AGENDA REGULAR SESSION HIGHLAND CITY COUNCIL HIGHLAND CITY HALL 1115 BROADWAY MONDAY, JULY 7, 2025 6:30 PM

NOTE: This is an in person meeting. However, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 3 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

A. MOTION – Approve Minutes of June 16, 2025 Regular Session (attached)

PUBLIC FORUM:

- A. Citizens' Requests and Comments:
 - 1. Treats on the Streets Special Event Application Marshall Rinderer, Representative (attached)
 - 2. 2025 Street Art Festival Special Event Application Taylor Sheely, Representative (attached)
 - 3. Annual Lighted Christmas Parade Special Event Application Taylor Sheely, Representative (attached)

Anyone wishing to address the Council on any subject may do so at this time. Please come forward to the podium and state your name. Per Ordinance No. 3299, please limit your comments to 4 minutes or less.

- B. Requests of Council:
- C. Staff Reports:
 - 1. Recognition of Chief Widman Becoming a Certified ILACP Chief of Police City Manager Chris Conrad

NEW BUSINESS:

- A. **MOTION** Approve Notice of Municipal Letting, Bid # PR-09-25, for Glik Park Parking Lot (attached)
- B. **MOTION** Approve Notice of Municipal Letting, Bid # PW-03-25, for CIPP Sewer Rehabilitation 2025 (attached)
- C. **MOTION** Approve Notice of Municipal Letting, Bid # PW-07-25, for Street Resurfacing 2025 (attached)
- D. MOTION Approve Notice of Municipal Letting, Bid # PW-10-25, for Spillway Improvement 2025 (attached)
- E. MOTION Award Bid # PW-05-24, for Sealing Asphalt Shared Use Paths 2024 (attached)
- F. MOTION Bill #25-??/RESOLUTION Approving Intergovernmental Agreement Between City and State of Illinois Department of Transportation, Regarding Municipal Maintenance of State Highways (attached)

Continued

- G. **MOTION** -- Bill #25-??/RESOLUTION Authorizing Sole Source Purchase of Services from Tantalus Systems, Inc. for Annual Maintenance and Technical Support (attached)
- H. MOTION -- Bill #25-??/RESOLUTION Waiving Competitive Bidding Requirement and Approving and Authorizing the Execution of an Emergency Purchase for Three Rooftop Heating and Cooling Units From Langhauser Sheet Metal Company for \$28,500.00 (attached)
- I. **MOTION** Bill #25-??/RESOLUTION Approving Application and Awarding Certain Financial Incentives Under the City of Highland Façade Improvement Program to Steve Heimsath For 2365 Plaza Dr. Highland, IL 62249 (attached)
- J. MOTION Bill #25-??/ORDINANCE Amending City Code, Adding Chapter 42 Offenses and Miscellaneous Provisions, Article II. – Offenses Affecting Governmental Functions, Section 42.31 – Police and Fire Officers; Interfering and Obeying (attached)
- K. **MOTION** Bill #25-??/RESOLUTION Designating Freedom of Information Officers Pursuant to Section 3.5 of the Freedom of Information Act (attached)
- L. MOTION Bill #25-??/ORDINANCE Amending Chapter 6, of the Code of Ordinances, City of Highland, Alcoholic Liquor, to Decrease the Number of A2 Liquor Licenses to 4 and to Increase the Number of D2 Liquor Licenses to 12 (attached)
- M. **MOTION** Bill #25-??/RESOLUTION Issuing an "D2" Liquor License to DJR Properties, LLC On Behalf of Chippers, Pursuant to Chapter 6, of the Code of Ordinances, City of Highland, Entitled Alcoholic Liquor (attached)

REPORTS:

A. MOTION – Accepting Expenditures Report #1293 for June 14, 2025 through July 4, 2025 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing exemptions allowing such meeting.

ADJOURNMENT:

Continued

Agenda July 7, 2025 Page 3



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimburger, ADA Coordinator, by 9:00 AM on Monday, July 7, 2025.

BE ADVISED this is a public meeting conducted in accordance with Illinois state law and may be recorded for audio and video content. City reserves the right to broadcast or re-broadcast the content of this meeting at City's sole discretion. City is not responsible for the content, video quality, or audio quality of any City meeting broadcast or re-broadcast.

Directions for Public Monitoring of Highland City Council Meetings:

The City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

618-882-5625

Once connected, you will be prompted to enter a conference ID number.

Conference ID #: 867900

This will allow a member of the public to hear the city council meeting.

Note: This is for audio monitoring of the meeting, only. Anyone dialing in will not be able make comments.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to <u>cflake@highlandil.gov</u> or, by using the citizens' portal on the city's website found here: <u>https://www.highlandil.gov/citizen_request_center_app/index.php</u>.

Any comments received prior to 3:00 PM on the day of the meeting, will be read into the record.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

	_		
Closures	(Specify):		
	e	eOther Fundraiser	No YesNo YesNo (<i>Only available for the Square</i> YesNo

Electric Dept: Electrical Service, Lighting (Specify):

There may be some people plugging in the outlets on square.

HCS Services: Wi-Fi or other technological needs (Specify):

Other City Services: Restrooms, City Officials (Specify):

Refuse Dumpsters (Charges Apply): Contact Republic Services at 618-656-6883 to request a temporary dumpster.

Signs: Per the City of Highland's Municipal Code, signs are disallowed on public right-of-way. If you wish to display signs on right-of-way, please indicate the requested location of signs:

If approval is granted, signs must not be displayed within roundabouts or within any area that is difficult for vehicles to see around and creates a traffic safety issue. All signs within right-of-way must be displayed no more than two weeks prior to the event unless specifically requested and removed within two days after the event.

Specify Special Event or Ongoing Event (as defined above) Special Event

Specify Route Option #_____ (listed on attached Maps) Route must be approved by Public Safety director before application can be brought to council for approval.

