shall be indicated in the advertisement or invitation to bid.***

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. ***Owner may have adopted a Responsible Bidder Ordinance or Resolution, as described in the Supplementary Conditions.***

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items. ***Any other method of determining apparent low Bidder will be as described on the Bid form.***

~~C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion (in calendar days) times the rate for liquidated damages ***[or other Owner designated daily rate]*** (in dollars per day).~~

~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

~~22.01~~ Owner (*if municipal or government agency*) is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work. (~~Exemption No. []~~). Said taxes shall not be included in the Bid. ~~Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.~~

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

BID FORM

(UNIT PRICE)

P.T. Ferro Construction

Name

700 S. Rowell Ave

Address

Joliet, IL, 60434

City, State, Zip Code

PROJECT IDENTIFICATION: City of Wilmington
2022 Water Street Parking Lot Improvements

CONTRACT ID & NUMBER: 66428.00

THIS BID SUBMITTED TO: City of Wilmington
ATTN: City Clerk
1165 South Water Street
Wilmington, IL 60481

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	2
Article 2 – Bidder’s Acknowledgements	2
Article 3 – Bidder’s Representations.....	2
Article 4 – Bidder’s Certification	3
Article 5 – Basis of Bid.....	4
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 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 as indicated in the advertisement or invitation to bid. Bidder will sign the Agreement and submit the Contract Documents within 15 days after the date of the Owner’s Notice of Award.**

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>Addendum No.</u>	<u>Addendum, Date</u>
1	6-20-22		

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.

C. Bidder is familiar with and has satisfied itself as to all **Federal, State and Local** 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. **(If applicable.)**

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. **(If applicable.)**

- 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. *(If applicable.)*
- 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.
- E. Bidder is not barred from bidding as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder acknowledges that they shall provide at least 40% of all labor required for the completion of this project.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	See attached Bid Schedule.				
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

[or]

- 6.01 Bidder agrees that the Work will be substantially complete on or before NA, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before NA.

[or]

- 6.01 Bidder agrees that the Work will be substantially complete within 20 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 20 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages. ***Bidder accepts that liquidated damages shall be assessed at \$ 200.00 per calendar day.***
- 6.03 Bidder agrees that the owner may, at their discretion, add or deduct up to 30% of the value of the Contractor’s bid amount, to or from the contract without the prior approval of the Contractor or without adjustment to the submitted unit prices.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Required Bidder Qualification Statement with supporting data (if applicable); and
 - C. Responsible Bidder Certification (if applicable).

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

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

P.T. Ferro Construction

By: 
[Signature]

[Printed name] Matt Marketti

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

Attest: 
[Signature]

[Printed name] Wm. Dave Berkley

Title: Secretary

Submittal Date: 6-22-22

Address for giving notices:

700 S. Rowell Ave., Joliet, IL 60434

Telephone Number: 815-726-6284

Fax Number: _____

Contact Name and e-mail address: Matt Marketti
estimating@ptferro.com

Bidder's License No.: _____
(where applicable)

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

Note: Revisions to this Bid Form will be highlighted in bold italics.

CITY OF WILMINGTON
WATER STREET PARKING LOT IMPROVEMENTS

BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount
1	Earth Excavation	CY	680	25.00	17,000.00
2	Removal and Disposal of Unsuitable Material	CY	50	45.00	2,250.00
3	Porous Granular Embankment	CY	50	45.00	2,250.00
4	Geotechnical Fabric for Ground Stabilization	SY	150	8.00	1,200.00
5	Trench Backfill	CY	25	85.00	2,125.00
6	Perimeter Erosion Barrier	FT	130	15.00	1,950.00
7	Topsoil Furnish and Place, 6"	SY	50	40.00	2,000.00
8	Aggregate Subgrade Improvement, 12"	SY	1500	15.00	22,500.00
9	Bituminous Materials (Prime Coat)	LB	3375	0.01	33.75
10	Bituminous Materials (Tack Coat)	LB	338	0.01	3.38
11	Hot-Mix Asphalt Binder Course, IL-9.5FG, N50	TON	175	130.00	22,750.00
12	Hot-Mix Asphalt Surface Course, IL-9.5FG, Mix "C", N50	TON	175	140.00	24,500.00
13	Portland Cement Concrete Sidewalk 5 Inch	SF	2200	10.00	22,000.00
14	Detectable Warnings	SF	80	30.00	2,400.00
15	Pavement Removal	SY	225	15.00	3,375.00
16	Combination Curb and Gutter Removal	FT	90	15.00	1,350.00
17	Sidewalk Removal	SF	925	2.00	1,850.00
18	Class D Patches, 8 Inch	SY	7	200.00	1,400.00
19	Structure to be Adjusted	EA	2	500.00	1,000.00
20	Water Service Line 3/4"	EA	2	1,000.00	2,000.00
21	Water Service Box Installation	EA	2	2,000.00	4,000.00
22	Combination Concrete Curb and Gutter, TY B-6.12	FT	500	35.00	17,500.00
23	Sign Panel - Type 1	SF	8	64.00	512.00
24	Telescoping Steel Sign Support	FT	20	32.00	640.00
25	Thermoplastic Pavement Marking - Letters and Symbols	SF	20	15.48	309.60
26	Thermoplastic Pavement Marking - Line 4"	FT	1200	2.58	3,096.00
27	Electric Service Installation	EA	1	4,000.00	4,000.00
28	Electric Cable in Conduit, 600V (XLP-Type Use) 6-1/C No. 10 and No. 12 Ground	FT	65	40.00	2,600.00
29	Electric Cable in Conduit, 600V (XLP-Type Use) 2-1/C No. 10 and No. 12 Ground	FT	400	25.00	10,000.00
30	Electric Controller Installation	EA	1	4,000.00	4,000.00
31	Light Pole Installation	EA	3	1,500.00	4,500.00
32	Light Pole Relocation	EA	1	3,500.00	3,500.00
33	Light Pole Foundation, 24" Diameter	FT	4	2,000.00	8,000.00
34	Construction Layout	LSUM	1	7,500.00	7,500.00
TOTAL BID					204,094.73