Check the boxes below for what Services apply and number of each service needed (See Page 1 & 2 and Race Option/Maps provided for more information)

- □ **Police** Number of officers needed for Event _____
- □ EMS Number of Emergency Medics needed for Event _____
- □ **Fire** Number of Firefighters needed for Event_____

Application Checklist (Attachments):

- □ Council Meeting Scheduled for approval
- □ Certificate of Insurance: (Must attached for approval)
 - Must be General liability
 - \$1 Million per occurrence/\$2 million aggregate
 - City named as "additional insured" If Event is on city property.
- □ Site Plan Rendering
- Evacuation Plan
- □ Fire Plan
- □ Parking Plan

<u>**City Services Requested:**</u> – Please attach additional documents such as maps, flyers or any other detailed information.

an pe

Event Sponsor Responsible Party

Date

City Manager

Date

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE						(MM/DD/YYYY) 2/2025					
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							©19	88-2015 AC	ORD CORPORATION.	All riaht	s reserved

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6/16/25, 9:12 AM

Google Maps

Highland, IL Town Square - Google Maps

Highland, IL Town Square



CITY OF HIGHLAND



SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

<u>PURPOSE</u>: The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

DEFINITIONS and FEES:

<u>Special event</u>: A "Special Event" is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

<u>Ongoing Event:</u> An "Ongoing Event" is defined as any event that occurs partially or completely within the jurisdiction of the City of Highland consecutively for a period of time that exceeds more than two times monthly. Specific examples would include (but are not limited to): automobile races, re-occurring sporting events not affiliated with HUSD5, weekly music festivals, and other weekly reoccurring events). The City Manager will make the final determination as to whether an event qualifies. This will be based on the totality of the circumstances presented and will require approval depending on requests of individual departments by their Directors.

Highland Public Safety Fees for Special Events:

Police Department: The Highland Police Department will be paid at a rate of \$50.00 per officer per race event (runs or bicycle) when required for traffic control. The Highland Police Department will be paid at a rate of \$100.00 per officer per day, per event when officers are requested outside of the normal day-to-day operation.

Emergency Medical Services Department: No additional fees for Special Events unless organizers require service outside of the normal day-to-day operation.

Fire Department:

No additional fees for Special Events unless organizers require service outside of the normal day-to-day operation.

Highland Public Safety Fees for On-Going Events:

Police Department: The Highland Police Department will be reimbursed at a rate of 1 ¹/₂ times the rate of the officer working the ongoing event. Scheduling will be arranged and agreed upon by the organizer, the Chief of Police or his/her designee.

Emergency Medical Services Department:

The Highland Emergency Medical Services Department will be paid at a rate of \$75.00 per half hour when requested for an ongoing event. Scheduling will be arranged and agreed upon by the organizer and the EMS Chief or his/her designee. The following are details of provided additional service:

- Two crew members to provide medical services throughout the event.
- Fuel charges consistent with leaded mile rate.
- Medical supplies used during the event
- Wear and tear on the truck for idle state

Trucks must remain in an idle state throughout the course of the event for patient comfort and to maintain moderate temperatures for medications and I.V. fluids. Scheduling will be arranged and agreed upon by the organizer and the Emergency Services Chief or his/her designee.

Fire Department:

The Highland Fire Department will be reimbursed at a rate of \$21.00 per firefighter per hour working the ongoing event. Scheduling will be arranged and agreed upon by the organizer and the Fire Chief or his/her designee.

PROCEDURE:

- 1. All Requests will be directed to Highland City Hall, to the attention of the Director of Support Services.
- 2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City's web site.
- 3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Director of Support Services. Failure to provide information will result in denial of application.
- 4. The Director of Support Services will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
- 5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Type of Event: <u>×</u>	Festival	Race	Other Fundraiser	Service	Parade
Other (pleas	e specify):				
Description of Eve	n f• Chalk art festi	val on the streets a	round the square. The event wi	Il alco insludo food ora	l en tit van da
live music, and kid-friendly					r crait vendors,
			·····		·····
Location of Event:	Highland Downtov	vn Square/Plaza P	ark		
Sponsoring Organi	zation/Indivi	dual: Highland	Chamber of Commerce		
Event Responsible			ommerce (Taylor Sheeley, Exe	c Dir)	
		16 Main St, Highla	nd, IL 62249		
	Phone(s): <u>6</u>				
	Email: taylor	@highlandillinois.c	om		
			am-7:00pm, (Rain Date Septer	nber 21)	
Date(s) of Tear-dov	vn: Saturday, Se	p 20th and Sunday	Sep 21st		
Expected Attendan	ce: Unsure				
Alcohol License Re If yes, applic	quired: ation submitte		<u>I NO</u> liquor	re requesting appro on city property, b submitted by the	ut license reque
Sound Amplificatio	n System util	ized: 🔽 Yes	s No (<i>Only availabl</i>	e for the Squard	2)
It yes, hours	of operation:	Sat, Sep 20 8:00ar	n-7:00pm (or rain date if neces	sary)	
Funding request of Amount requ	1 . C	Yes	s <u>x</u> No		
Purpose for F				·	
Street Dept: Signage	e, Barricades,	Street Closure	es (Specify): <u>Request the</u>	streets around the squ	Jare
		pm Friday, Sep 19	through 2:00pm Sunday, Sep	21. If we have a rain o	ut on
Saturday, everything will be	snifted to Sunday.	········			
Electric Dept: Elect	rical Service	Lighting (Spe	rify).		
			Sep 19 at 5:00pm through Sa	turday, Sep 20 at 9.00	pm.
			eded on Sunday, Sep 21 from		·

Public Safety: If anything needed in addition to below (Specify):

HCS Services: Wi-Fi or other technological needs (Specify):

We request WIFI service available on the square during the festival starting on Friday, Sep 19 at 5:00pm through Sunday, Sep 21 at 8:00pm. This covers any rain-out issues.

Other City Services: Restrooms, City Officials (Specify):

We request use of Plaza Park restrooms with LOTS of additional toilet paper available for this event. We request 4 picnic tables to be placed on the southwest side of the square for the Kids Korner on Fri (9/19) and can be picked up on Mon (9/22)

We request sprinklers to be turned off on the square from Thursday through Monday (9/18-9/22).

Refuse Dumpsters (Charges Apply): Contact Republic Services at 618-656-6883 to request a temporary dumpster.

Signs: Per the City of Highland's Municipal Code, signs are disallowed on public right-of-way. If you wish to display signs on right-of-way, please indicate the requested location of signs:

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Police – Number of officers needed for Event

EMS – Number of Emergency Medics needed for Event

Fire – Number of Firefighters needed for Event_____

Application Checklist (Attachments):

- Council Meeting Scheduled for approval
- □ Certificate of Insurance: (Must attached for approval)
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- □ Site Plan Rendering
- Evacuation Plan
- Fire Plan
- Parking Plan

<u>City Services Requested</u>: – Please attach additional documents such as maps, flyers or any other detailed information.

Event Sponsor Responsible Party

6 - 18 - 25 Date

City Manager

Date

CITY OF HIGHLAND



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Emergency Medical Services Department: No additional fees for Special Events unless organizers require service outside of the normal day-to-day operation.

Fire Department:

No additional fees for Special Events unless organizers require service outside of the normal day-to-day operation.

Highland Public Safety Fees for On-Going Events:

Police Department: The Highland Police Department will be reimbursed at a rate of 1 ½ times the rate of the officer working the ongoing event. Scheduling will be arranged and agreed upon by the organizer, the Chief of Police or his/her designee.

Emergency Medical Services Department:

The Highland Emergency Medical Services Department will be paid at a rate of \$75.00 per half hour when requested for an ongoing event. Scheduling will be arranged and agreed upon by the organizer and the EMS Chief or his/her designee. The following are details of provided additional service:

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- 4. The Director of Support Services will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
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CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: <u>A</u>	nnual Lighted Christ	mas Parade				
Type of Event:Other (plea	Festival se specify):	Race	Other Fundraiser	Service _	x	_Parade
Description of Eve	ent: <u>Annual lighteo</u>	l parade with them	ed floats, vehicles, walking groups,	, and bands.		
Location of Event			lar St, travels west on Lindenthal, n	orth on Washing	iton, a	nd around
Sponsoring Organ	the square to end lization/Indivi		-			
Event Responsible	Address: <u>12</u> Phone(s): <u>6</u>	16 Main Street, Hi		irector)		
Date(s) of Set-up: Event Date(s) / Tin			ate Sat, Nov 29) m (rain out Sat, Nov 29 5:00pm-10):30pm)		
Date(s) of Tear-do	wn: Friday, Nov 2	8 (rain out Sat, No	vv 29)			
Expected Attendar	nce: <u>6,000+</u>					
Alcohol License Re If yes, appli	equired:		No sNo			
Sound Amplificati If yes, hours	on System utils of operation:	ized:Ye	s√No (<i>Only available f</i>	or the Squa	re)	
	f the Council: uested: \$ Funding:		s <u>X</u> No			
barricade needs. We reque	est for the streets to	be cleaned along t	es (Specify): <u>Please see attac</u> he parade route the morning after th	he parade, as the	ere is	always
candy and trash left behind	. The day after the pa	arade is "Small Bus	siness Saturday" and brings a lot of	shoppers to dowr	ntown	Highland,
Electric Dent: Elec	trical Service	l ighting (Spe	cify).			

Electric Dept: Electrical Service, Lighting (Specify): None - City facilitates announcements & lighting of the square Public Safety: If anything needed in addition to below (Specify): We will need traffic control during the parade. Please see attached map. The parade will start at 6:30pm and should be

completed by 8:00pm.

HCS Services: Wi-Fi or other technological needs (Specify): None

Other City Services: Restrooms, City Officials (Specify): We request that the restrooms at Plaza Park are open and available to the public the evening of the event.

Refuse Dumpsters (Charges Apply): Contact Republic Services at 618-656-6883 to request a temporary dumpster.

Signs: Per the City of Highland's Municipal Code, signs are disallowed on public right-of-way. If you wish to display signs on right-of-way, please indicate the requested location of signs:

If approval is granted, signs must not be displayed within roundabouts or within any area that is difficult for vehicles to see around and creates a traffic safety issue. All signs within right-of-way must be displayed no more than two weeks prior to the event unless specifically requested and removed within two days after the event.

Specify Special Event or Ongoing Event (as defined above) Special Event

Specify Route Option # (listed on attached Maps) Route must be approved by Public Safety director before application can be brought to council for approval.

Check the boxes below for what Services apply and number of each service needed (See Page 1&2 and Race Option/Maps provided for more information)

Police - Number of officers needed for Event Will review w/ Chief Widman

EMS – Number of Emergency Medics needed for Event

Fire – Number of Firefighters needed for Event

Application Checklist (Attachments):

- Council Meeting Scheduled for approval
- □ Certificate of Insurance: (Must attached for approval)
 - o Must be General liability
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 - City named as "additional insured" If Event is on city property.
- Site Plan Rendering
- Evacuation Plan
- □ Fire Plan
- Parking Plan

<u>City Services Requested</u>: – Please attach additional documents such as maps, flyers or any other detailed information.