CITY OF WILMINGTON
RESPONSIBLE BIDDER CERTIFICATION
BID PROPOSAL

PROJECT NAME: Water Street Parking Lot Improvements
City of Wilmington

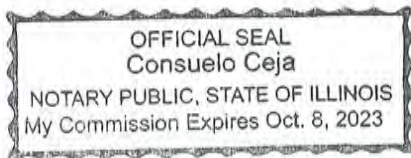
As part of its bid on a Contract for the above-mentioned project, Contractor hereby certifies that said Contractor meets the requirements for "Responsible Bidder" as defined in Section 39.04.1 of the Municipal Code of the City of Wilmington, Illinois (per Ordinance 07-11-06-04 passed November 6, 2007) and shall submit evidence of compliance upon the request of the City of Wilmington or the Engineer.

Contractor Name: P.T. Ferro Construction
Address: 700 S. Rowell Ave.
Joliet, IL 60434

BY: 

Subscribed and sworn to
before me this 22nd
day of June, 2022


NOTARY PUBLIC



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.

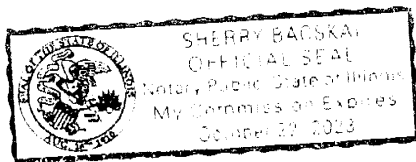
State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,
do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and
Surety Company of America who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 22nd day of June, 2022.



A handwritten signature in black ink, appearing to read "Sherry Bacskai", written over a horizontal line.

Notary Public

Sherry Bacskai

My Commission expires:

October 22, 2023



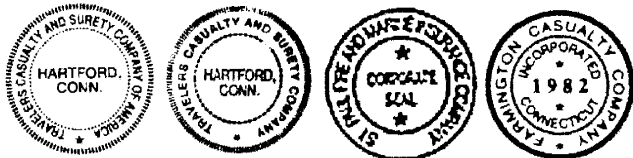
**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James I. Moore** of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond **Principal:** P.T. Ferro Construction Co.
OR **Obligee:** City of Wilmington
Project Description: City of Wilmington – Water Street Parking Lot Improvements

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

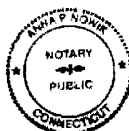
By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

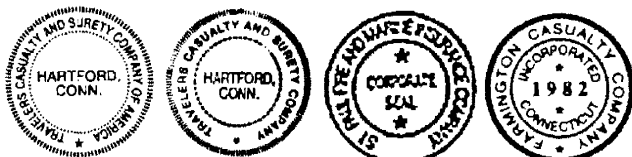
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **June**, **2022**.




Kevin E. Hughes, Assistant Secretary

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

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

THIS AGREEMENT is by and between _____ City of Wilmington _____ (“Owner”) and
_____ P.T. Ferro 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:

City of Wilmington – Water Street Parking Lot Improvements

ARTICLE 2 – THE PROJECT

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

City of Wilmington – Water Street Parking Lot Improvements

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by

Chamlin & Associates, Inc. 221 West Washington Street Morris, IL 60450

3.02 The Owner has retained **Chamlin & Associates, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____.

[or]

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 20 **calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 20 **calendar** days after the date when the Contract Times commence to run.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days] **N/A**
 2. Milestone 2 [event & date/days] **N/A**
 3. Milestone 3 [event & date/days] **N/A**

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$ 200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. ~~Milestones: Contractor shall pay Owner \$ _____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 other than Unit Price Work, a lump sum of: \$ NA.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	<i>See attached Bid Schedule.</i>				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.
- D. The Owner may, at their discretion, add or deduct up to 30% of the value of the Contractor’s bid amount, to or from the contract without the prior approval of the Contractor or without adjustment to the submitted unit price.

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 1st 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. 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 49 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. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. **Upon 50 percent 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 125 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

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

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 may have been identified in certain Specification sections, 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 may have been identified in certain Specification sections, 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 8, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds. NA (pages to , inclusive).
 5. General Conditions (pages 1 to 66, inclusive).
 6. Supplementary Conditions (pages SC-1 to SC-3, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: NA .
 9. Addenda (numbers 1 to , inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid & Bid Schedule (pages 1 to 11, inclusive).
 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.
 - d. Field 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.
- B. ***Contractor also certifies that it is not barred from executing a Contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.***

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

City of Wilmington

By: _____

Title: Mayor

Attest: _____

Title: City Clerk

Address for giving notices:

1165 South Water Street

Wilmington, IL 60481

(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.)

CONTRACTOR:

P.T. Ferro Construction

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

700 S. Rowell Avenue

Joliet, IL 60434

License No.: _____
(where applicable)

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

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

P.T. Ferro Construction
700 S. Rowell Ave.
Joliet, IL 60434

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

OWNER *(name and address)*:

City of Wilmington
1165 South Water Street
Wilmington, IL 60481

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: **\$204,094.73**

Description *(name and location)*: **City of Wilmington – Water Street Parking Lot**

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

(seal)
Contractor's Name and Corporate Seal

(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.