Х

Event Sponsor Responsible Party

6 - 18 - 25 Date

City Manager

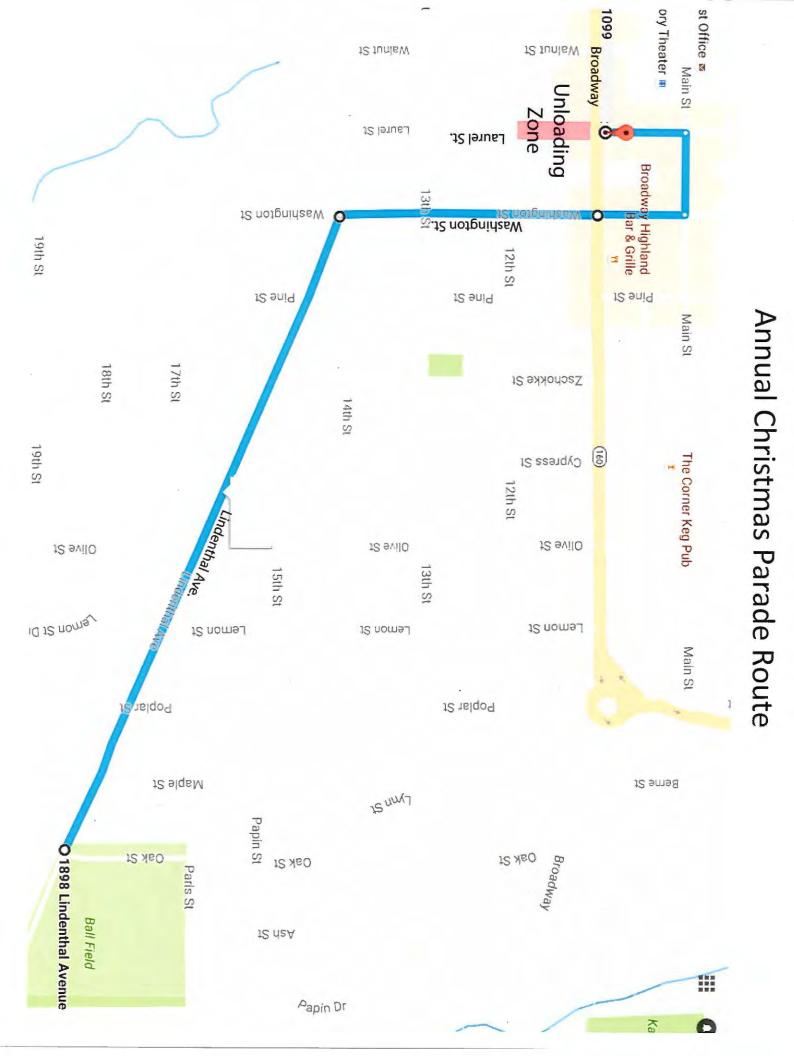
Date

Street Dept: Signage, Barricades, Street Closures

Streets along the parade route and around the square will need to be cleared and closed from 5:00pm – 10:30pm. The parade route starts at the Highland Primary campus on Lindenthal heading west to Washington, then north on Washington crossing Broadway to Main, west on Main to Laurel, and then south on Laurel to **END at Broadway**. Parade route map is attached.

Need (5) lighted A-frame signs to block roads on South side of Maple/Paris (2),

Oak/Paris(1), Park/Spruce(1), and Parkhill Rd. at South end of Sharpshooters parking lot(1). (3) additional A-frame signs to block Lindenthal at Poplar St. on the East side.



City of Highland



MEMO TO: Christopher Conrad, City Manager

- **FROM:** Joe Gillespie, Director of Public Works
- **DATE:** June 24, 2025
- SUBJECT: CIPP Sewer Rehabilitation 2025, PW-03-25 Notice of Municipal Letting

RECOMMENDATION

I recommend that you request council approval to advertise for a notice of municipal letting. The proposed bidding documents are attached.

DISCUSSION

We have identified over 7,000' of clay sanitary sewer pipe that frequently causes us problems with backups. This project will utilize the CIPP (Cured-in-Place Pipe) method of rehabilitation, where a softened PVC pipe is inserted into the original pipe and then cured, effectively creating a new PVC pipe. The process does not require digging and presents limited interruption to the customer. We expect the liner to last as long as a new traditional installation of PVC pipe, made by trenching, without the mess and destruction.

FISCAL IMPACT

This project is budgeted in the sewer collection fund and will reduce our maintenance hours and customer backups.

CONCURRENCE

Recommended by: Joe Gillespie, Director of Public Works Approved by: Christopher Conrad, City Manager

SPECIFICATIONS & PROJECT MANUAL

CIPP SEWER REHABILITATION 2025 PW-03-25

FOR

CITY OF HIGHLAND MADISON COUNTY, ILLINOIS

2025.26Design2025.26BBid2025.26GConstruction Guidance

Submittals:

ISSUED FOR BID: July 10, 2025

BIDS DUE: July 29, 2025 (10:00 a.m.)

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END TOC

DIVISION 0 - BIDDING & CONTRACT REQUIREMENTS Section 00030 - Advertisements for Bids

City of Highland, Illinois Notice of Municipal Letting CIPP Sewer Rehabilitation 2025 PW-03-25

The City of Highland, Illinois invites sealed bids for the construction of CIPP Sewer Rehabilitation 2025 – PW-03-25 to be received at City Hall, 1115 Broadway, Highland, Illinois, 62249 until 10:00 a.m. July 29, 2025. At that time, bids will be opened and publicly read.

Description of Work: CIPP sewer lining of approximately 7,462 lf of 8" sanitary sewer mains.

Location: Within City limits of Highland.

Conditional or qualified bids will not be accepted.

Give special attention to and comply with project insurance and bonding requirements.

The contract and bidding documents may be examined at the following locations:

Department of Public Works, 1113 Broadway, Highland, IL 62249 Curry & Associates Engineers, Inc., 243 E. Elm, Nashville, IL 62263 Southern Illinois Builders Assoc., 1468 Green Mount Road, O'Fallon, IL 62269 Southern Illinois Builders Assoc., 1519 E. Deyoung, Suite B, Marion, IL 62959

Copies of the contract and bidding documents for purpose of bidding may be obtained at the office of Curry & Associates Engineers, Inc. P.O. Box 246, 243 E. Elm, Nashville, IL 62263, (ph. 618-327-8841), upon payment of \$150.00 for each set. Bidders returning the documents within 10 days of the bid opening date will be refunded their deposit payment in full; bidders not returning the documents within ten days of the bid opening date shall not be entitled a refund on their deposit payment.

The project is a "public work" within the meaning of Section 2 of the Prevailing Wage Act. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

By the order of the Mayor and City Council

END 00030.

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DIVISION 0 - BIDDING & CONTRACT DOCUMENTS Section 00031 - Instructions to Bidders

1. Defined Terms

1.1. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (00900) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive base Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum stated in the Advertisement for Bids may be obtained from Engineer. The deposit will be refunded to document holders of record who return the Bidding Documents in good condition within ten (10) days after opening of Bids.

2.2. Complete sets of Bidding Documents must 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.

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

3. Qualifications of Bidders

3.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request for written evidence, such as financial data, previous experience, present commitments and other such data as may be called for. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and neither the Owner nor the Engineer assumes responsibility for the accuracy or completeness thereof.

4.3. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effects.

5.2. Addenda may also be issued to modify Bidding Documents as deemed advisable by Owner or Engineer.

6. Bid Security

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the

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Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Contract Time

7.1. The number of days within which, or the dates by which, the Work is to be substantially complete and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form.

8. Liquidated Damages

8.1. Provisions for liquidated damages are set forth in 00800. Bidders shall also take note of provisions for paying costs of excess engineering in event Work is not complete within specified time period.

9. Substitute or "Or Equal" Items

9.1. The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution shall be considered unless written request for approval has been submitted by the Bidder and has been received by Engineer at least ten days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If Engineer approves any proposed substitution, 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.

10. Subcontractors, Suppliers and Others

10.1. No Contractor shall employ any Subcontractor, Supplier, and other person or organization whom Owner has reasonable objection.

11. Bid Form

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained

from Engineer.

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or vicepresident (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. All names must be typed or printed below the signature.

11.5. The Bid must contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form by Bidder).

11.6. The address and phone number for communications regarding the Bid must be shown.

12. Submission of Bids

12.1. Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Owner will <u>not</u> accept bids submitted by telefax or other forms of telecommunications.

13. Modifications and Withdrawal of Bids

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to opening of Bids.

13.2. 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, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids

14.1. Bids will be opened and (unless obviously non-responsive) real 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.

15. Bids to Remain Subject to Acceptance

15.1. All bids will remain subject to acceptance for sixty calendar days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of Contract

16.1. Owner reserves the right to reject any and all Bids, and to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder in unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of 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.

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

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Bidding Documents. Owner may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest, qualified, responsible, responsive base Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty calendar days after the day of the Bid opening.

17. Contract Security

17.1 Paragraph 6.01 of the General Conditions sets forth the Owner's requirements as to performance and payment bonds. When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. Signing of Agreement

18.1. When Owner gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with required Bonds and certificates of insurance described in 00800. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. City of Highland Bidding Requirements

Bids must be made on the forms furnished, and <u>NO ALTERATION, ADDITION, OR</u> <u>VARIATION</u>, to the bid form will be permitted.

Authorized signature must be included.

Bids shall be submitted in an opaque, sealed envelope containing the bidder's name and address, and labeled "Sealed Bid, CIPP Sewer Rehabilitation 2025, PW-03-25." Facsimile or emailed bids are not acceptable.

Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

- a. Contract Cover
- b. Bid Form
- c. Signatures
- d. Proposal Bid Security

The following four forms attached to this bid shall be signed and executed prior to the execution of the Contract. These forms do not need to be signed during the bid submittal.

- e. Hold Harmless
- f. Certificate of Non-Delinquency of Tax
- g. Certificate of Compliance
- h. Certificate of Compliance Substance Abuse

END 00031

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Attachment to Instruction to Bidders

If the Contract is awarded, it will be awarded by the Local Public Agency (Owner) to the low, responsive, responsible Bidder on the basis of the lowest Base Bid. Consideration of alternate major items of equipment bids, if any are selected, will be made after a base bidder has been selected.

All Bids must be regular in every respect, and no interlineations, excisions, or special conditions shall be made or included in or attached to the Bid form by the Bidder. If a Bidder does not comply with this provision, the Bid shall be rejected as being non-responsive.

Neither the Owner nor the Engineer shall be obligated to send written communications to Bidders, subcontractors, or suppliers by means other than regular mail. If the Owner or Engineer choose to submit communications by other means, such as telecommunications, it will be done at their option and sole discretion.

The Engineer will not issue partial sections of the bidding documents to any contractor, subcontractor, or supplier. Persons requesting such information shall follow the procedure outlined in the Advertisement for Bids.

Addenda or other communications to bidders shall be issued no later than three (3) business days prior to the bid date, after which time the Engineer will issue no further information to bidders.

End Attachment

Page 1

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the	day of	, 2025 by and between
City of Highland (hereinafter called the OW	NER) and	(hereinafter called the
CONTRACTOR).		

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

Article 1. WORK.

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

CIPP Sewer Rehabilitation 2025 PW-03-25

Article 2. ENGINEER.

The Project has been designed by Curry & Associates Engineers, Inc. who is hereinafter called ENGINEER and who is 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within <u>180</u> calendar days from the date when the Contract Time commences to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER <u>One Hundred and 00/100 - - - - - - - - dollars (\$ 100.00</u>) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the

Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER <u>One Hundred and 00/100 - -</u> <u>- - - - - - - (\$ 100.00</u>) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

CONTRACTOR'S Bid attached as an Exhibit

Article 5. PAYMENT PROCEDURES.

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 and provided under Articles F and P of the Supplementary General Conditions, 00800 of Specifications.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the <u>1st</u> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraphs 2.03 and 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. CONTRACTOR shall furnish lien waivers with each request for payment after the first payment request.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with article 15 of the General Conditions and in accordance with articles F and P of the Supplementary General Conditions, 00800 of the specifications.

<u>90</u>% of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEERS, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be

in an amount equal to 100% of the Work completed.

<u>90</u>% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in article 15 of the General Conditions and articles F and P of the Supplementary General Conditions, 00800 of specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to <u>95</u>% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with article 15 of the General Conditions and articles F and P of the Supplementary General Conditions, 00800 of specifications.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with article 14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said article 15 and said articles F and P of the Supplementary General Conditions, 00800 of specifications.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

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

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the specifications and/or as shown on the drawings, as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the specifications of the extent of the technical data contained in such reports and drawings.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost,

progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (pages 00032-1 to 00032-6).
- 8.2. Exhibits to this Agreement (pages _____ to ____).
- 8.3. Performance and other Bonds.
- 8.4. Specifications bearing the title:

CIPP Sewer Rehabilitation 2025 PW-03-25

and consisting of _____ divisions and ____ pages, as listed in table of contents thereof.

8.6. Addenda numbers ______ to _____, inclusive.

Article 9. MISCELLANEOUS.

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

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

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

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

This Agreement will be effective on		, 2025
OWNER:	City of Highland	
	1115 Broadway Street	
	Highland, IL 62249-0218	
BY:		
ATTEST:		

(SEAL)

CONTRACTOR:

BY:

ATTEST:

(SEAL)

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS Section 00050 - Standard Documents for Construction

1. GENERAL

1.01. DESCRIPTION

- A. Related requirements specified elsewhere in other documents which are made a part of this Contract where specifically referred to herein:
 - Standard Specifications for Road & Bridge Construction, April 1, 2016 and addenda, Illinois Dept. of Transportation, as amended, hereinafter referred to as "Standard R&B Specifications". (Pay items and Section 100 do not apply unless noted otherwise.) Available from:

Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, IL 62764

 Standard Specifications for Water & Sewer Main Construction in Illinois, June, 2014, hereinafter referred to as "Standard W&S Specifications." (Pay items, Division I, and "Division VI do not apply unless noted otherwise.) Available from:

The Associated General Contractors of Illinois 3219 Executive Park Drive P.O. Box 2579 Springfield, IL 62708

Illinois Municipal League 1220 South Second Street Springfield, IL 62703

Illinois Society of Professional Engineers 612 South Second Street Springfield, IL 62704

- ASTM Standards American Society for Testing Materials 1916 Race Street Philadelphia, PA 19103
- IEPA Illinois Environmental Protection Agency P.O. Box 19276

1021 North Grand Avenue East Springfield, Illinois 62794-9276

- 5. ACI American Concrete Institute 22400 West Sevenmile Detroit, Michigan
- AISC American Institute for Steel Construction 101 Park Avenue New York, NY 10017
- CRSI Concrete Reinforcing Steel Institute 228 North LaSalle Chicago, IL 60601
- B. Related requirements specified elsewhere, herein:
 - 1. 00800 Supplementary General Conditions.
 - 2. 01010 Project Summary.
 - 3. Respective Specifications Section.