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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)*:

P.T. Ferro Construction
700 S. Rowell Ave.
Joliet, IL 60434

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

OWNER *(name and address)*:

City of Wilmington
1165 South Water Street
Wilmington, IL 60481

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: **\$204,094.73**

Description *(name and location)*: **City of Wilmington – Water Street Parking Lot**

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 Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(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.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

Modified by Chamlin & Associates, Inc. from EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract.
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work.....	10
4.03 Reference Points	10
4.04 Progress Schedule	10
4.05 Delays in Contractor’s Progress	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions	14
5.05 Underground Facilities	15

5.06	Hazardous Environmental Conditions at Site	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	20
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance.....	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds	25
Article 7 – Contractor’s Responsibilities		26
7.01	Supervision and Superintendence	26
7.02	Labor; Working Hours	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	27
7.05	Substitutes	28
7.06	Concerning Subcontractors, Suppliers, and Others	29
7.07	Patent Fees and Royalties	31
7.08	Permits	31
7.09	Taxes	32
7.10	Laws and Regulations.....	32
7.11	Record Documents.....	32
7.12	Safety and Protection.....	32
7.13	Safety Representative	33
7.14	Hazard Communication Programs	33
7.15	Emergencies	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	37
Article 8 – Other Work at the Site		38
8.01	Other Work	38
8.02	Coordination	39
8.03	Legal Relationships.....	39

Article 9 – Owner’s Responsibilities.....	40
9.01 Communications to Contractor.....	40
9.02 Replacement of Engineer	40
9.03 Furnish Data	40
9.04 Pay When Due.....	40
9.05 Lands and Easements; Reports, Tests, and Drawings	40
9.06 Insurance.....	40
9.07 Change Orders.....	40
9.08 Inspections, Tests, and Approvals.....	41
9.09 Limitations on Owner’s Responsibilities	41
9.10 Undisclosed Hazardous Environmental Condition.....	41
9.11 Evidence of Financial Arrangements.....	41
9.12 Safety Programs	41
Article 10 – Engineer’s Status During Construction.....	41
10.01 Owner’s Representative.....	41
10.02 Visits to Site.....	41
10.03 Project Representative.....	42
10.04 Rejecting Defective Work.....	42
10.05 Shop Drawings, Change Orders and Payments.....	42
10.06 Determinations for Unit Price Work	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work	42
10.08 Limitations on Engineer’s Authority and Responsibilities.....	42
10.09 Compliance with Safety Program.....	43
Article 11 – Amending the Contract Documents; Changes in the Work	43
11.01 Amending and Supplementing Contract Documents	43
11.02 Owner-Authorized Changes in the Work	44
11.03 Unauthorized Changes in the Work.....	44
11.04 Change of Contract Price	44
11.05 Change of Contract Times	45
11.06 Change Proposals	45
11.07 Execution of Change Orders.....	46
11.08 Notification to Surety.....	47
Article 12 – Claims.....	47

12.01	Claims	47
Article 13	– Cost of the Work; Allowances; Unit Price Work.....	48
13.01	Cost of the Work	48
13.02	Allowances	50
13.03	Unit Price Work	51
Article 14	– Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	52
14.01	Access to Work.....	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work	53
14.06	Owner May Stop the Work	54
14.07	Owner May Correct Defective Work.....	54
Article 15	– Payments to Contractor; Set-Offs; Completion; Correction Period	55
15.01	Progress Payments.....	55
15.02	Contractor’s Warranty of Title	58
15.03	Substantial Completion.....	58
15.04	Partial Use or Occupancy	59
15.05	Final Inspection	59
15.06	Final Payment.....	59
15.07	Waiver of Claims	61
15.08	Correction Period	61
Article 16	– Suspension of Work and Termination	62
16.01	Owner May Suspend Work	62
16.02	Owner May Terminate for Cause	62
16.03	Owner May Terminate For Convenience	63
16.04	Contractor May Stop Work or Terminate	63
Article 17	– Final Resolution of Disputes	64
17.01	Methods and Procedures.....	64
Article 18	– Miscellaneous	64
18.01	Giving Notice	64
18.02	Computation of Times.....	64
18.03	Cumulative Remedies	64

18.04	Limitation of Damages	65
18.05	No Waiver	65
18.06	Survival of Obligations	65
18.07	Controlling Law	65
18.08	Headings.....	65

Note: Revisions occur on pages 13 and 17 of this document. Deleted text will have strikeout format; added text will be highlighted in bold italics.

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. §§5101 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 on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

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~~ **Specification sections may** 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~~ **certain Specification sections** 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 Specification sections may 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.I 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. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. 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:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- 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 for whom the Owner is responsible 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 11.04.C.2.a and 11.04.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 additional 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

UTILITIES

The Contractor shall be responsible for notifying all utilities prior to any excavation. Locations of utilities shown on these plans are approximate and shall be verified by the Contractor prior to any excavation with no additional compensation.

INSURANCE

The **minimum** limits of the Contractor's Liability Insurance as indicated in the Standard General Conditions, Article 6.03 – Contractor's Insurance, shall be as follows:

- A. Claims under workers' compensation, disability benefits, and other similar employee benefit acts, the limits should be the Statutory Limits.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, the **minimum** limits should be \$1,000,000.
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees, the **minimum** limits should be \$1,000,000.
- D. Claims for damages insured by reasonably available personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or by any other person for any other reason, the **minimum** limits should be \$1,000,000.
- E. 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, the **minimum** limits should be \$1,000,000.
- F. 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 **minimum** limits should be \$1,000,000.

In addition to the above coverages, the Contractor shall carry an umbrella/Excess Liability policy in the amount of **not less than** \$2,000,000 which should include Employer's Liability Coverage.

The Contractor, as indicated in Article 6.03.G shall extend insurance to both the Owner and the Engineer for the liability coverages listed above, by endorsement as **additional primary and non contributory insureds**. A copy of the endorsement which adds the additional insureds to the policy shall also be provided as well as any **Waivers of Subrogation** endorsements for the General Liability and Worker's Compensation policies as indicated in Article 6.06.

Regarding Commercial General Liability Insurance, Products/Completed Operations Coverage shall be maintained and evidence of continuation provided to the Owner and each other additional insured for **three years** after final payment as provided in Article 6.03.C of the General Conditions.

VENUE OF LAWSUITS

The parties of this Contract agree that if any dispute arising from the pursuit of said Contract requires the filing of a lawsuit, venue of such lawsuit shall be in the Circuit Court of Will County, Illinois.

SUBSTANCE ABUSE PREVENTION PROGRAM

Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse

among its employees which meets or exceeds the requirements in Public Act 95-0635 as enacted by the Illinois General Assembly or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

The apparent low Bidder, upon notification of contract award by the Owner, shall submit the required documents with the executed contract documents and insurance certificates. The Contractor is responsible for obtaining all appropriate documentation from their subcontractors and submitting to the Engineer.

PREVAILING WAGE RATES

All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

Current Prevailing Wage Rates can be obtained at the Illinois Department of Labor web site located at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractors are to report their certified payroll information directly to the Illinois Department of Labor through their electronic database for certified payroll records. Contractors will no longer need to submit certified payroll records to the Owner or Engineer.

The Certified Transcript of Payroll Portal can be accessed at the Illinois Department of Labor web site located at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx>

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the Illinois Workers on Public Works Act, 30 ILCS 570-0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

ILLINOIS STEEL PRODUCTS PROCUREMENT ACT

The Illinois Steel Products Procurement Act (30 ILCS 565) is applicable to this project. This Act includes various requirements pertaining to the origin of steel products which will be used in the construction of this project. <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=548>

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION RULES & REGULATIONS

All work described herein and as shown on the accompanying plan sheets shall comply in all respects to pertinent articles of the current edition of the State and Federal Governments' rules and regulations concerning occupational safety and health standards.

Within Section 1926.652(a), OSHA requires that every jobsite with excavations must have a "Competent Person" present to evaluate the potential for hazards to employees. It shall be the responsibility of the Contractor to provide the required "Competent Person" as defined below.

He must ensure that every trench 5' or more in depth have a protective system. He must ensure that every trench less than 5' undergo an inspection to determine whether a collapse hazard to employees exists. If a collapse hazard is detected, an appropriate protective system must be used.

A "Competent Person" is defined as one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees and who has the authorization to take prompt corrective measures to eliminate them.

"Competent Person" responsibilities:

- Understand the standards and any and all data provided.
- Select proper protective system based on soil type
- Recognize and reclassify soil after changing conditions
- Conduct air test for hazard atmospheres
- Design structural ramps
- Locate underground installations/utilities
- Monitor water removal equipment
- Perform inspections prior to work daily
- Inspect after each hazard-increasing event
- Responsible for ensuring OSHA compliance

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition, and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Unless otherwise stated, all work on this project shall be governed by the "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition. Any reference to the specifications of the Illinois Division of Highways included herein shall mean the latest copy of the Standard Specifications for Road and Bridge Construction prepared by the State of Illinois Department of Transportation. Any work relative to this project not covered by specifications, the special provisions or the plan documents shall be covered by the above-mentioned Standard Specifications.

LOCATION OF PROJECT

This project is located at 212 N. Water Street in Wilmington, Illinois in Will County.

DESCRIPTION OF PROJECT

The improvements on this project consist of the construction of a new parking lot on a vacant parcel. The improvements include earth excavation, aggregate subgrade improvement, HMA paving, lighting, and topsoiling.

CONTRACT TIME

The Contractor shall complete all contract work including punch list items within 20 working days from the date of the Notice to Proceed. If the Contractor fails to complete the work within 20 working days, the Contractor shall be liable and shall pay to the City liquidated damages. Working days shall be calculated as per Article 108 of the Standard Specifications.

REJECTION OF BIDS

The City reserves the right to defer the award of the contract for a period not to exceed thirty (30) calendar days after the date bids are received, to accept or reject any and all proposals, to let the contract to any Bidder which the City in its sole discretion deems to be in the public interest and to waive technicalities.

EXTRA PAYMENT

No extra payment will be made for additional work performed due to contractor negligence or lack of caution while performing removal operations. No extra payment will be made for proposed items unless directed by the City or as measured in place and agreed to by the Engineer.

CHANGE IN SCOPE OF WORK

Delete Article 104.02 of the Standard Specifications and replace with the following:

The City reserves the right to increase or decrease the contract quantities in order to meet budgetary constraints. No additional compensation will be allowed to the Contractor in excess of the unit costs for any increase or decrease in quantities and anticipated profits.

VANDALISM

Special attention is called to Article 107.30 of the Standard Specifications. Any defaced work shall be corrected or replaced by the Contractor at his sole expense prior to final payment. The City shall cooperate with the Contractor to minimize vandalism, but the Contractor shall be ultimately responsible to correct any damage.

STREET CLEANING

Special attention shall be paid to Section 107.15 of the Standard Specifications. If the Contractor fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the City at any time during the contract, the City will notify the Contractor at which time the Contractor will have 24 hours to respond. If the Contractor fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due the Contractor.

PROJECT CLEANLINESS

Description: The Contractor shall be responsible for maintaining the cleanliness and order of the project limits.

All equipment remaining within the limits of the City overnight shall be staged at a location approved by the Engineer. Proper traffic control devices shall be in place properly delineating any equipment that may be left on public streets or is protruding into the traveled way of a public roadway.

Material stock piles shall be kept to a minimum. At the close of each day the stockpiles shall be minimized in size to the maximum extent practical. Where necessary proper traffic control devices shall be in place properly delineating the stockpile.

At the close of each work day the Contractor shall removal all debris, garbage, and excess materials from the project limits. This includes the sweeping/scraping of adjacent roadways in order to remove materials that have been tracked or dropped by equipment and trucks mobilizing between work areas.

At the completion of the project the Contractor will be required to removal all equipment, material stockpiles, debris, trash, and traffic control devices from the project limits. The removal of these items must be completed prior to the authorization of a final pay request.

All excavated and excess materials generated through the construction of this project shall be removed from the job site by the Contractor at his own expense in accordance with Article 202.03 of the Standard Specifications.

Basis of Payment: The work associated with this specification shall be considered included in the cost of the adjacent work items.