1.02. BIDDER/CONTRACTOR RESPONSIBILITY

- A. Bidder/Contractor shall be responsible for obtaining and complying with requirements specified elsewhere as referenced herein.
- B. Bidder/Contractor shall be responsible for assuring compliance with editions of referenced specifications current and in effect at time/date of advertisement for bids for this work.

END 00050.

BID FOR UNIT PRICE CONTRACT

Proposal of ______ (hereinafter called "Bidder") organized and existing under the laws of the State of Illinois, or an individual doing business as. To the City of Highland (hereinafter called "Owner").

Greetings:

The Bidder, in compliance with your invitation for bids for the construction of CIPP Sewer Rehabilitation 2025 - PW-03-25 having examined the plans and specifications with related documents and the site of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal in part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete within 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and/or shown on the plans, for the following unit prices:

CIPP Sewer Rehabilitation 2025 - PW-03-25 QUANTITY ITEM UNIT UNIT PRICE AMOUNT Clean and Water Jet 8" Sanitary Sewer Prior to Lining 7,462 LF 2 8" Sanitary Sewer Cured-in-Place Pipe Lining 7,462 LF ³ Cut Out for Existing Sewer Service Laterals 117 ΕA Provide Pre and Post Video of Sewer Mains with Stationing and Deliver to Owner in Electronic Format. 7.462 LF 5 Lamp Hole Replacement with New Manholes 2 EA

Total =

Amount Written Out

UNIT PRICES GOVERN

___Dollars

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond as required by the Contract Documents. The bid security attached in the sum of is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The **BIDDER** shall provide the following insurance Information:

Insurance Agent's Name:	 	
Insurance Agency Name:	 	
Address:	 	

The Engineer shall forward a copy of the Contractor's bonding and insurance requirements for this project to the agent in order to expedite the Contractor's compliance with said requirements. Second and subsequent certificate reviews shall be subject to penalty as stated in Article C.11. of Section 00800 of the specifications.

CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID ROTATING CONVICTIONS WHEREAS, a conviction for the

offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (III. Rev. Stat. 1987, Ch. 38, par. 33E-3, 33E-4), and WHEREAS, Section 33E-11 of the Criminal Code (III.Rev. Stat. 1987, Ch. 38, par. 33E-11) requires bidders and contractors awarded bids to certify on a form provided by the unit of local government or school district that they are no barred from public contracting due to bid-rigging or bid rotating convictions. NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned is not barred from bidding on or entering into public contracts pursuant to bids due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of the certification will be reported to the above named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract terms or otherwise prior to entering into any contract therewith.

Respectully submitted:

к	
~	

(Title)

(Seal if bid is _____ a corporation)

(Business Address & Zip Code)

(Phone)

(FEIN)

<u>DIVISION 0 - BIDDING & CONTRACT DOCUMENTS</u> Section 00800 - Supplementary General Conditions

ARTICLE A. SHOP DRAWINGS:

In addition to requirements of the General Conditions, shop drawings shall conform to this Article, and this Article shall govern.

The Contractor shall be responsible for prompt submittal of shop drawings. Within a period of ten (10) days after Contract award, the Contractor shall submit a schedule indicating the dates that each shop drawing set will be submitted for review and time intervals in weeks required for delivery of each item of equipment, materials, etc. after the manufacturer receives shop drawings which the Engineer has not taken exception to.

Delays in submittal or resubmittal of shop drawings or regarding delivery of equipment, materials, etc. which cannot be justified to the satisfaction of the Engineer shall be considered grounds for rejection of that manufacturer's product system thus requiring the Contractor to resubmit shop drawings for that product system from another acceptable manufacturer. If such delays contribute to delay of contract completion beyond the specified number of calendar days, liquidated damages as defined in the Agreement shall be assessed.

A minimum of eight (8) sets of shop drawings size eight and one-half inches by eleven inches (8 $1/2" \ge 11"$) and smaller shall be submitted to the Engineer by the Contractor. The Engineer, after reviewing, will retain four (4) sets and return four (4) sets to the Contractor.

On a limited basis where timing is critical and only after Engineer pre-approval, shop drawings may be submitted via email in PDF format. Hard Copies must follow submittals.

The cost of shop drawing preparation and submittal to the Engineer shall be included with the bid price for the item covered on the shop drawings and no additional compensation will be allowed.

All shop drawings must be complete in every detail, properly identified with the name of the project; location within the project; supplier's name, address and telephone number, dated, and each submittal shall be accompanied by a letter of transmittal referring to the name of the project and to the plan and/or specification page number for identification of each item.

Any shop drawings submitted without the Contractor's stamp of approval, and shop drawings which, in the Engineer's opinion are incomplete, contain numerous errors, have not been checked by the Contractor, will be returned to the Contractor requesting the Contractor to return submittal only after same has been placed in good order.

The Contractor is advised that in the event of a third submittal of shop drawings for a particular item becomes necessary, due to previous submittals of incomplete or incorrect shop drawings which are not in accordance with the intent of the Plans and Specifications, the Contractor will be

charged one-half of the cost incurred by the Engineer for review of the third submittal. The total cost incurred by the Engineer for subsequent additional reviews shall be borne by the Contractor.

Shop drawing resubmittals shall be made as rapidly as practicable and shall not exceed twenty (20) days after the date upon which the submittal drawings were returned to the Contractor for resubmittal. Submit shop drawings for:

• CIPP Material and Methods

Any equipment or materials requested by Engineer

ARTICLE B. PLANS AND SPECIFICATIONS ON THE WORK:

The Contractor shall keep one copy of the Plans, Specifications and/or Project Manual, Addenda, Manufacturer's Instructions, Change Orders, and approved Shop Drawings on the Work Site, in good order, available to the Engineer and to its representatives. These documents shall be annotated by the Contractor to show all changes made during the construction process.