MISCELLANEOUS SAW CUTTING

Description: Wherever new work will meet existing conditions other than lawn areas, regardless of whether the new or existing work is asphalt or concrete, the existing adjacent sidewalk, driveways, pavement or

curb shall be neatly saw cut. The saw cut shall be in a neat straight line sufficiently deep so that it renders a smooth vertical face to match to.

Basis of Payment: This type of saw cutting shall not be paid for separately but shall be included in the cost of the work being performed.

CONSTRUCTION DEBRIS

Description: All excess earth excavation from the construction of the improvements shall be the responsibility of the Contractor to remove from the job site. If the Contractor elects to dispose of any excess material from the project site to a regulated soil fill site or other regulated disposal site, the City will require copies of all documentation received from the disposal site. If the Contractor elects to dispose of any excess material to unregulated fill operations, it is understood that the Contractor takes full responsibility for the material as soon as it leaves the project site. Excess excavated material shall not be stockpiled on the existing streets along the water main route. The Contractor shall be responsible for removing from the job site all excess, unstable and unsuitable material as a part of this work.

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

“The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.

All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All Costs associated with meeting these requirements shall be included in the unit price for the associated items in the contract that require removal and disposal of CCDD and uncontaminated soil. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, state and local tipping fees.

The disposal of all excess excavation will be considered a part of the various bid items and will not be paid for separately. If the location of the proposed water main requires more trench backfill than what has been estimated, the additional excess excavation to be disposed of will not be considered for extra payment but will be considered incidental to the cost of the Trench Backfill item.”

Basis of Payment: The disposal of all excess excavation will be considered a part of the various bid items and will not be paid for separately.

EROSION CONTROL

Description: Part of the Contractor’s responsibility under this contract shall be protection of existing culverts, inlets, and ditches from soil and silt erosion. The Contractor shall install silt fence in front of each culvert end, install filter fabric over every inlet, install straw bales as ditch checks every 150 feet of ditch, and provide seed blanket on ditch slopes as necessary when restoring the site to its original condition.

The Contractor should leave the site in good condition as the work progresses and be sure erosion control is in place at all times.

Basis of Payment: No additional compensation will be allowed for this work. The Contractor may be called to install or replace erosion control if any condition exists that will require the measures be put in place. No additional payment will be made for maintenance call-outs.

CLASS D PATCHES

Description: This work shall consist of the removal of the existing pavement, the necessary excavation and the replacement with a Hot-Mix Asphalt patch to the proposed pavement grade. This work shall be completed in accordance with Section 442 of the Standard Specification, except as altered herein. The four types, namely Type I, Type II, Type III, and Type IV have been combined under this pay item Class D Patches.

Class D Patches shall be HMA binder course, N50, 8" thick and installed in two (2) lifts as approved by the engineer. Binder patches shall be installed to the finished grades of the surrounding existing pavement. The backfill for all trenches associated with work in this contract shall be sufficiently compacted in accordance with the Special Provision for Trench Backfill. Pavement removal and replacement of Class D Patches will be measured for payment in place and the area computed in square yards. All saw cuts associated with the removal of pavement will not be measured for payment

Method of Measurement: This work will be measured for payment in accordance with Article 442.10.

Basis of Payment: This work will be paid for at the contract unit price per square yard for CLASS D PATCHES. All saw cuts will not be paid for separately but shall be included in the cost of this item.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

Description: This work shall consist of placing Portland cement concrete sidewalk on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications with the following alterations. Sidewalks shall be placed on 3-inches of aggregate base course, Type B. Expansion joints shall be placed at intervals of not more than 200 feet. At driveway apron locations, the depth of concrete shall be increased to 7-inches. All required excavation shall be included. Sidewalks shall be doveled into existing adjacent sidewalk with 2 #4 rebar.

Sidewalk ramps for the handicapped shall be installed at all intersecting streets and driveways as directed by the Engineer in accordance with the IDOT Highway Standards 424001, 424006, 424011, 424016, and 424021.

Ramps and depressed curbs accessible to the handicapped shall be provided at all crosswalks and bicycle paths.

Detectable warnings shall be placed in sidewalk behind depressed concrete curb and gutter at all appropriate crossings.

Method of Measurement: This work will be measured for payment in accordance with Article 424.12.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, which price shall include all required expansion joints, reinforcement, special texturing, variable height edge treatment at sidewalk ramps, additional thickness at driveway aprons, compacted aggregate base course material, and required excavation.

Detectable warnings will be paid for separately.

DETECTABLE WARNINGS, SPECIAL

Description: This work shall consist of installing detectable warnings at locations directed by the Engineer. The Contractor shall install the Access Tile Tactile Systems Detectable Warning Plate as manufactured by Access Products, Inc. or an approved equal. The detectable warning shall be installed in accordance with the manufacturer's recommendations and specifications as required by the Engineer.

Articles 424.08 – 424.12 of the Standard Specifications shall be replaced with the following:

424.08 Curb Ramps. Curb ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Illinois Accessibility Code, and as shown on the plans. Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 100 mm (5 in.). 424.09 Detectable Warnings. The detectable warning shall be installed during the construction of the PCC sidewalk. The top of the tile shall be flush with the surface of the sidewalk. All PCC sidewalk and aggregate subbase installed below the detectable warning shall be considered included in the cost of PCC Sidewalk 5 Inch, Special. The detectable warning shall be installed according to the manufacturer's specifications. The Contractor shall consult the City of Wilmington for the desired color of each detectable warning tile to be installed. The detectable warnings shall be installed at curb ramps and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface.

The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use:

1. **Product Data:** Submit manufacturer's literature describing products, installation procedures and routine maintenance. **Samples for Verification Purposes:** Submit two (2) tile samples minimum 6"x6" of the kind proposed for use.
2. Shop drawings are required for products specified showing fabrication details, composite structural system, tile surface profile, fastener and anchor locations, plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.
3. **Material Test Reports:** Submit complete test reports from qualified accredited independent testing laboratories to qualify that materials proposed for use are in compliance with requirements and meet or exceed the properties indicated on the specifications. All tests shall be conducted on a Replaceable Cast In Place Detectable Tactile Warning Surface Tile system as certified by a qualified independent testing laboratory and be current within a 24 month period.
4. **Maintenance Instructions:** Submit copies of manufacturer's specified installation and maintenance practices for each type of Detectable Warning Surface Tile and accessory as required.
5. **Manufacturer's five-year warranty:**
 - A. 424.10 Backfill. After the concrete has been cured, the spaces along the edges of the sidewalk and ramps shall be backfilled with approved material. The material shall be compacted until firm and the surface neatly graded.
 - B. 424.11 Disposal of Surplus Material. Surplus or waste material shall be disposed of according to Article 202.03.

Method of Measurement: This work will be measured for payment in accordance with Article 424.12.

Basis of Payment: This work will be measured and paid for at the contract unit price per square foot of DETECTABLE WARNINGS, SPECIAL which price shall include all materials, labor, and equipment necessary to perform the work as shown in the construction detail and specified herein. Each detectable warning shall be considered a 2' x 4' tile.

COMBINATION CONCRETE CURB AND GUTTER

Description: This work shall consist of constructing combination concrete curb and gutter in accordance with the Section 606 of the Standard Specifications except as modified herein. The materials for this work shall be in accordance with article 606.02 of the Standard Specifications.

This work shall be constructed in accordance with Section 606 of the Standard Specifications, except as modified as follows:

The combination concrete curb and gutter shall be constructed on a minimum of four (4) inches of crushed aggregate base course. This base course shall extend a minimum of 6" behind the back of curb.

Two (2) continuous #4 reinforcement bars shall be installed in the curb and gutter as depicted in the Standard Specifications.

All combination concrete curb and gutter that is constructed with the use of form work shall have a form on the front and back of the combination concrete curb and gutter. The Contractor will not be allowed to "bank" pour the curb and gutter against the existing pavement structure.

The annular space between the front of the curb and the existing pavement shall be filled with concrete in a second operation after the concrete curb has sufficiently cured. The surface of this concrete shall be struck smooth to a level that is equal to the milled surface of the adjacent existing pavement.

Method of Measurement: This work will be measured for payment in feet in accordance with Section 606.14.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER, of the type specified. This price shall include all material, labor, and equipment necessary to construct the curb as shown on in the plan details and as described herein. All crushed aggregate subbase, dowel bars, reinforcement bars, and concrete used to fill the annular space between the front of the curb and existing pavement will not be measured for payment separately.

STRUCTURE TO BE ADJUSTED

Description: This work shall consist of adjusting catch basins, manholes, water valve boxes, fire hydrant auxiliary valve boxes, water service boxes and inlets with their existing frame and grate in accordance with Section 602 of the Standard Specifications and as specified herein. The word structure shall be understood to mean catch basin, manhole, water valve box, buffalo box, and inlet as the case may be.

Following the placement of the leveling binder the Contractor shall adjust all existing manhole castings as directed by the Engineer.

The casting shall be excavated, and the casting shall be adjusted for a finished grade of 1/4 inch below the final surface grade. The final adjustment shall be completed with the use of steel or concrete brick shims. All void areas between the casting and manhole top shall be sealed with a non-shrink concrete grout.

The excavated area surrounding the adjusted casting shall be filled with a 7.5 bag P.C. concrete and leveled to the grade of the leveling binder. In no case shall the adjusted casting have less than 1 1/4 inch of reveal.

Basis of Payment: This work will be measured and paid for at the contract unit price per each for STRUCTURE TO BE ADJUSTED.

WATER SERVICE CONNECTION

Description: This item shall consist of furnishing and installing new Type K copper 3/4" water service lines from the new corporation stop to the location of the new curb stop as noted in the plans or as directed by the Engineer, in accordance with Section 562 of the Standard Specifications and Section 40-2.12 of the Water and Sewer Specifications. The method of installation of the Water Service Line shall be the discretion of the Contractor.

Water Service lines shall be 3/4" copper, type K meeting ASTM B88.

Basis of Payment: This work shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION.

All excavation, couplings, new 3/4" service line, auguring, excavation, backfilling including trench backfill, connections to the existing service line and new main, capping of any abandoned water service line, removal of existing water service box, and corporation stop will not be paid separately but shall be included in the contract unit price per each for Water Service Connection.

CORPORATION STOPS

Description: This work shall consist of furnishing and installing corporation stops for new water service lines tapping to new and existing water mains, in accordance with Section 562 of the Standard Specifications and Section 41-2.11 of the Water and Sewer Specifications.

The corporation stops shall be a model as specified in the Standard Specifications.

Basis of Payment: This work shall not be paid for separately but shall be included in the Water Service pay item. This shall be considered payment in full for all labor, equipment, and material required to complete the work as specified herein.

Water Service Box

Description: This work shall consist of the installation of an owner supplied molded structural foam polyolefin valve box over at the termination of the water service.

Construction Requirements: The Contractor shall install an NDS Standard Series 13" x 20" valve box and cover or similar owner supplied material at the location as shown on the plans. The box and cover shall conceal a future meter and connection point to be installed by others.

The Contractor shall be required to leave the end of the water service inside of valve box fully accessible and to the satisfaction of the City.

The water service line shall have a cap installed once construction on this item is complete.

Basis of Payment: This work shall be paid for at the contract unit price per each for WATER SERVICE BOX.

ELECTRIC CONTROLLER INSTALLATION

Description: This work shall consist of installing an owner supplied electrical controller.

Construction Requirements: The contractor shall be required to take delivery or retrieve the supplied electric controller from the City.

The controller shall be installed in accordance with Section 825 of the Standard Specifications. The controller shall be supplied by the City with a distribution panel.

The contractor shall be responsible for supplying and installing all other necessary components required for the proposed electrical system.

The meter socket required for the electric service connection will be required to be mounted by the Contractor to the Electric Controller cabinet. This work shall be included in the cost of Electric Service Installation.

The contractor shall install the provided photocell in the exterior of the cabinet.

Basis of Payment: This work shall be for at the contract unit price per each for ELECTRIC CONTROLLER INSTALLATION, which cost shall include receipt of the Electric Controller, installation, and all necessary components required of the proposed electrical system hardware.

LIGHT POLE INSTALLATION

Description: This work shall consist of installing an owner supplied light pole complete with all hardware and accessories required for the intended use of the light pole.

Construction Requirements: The light pole shall foundation mounted poles and shall be installed in accordance with Section 830 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per each for LIGHT POLE. This cost shall include all receipt of the light pole, labor and ancillary materials required to install the Light Pole as detailed.

LIGHT POLE RELOCATION

Description: This work shall consist of the relocation of an existing light pole to a new foundation.

Construction Requirements: The Contractor shall be required to remove existing light pole equipment for locations as shown on the plans. The equipment shall be removed and stored such that damage to the existing equipment is prevented.

The pole shall be reinstalled at the location as shown on the plans. The installation of the pole shall be in accordance with the requirements of Section 830.

Extension of the existing underground raceway shall be constructed in accordance with Section 810 of the Standard Specification. The Contractor shall provide the necessary raceway materials to perform this work.

The type of material of the existing raceway shall be confirmed in the field prior to the ordering of materials.

Existing cable located in the raceways shall be removed to the nearest splice location. New cabling of equivalent gauge shall be provided and installed to the new light pole location. The cable shall be installed in accordance with Section 817 of the Standard Specification.

Basis of Payment: This work shall be paid at the contract unit price of each for LIGHT POLE RELOCATION, which cost shall include the removal and storage of the existing lighting equipment, installation of the relocated equipment, and all equipment and additional hardware required for installation.

Additional conduit will not be paid for separately but shall be included in the cost of Electric Cable.

Additional cable will be paid for at the contract unit price per foot for Electric Cable, of the type and size specified.

LIGHT POLE FOUNDATION, 24" DIAMETER

Description: This work shall consist of construction or furnishing and installing a light pole foundation.

Construction Requirements: All foundations shall be cast in place or reinforced precast concrete foundations of the diameter specified.

Installation of cast in place concrete foundations shall be in accordance with the requirements of Article 836.03, except those foundations located within the limits of paved areas shall have a minimum of 30 inches exposed foundation above the finished pavement surface.

Precast concrete foundations shall be provided with raceways and full-length anchor rods as specified for cast in place concrete foundations in Article 836.03(a).

The void space in the drilled shaft around precast concrete foundations shall be backfilled in accordance with the precast foundation manufacturers specifications.

Basis of Payment: Concrete foundations will be paid for at the contract unit price per each for LIGHT POLE FOUNDATION, 24" DIAMETER. This cost shall include all reinforcement, anchor rods, grounding electrodes, back fill materials, labor, and equipment necessary for installation.

CONSTRUCTION LAYOUT

Description: The Contractor shall be required to furnish and place construction layout stakes for this project. The Engineer will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade shall be set at sufficient station intervals (not to exceed 50 FT) to assure substantial conformance to

plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

1. The Engineer will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns will not be located or referenced by the Engineer.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

2. Benchmarks will be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) vertically.
3. Stakes set for (a) and (b) above will be identified in the field to the Contractor.
4. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
5. The Engineer will set all stakes for utility adjustment for building fences along the right of way line by parties other than the Contractor.
6. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.
7. Where the Contractor, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the re-cross sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for in accordance with 109.04 of the Standard Specifications.
8. The Engineer will accept responsibility for the accuracy of the initial control points as provided herein.
9. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and they shall be required to make the necessary correction before the stakes are used for construction purposes.

10. Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the Contractor

1. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. They shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

2. At the completion of the grading operations, the Contractor will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Engineer.
3. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.
4. For highway structure staking, the Contractor shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction accuracy. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the Contractor and checked by the engineer. The Contractor shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

Basis of Payment: This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project.

Locations

Peru

4152 Progress Boulevard
Peru, Illinois 61354
Phone 815.223.3344
peru@chamlin.com

Morris

221 West Washington Street
Morris, Illinois 60450
Phone 815.942.1402
morris@chamlin.com

Ottawa

218 West Lafayette Street
Ottawa, Illinois 61350
Phone 815.434.7225
ottawa@chamlin.com

Mendota

903 Main Street
Mendota, Illinois 61342
Phone 815.539.8137
mendota@chamlin.com




Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS



MEMO

Date: June 27, 2022

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Bryan Wellner, City Attorney

Re: Motion to Approve and Authorize the Execution of Confirmation of Satisfaction of Payments and Mutual Release of Obligations Pursuant to Section 7 of Annexation Agreement

Budget Impact: Increase of \$301,000 to the Capital Projects Fund

Request: Authorization to execute an agreement between US Cold Storage (USCS) and the City of Wilmington for the escrow of \$301,000 to Capital Projects and the mutual agreement that USCS has satisfied its obligations under Section 7(B) of the Annexation Agreement.

Discussion: The City of Wilmington entered into an annexation agreement with USCS in 2008 for the purpose of building a cold storage facility at 800 E. Kankakee River Drive. Pursuant to that agreement, USCS was obligated to provide funding for certain improvements to the intersection of Kankakee River Drive and Route 53. The City of Wilmington and USCS agree that the sum of \$301,000 satisfies this obligation and that no further sums are due to the City of Wilmington for the Intersection Improvements under Section 7(B) of the Annexation Agreement.

Motion: Staff respectfully requests and recommends a motion to approve and authorize the Execution of the Confirmation of Satisfaction of Payments and Mutual Release of Obligations Pursuant to Section 7 of Annexation Agreement as presented.

Thank you in advance for your consideration of this request.

Confirmation of Satisfaction of Payments
and Mutual Release of Obligations Pursuant to
Section 7 of Annexation Agreement

UNITED STATES COLD STORAGE FACILITY

By and Among
The City of Wilmington, Illinois
and
United States Cold Storage, Inc.,
a New Jersey corporation
PIN: 03-17-24-400-009-0000

Address: 800 E Kankakee River Dr.
Wilmington Illinois 60481

Dated as of July __, 2022

**CONFIRMATION OF SATISFACTION OF PAYMENTS
AND MUTUAL RELEASE OF OBLIGATIONS PURSUANT TO
SECTION 7 OF ANNEXATION AGREEMENT**

THIS CONFIRMATION OF SATISFACTION OF PAYMENTS AND MUTUAL RELEASE OF OBLIGATIONS PURSUANT TO SECTIONS 7 OF ANNEXATION AGREEMENT (this "Confirmation") is made as of the ____ day of July, 2022, by THE CITY OF WILMINGTON, ILLINOIS ("City"), in favor of UNITED STATES COLD STORAGE, INC. ("USCS").

RECITALS:

City and USCS entered into a certain City of Wilmington, Illinois Annexation Agreement, United States Cold Storage Facility with cover page dated May 29, 2008, and recorded September 9, 2008 in the Office of the Will County Recorder as Document #R2008112074 (the "Annexation Agreement").

USCS owns the property at 800 E Kankakee River Dr., Wilmington, Illinois 60481.

Section 7(A) of the Annexation Agreement provides for the construction of certain "Kankakee River Drive Improvements" subject to certain rights of recapture as set forth in that certain Recapture Agreement dated May 20, 2008, with a cover page dated May 29, 2008, recorded September 2, 2008 in the Office of the Will County Recorder as Document #R2008112079, as amended by a certain Amendment to Recapture Agreement dated April 13, 2009 (such Recapture Agreement, as so amended, the "Recapture Agreement"). The parties desire to confirm that the Kankakee River Drive Improvements have long since been completed and no further amounts are owed by reason thereof.

Section 7(B) of the Annexation Agreement provides for certain improvements for the intersection of Illinois Route 53 and Kankakee River Drive (the "Intersection Improvements"). USCS was required to contribute to the Intersection Improvements. USCS desires to place such contribution in escrow and the parties wish to acknowledge that the funding into escrow Three Hundred One Thousand Dollars (\$301,000.00) shall satisfy USCS's obligations under Section 7(B) of the Annexation Agreement and that no further sums by reason of the Intersection Improvements shall be payable by USCS.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. The recitals set forth above and the capitalized terms defined therein are hereby incorporated into this Confirmation as more fully set forth in such recitals.
2. The parties hereto acknowledge that all obligations of either party with respect to the Kankakee River Drive Improvements have been performed and paid, and neither party has any further responsibility to the other with respect to construction or payment for such improvements.

3. The parties hereto acknowledge that within five (5) business days after delivery of execution and delivery of this Confirmation by USCS and the City, USCS shall pay to City the sum of Three Hundred One Thousand Dollars (\$301,000.00) for the City's use for payment for, or reimbursement of the City's payments on account of, the Intersection Improvements set forth in Section 7(B) of the Annexation Agreement. City confirms that the payment of such money to the City satisfies USCS's obligations with respect to the Intersection Improvements and otherwise with respect to Section 7(B) of the Annexation Agreement.

4. The parties further acknowledge and agree that the City has performed all obligations it owed to USCS under Section 7 of the Annexation Agreement and USCS has performed all obligations it owed to the City under Section 7 of the Annexation Agreement. Therefore, the City and USCS mutually waive enforcement of and release each party from any further obligations, requirements, or payments, as set forth in Section 7 of the Annexation Agreement, including but not limited to USCS's right to review and approve engineering plans and specifications for the intersection improvements as specified in Section 7(B)(2) and the closure of Kankakee River Drive at Union Pacific Railroad as specified in Section 7(G).

5. Notwithstanding anything to the contrary contained herein, the Recapture Agreement remains in full force and effect and, except as otherwise provided herein, the Annexation Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation as of the day and year first above written.

CITY OF WILMINGTON,
An Illinois municipal corporation

By: _____

Mayor: _____

Effective Date: _____

ATTEST:

Deputy City Clerk

[Seal]

UNITED STATES COLD STORAGE, INC., a
New Jersey corporation

By: 

Name: Barry Chinsky

Title: V.P. Treasurer & Secretary

ATTEST:


Secretary

STATE OF New Jersey)
) ss.

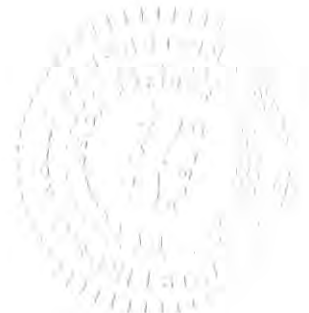
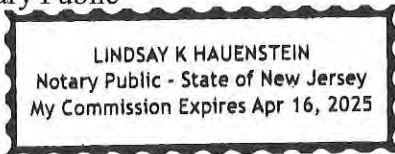
COUNTY OF Burlington)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO**
HEREBY CERTIFY that the above-named Barry Ominsky, personally known
to me to be the VP Treasurer + Secretary of **United States Cold Storage, Inc.**, a New Jersey
corporation, personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he signed
and delivered the said instrument as his free and voluntary act, and the free and voluntary act of
the said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28 day of June, 2022.

Lindsay Kelly Hauenstein
Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO**
HEREBY CERTIFY that _____, personally known to me to be the Mayor of
the **City of Wilmington**, a municipal corporation, and personally known to me to be the Deputy
City Clerk of said municipal corporation, and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such Mayor and Deputy City Clerk, they signed and
delivered the said instrument and caused the corporate seal of said municipal corporation to be
affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as
their free and voluntary act, and as the free and voluntary act and deed of said municipal
corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2022.

Notary Public