ARTICLE C. INSURANCE:

In addition to requirements of the General Conditions, Contractors and Subcontractors shall purchase and maintain insurance in compliance with the following insurance requirements prior to commencement of any Work:

1. Builders Risk/Installation Floater "All Risk" Insurance Coverage (including without limitation, coverage for earthquake, flood, fire, water damage, collapse, malicious mischief, vandalism, sprinkler - water line - sewer line and other piping leakage, and all those perils included from time to time in the so-called "broad form extended coverage endorsement") shall be purchased and maintained by Contractor. Such insurance shall provide coverage for the full replacement value of loss or damage to the work and improvements which is the subject of the Construction Contract. Such insurance may have a deductible clause, not to exceed \$5,000., except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the project is located. Contractor shall be solely responsible for all deductible amounts of the losses or damages.

2. Compensation Insurance - Worker's Compensation Insurance for all of its employees employed at the site of the Project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations together with the minimum Employer's Liability Limit of \$500,000. In case any work is sublet, the Contractor shall require the Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees of Contractor or any Subcontractor engaged in Work under this Contract at the site of the Project is not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide all such employees with Employer's Liability Insurance for the protection of said employees.

3. (a) Commercial (Formerly known as Comprehensive) General Liability Insurance a Premises and Operations coverage insuring against claims and damages because of bodily injury and property damage in or about the Project site and/or related, directly or indirectly, to the Work, with a general aggregate limit of \$2,000,000. and Each Occurrence limit of \$1,000,000.

(b) Insurance Covering Special Hazards - The following special hazards shall be covered by the Contractor, whose work involves these hazards, by rider or endorsement to the Commercial General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove:

(i) Blasting, Explosion, and Collapse and Underground Hazard.

(ii) Damage to Underground Utilities.

(iii) Trucking and Motor Vehicle Operations.

- (iv) Owner's Protective Liability Insurance. (Independent Contractor coverage.)
- (v) Products-Completed Operations Hazard.

(vi) Any other hazards involved in the Work to be performed under the Contract, which, in the opinion of the Owner and/or Engineer at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

(c) Coverage shall remain in effect for at least (2) two years after completion of work.

4. Comprehensive Auto Liability - Contractor shall purchase and maintain such coverage for all owned, non-owned and hired vehicles under control of the Contractor or its Subcontractors with the minimum limits of liability to be \$1,000,000. each person and \$1,000,000. each occurrence for Bodily Injury and \$1,000,000. each occurrence for Property Damage, commonly referred to as combined single limit of \$1,000,000.

5. Subcontractor's Insurance - The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Commercial General Liability. Subcontractors shall also be required to take out and maintain Auto Insurance in like amounts to that required of the Contractor on all vehicles operated by each Subcontractor on the site of the Work.

6. Waiver of Subrogation and Release - With respect to all insurance as required to be maintained by Contractor and/or Subcontractor as set forth hereinabove, Contractor hereby releases and waives, and shall cause all Subcontractors to release and waive, on behalf of themselves and their respective insurers, any and all rights of recovery against the Owner and Engineer, and their respective officials, directors, officers, employees, agents and representatives, for loss of or damage to Contractor or any Subcontractor or any third party to the extent that such loss or damage is insured against under any applicable insurance policy.

7. Owner's and Contractor's Protective (OCP) Liability Insurance - The Contractor shall purchase and maintain this coverage to cover claim demands, suits or judgements which the Owner or Engineer becomes obligated to pay as damages due to Bodily Injury or Property Damage caused by or arising out of operations performed under this contract by the Contractor. This insurance shall name the Owner and Engineer as named insureds. The Limit of Liability shall be at least \$1,000,000. each occurrence. The Policy shall be issued by an insurance company which is authorized to do insurance business in the State of Illinois, which has a Best's rating of B+ or better, and which is acceptable to the Owner. Original shall be filed with the Owner prior to commencement of any work under this contract.

8. Insured Parties - All of the insurance policies required to be purchased and maintained by Contractor and any Subcontractors set forth hereinabove (except Worker's Compensation insurance) shall name Owner and Engineer as additional insureds.

9. Certificate of Insurance - Prior to commencement of any Work, the Contractor shall cause to be delivered to Owner and Engineer, for their review and approval, certificates of insurance from the insurers, evidencing that all of the above-described insurance has been obtained by Contractor and all Subcontractors. All of such certificates of insurance shall (i) specify that the respective insurance policies shall not be canceled, modified or amended without and until thirty (30) days advance written notice is issued to Owner and Engineer, (ii) contain a specific acknowledgment of this Agreement and in the case of the certificate for the commercial general liability insurance, a specific acknowledgement of the contractual liability indemnification obligations of the insurers herein, (iii) evidence that the Owner and Engineer are additional insureds on the respective policies, and (iv) evidence the coverage amounts, deductibles and limits of each policy.

10. Indemnity Agreement - To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend Owner and Engineer, and their respective agents and employees, from and against any and all claims, damages (including direct, liquidated, consequential, incidental and other damages), losses and liabilities, including reasonable attorneys' fees, costs and expenses, of whatsoever kind or nature arising out of or resulting from the performance under or in connection with this contract, whether arising before or after completion of the work, provided that such claim, damage, loss or liability is attributable to bodily injury or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and provided further that the scope of this indemnity shall be limited to the extent the claim, damage, loss or liability was caused by any negligent act or omission of the Contractor, any Subcontractor of the Contractor, or anyone directly or indirectly employed by anyone for whose acts they or either of them may be liable. Owner's and Engineer's rights under this indemnification provision shall not be reduced by any sum or sums paid or payable by Contractor or others under the workers' compensation law. Nothing herein shall be construed in a manner inconsistent with the Illinois Anti-Indemnity Act.

11. The cost of purchasing and maintaining all insurance specified herein shall be included in the bid price submitted by the Contractor for this Project. The Contractor shall submit certificates of 00800-4

insurance to the Engineer for review. Incomplete and/or incorrect certificates shall be sent back to the Contractor and the Contractor shall resubmit corrected certificates. For the second and subsequent certificate reviews, the Contractor shall be charged \$100.00 for each certificate reviewed. Said charge shall be deducted from the Contract price for the purpose of reimbursing the Engineer for additional reviews.

12. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents, and the Contractor's non-compliance with the specified insurance requirements shall be just cause for the Owner to retain and collect the full amount of the Contractor's bid security, in addition to all other available relief. Neither the failure of the Owner or Engineer to secure the certificates of insurance or the original of the OCP policy, nor the failure to detect or to notify Contractor of any non-compliance with the insurance requirements herein, shall be treated as a waiver of any of the rights of Owner or Engineer.

13. All liability insurance which Contractor and the Subcontractors are required herein to purchase and maintain shall be on an occurrence basis and not a claims made basis. All such insurance shall be considered to be primary coverage.

14. To the extent of any conflict between the terms, provisions and conditions of these Supplemental Conditions, including but not limited to this Article C, and the terms, provisions and conditions of the General Conditions, the terms, provisions and conditions of these Supplemental Conditions shall prevail and be controlling.

ARTICLE D. GUARANTEES:

All work to be performed under this Contract shall be constructed in compliance with the Plans, Contract Documents, and standard construction codes, and must be guaranteed by the Contractor and the Surety for a period of one (1) year from date of final acceptance by Owner against defective workmanship and material of any nature. On all items of equipment to be incorporated in the completed project, the Contractor and its surety must guarantee that the type, quality, design and performance, will fully meet the requirements of the Specifications.

In placing order for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the Plans and Specifications, and that the manufacturer will repair, or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance by the Owner.

Furthermore, the Contractor shall require that the manufacturer agree in writing, at the time the order for equipment is placed, that it will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that, whenever necessary, during the installation period or tuning-up period following construction period, the manufacturer will cooperate as may be necessary for initial successful operation, and will supply, without additional cost to the Owner, such superintendence and mechanical labor as may be necessary to make any adjustments, and supply additional parts and labor needed to make the equipment function satisfactorily, even if

same was not shown on the final shop drawings reviewed by the Engineer. Two (2) copies of each guarantee and agreement shall be furnished to the Owner by the Contractor.

ARTICLE E. ANALYSIS OF BID PRICES:

Within twenty days following the execution of the Contract Documents, the Contractor shall prepare and transmit to the Owner an original and three copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment or supplies to be incorporated into the projects. This breakdown, when approved, will be used primarily in determining payment due the Contractor on periodical estimates.

ARTICLE F. PAYMENTS WITHHELD:

At least twenty (20) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. No lien waivers will be required with the first payment request. For the second and subsequent payment requests, the CONTRACTOR shall submit lien waivers covering the prior payment request for all work, including but no limited to suppliers and subcontractors. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and the equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been At 50% completion, further partial payments shall be made in full to the completed. CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amount previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgement of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still be completed.

The Owner may withhold from payment to the Contractor, in addition to the retained percentage, such an amount or amounts as may be necessary to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the Work.
- (b) For defective Work not remedied.
- (c) For failure of the Contractor to make proper payments to its Subcontractor.
- (d) Reasonable doubt that this Contract can be completed for the balance then unpaid.
- (e) Evidence of damage to another Contractor.
- (f) For untested work or work not meeting specified test requirements.
- (g) In accord with provisions of Articles C-11 and P of this Section.

ARTICLE G. SUBCONTRACTS:

The Contractor shall notify the Owner in writing of the names of the subcontractor proposed on the Contract, and shall not employ any subcontractor until the Owner's approval in writing has been obtained.

The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Conditions of the Contract, the Plans and Contract Documents, as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

All subcontractors shall fully cooperate with the Contractor, Owner, and Engineer. The Contractor shall schedule and coordinate the work of all subcontractors.

ARTICLE H. SPECIFICATION DIVISION:

The separation in the Specifications of any of the Contract Division of the work into Sections is merely for the convenience of reference. Although such separation may facilitate the awarding of subcontracts by the Contractor, such separations are not intended and shall not be deemed to make the Engineer an arbitrator to establish subcontract limits between the Contractor and its subcontractor.

Each subcontractor shall carefully examine the Plans and Specifications to determine in what way its Work will be affected by the Work of other trades and exactly what work it will be required to perform in connection with the Work of other subcontractors.

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ARTICLE I. JOB OFFICE AND STORAGE SHEDS:

No job office required for this project.

Contractor shall provide its own storage shed as required for its work.

ARTICLE J. SUBSTITUTIONS OF MATERIALS OR PROCESSES:

Whenever in the Specifications or on the Plans any material, equipment, device or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device or process has been used to establish a type and quality of material, equipment, or article.

<u>All bidders will submit their bid based on the use of the equipment indicated in the Specifications</u> or on the Plans. If more than one manufacturer is listed in the Specifications or on the Plans for a piece of equipment, any one of those listed will be acceptable for the bid subject to evaluation by the Engineer.

Equipment or material manufacturers or supplier intending to quote to Contractors on substitute or alternate items must submit two (2) sets of drawings together with specifications, a detailed list of equipment to be furnished and a list of similar installations utilizing the proposed equipment or material which substantiates satisfactory performance. This material must be received by the Engineer at least ten (10) days prior to the Bid Opening Date.

Failure to submit adequate prebid material as described above shall be considered grounds for rejecting that substitute or alternate item and requiring the Bidder to provide the equipment or material specified within the bid and contract price.

No equipment or material of an experimental or not proven nature will be approved for use on this project.

If the alternate equipment manufacturer cannot guarantee the operation of any equipment without revisions to the Plans it shall furnish such revisions as required for review by the Engineer. Such revisions will be built by the Contractor within the contract price and no additional compensation will be allowed the Contractor for any work or design necessitated by changes so required.

Refer to specification section on substitutions.

ARTICLE K. (Deleted):

ARTICLE L. SAFETY AND HEALTH REGULATIONS:

"Safety and Health Regulations for Construction", and subsequent amendment thereto, as established by the Department of Labor shall govern the work to be performed under this Contract.

The "Regulations" are comprised of Chapter XVII of Title 29. Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).

Provide and maintain for project work and Engineer inspection access all scaffolding, hoists and/or temporary structures required for construction of project. Comply with Illinois Structural Work Act (Chapter 48, Illinois Revised Statutes, Sections 60-69, 1961). Take all necessary precautions for safety of employees and public and to prevent accidents. Erect and maintain all necessary safeguards for protection of persons at site, adjacent structures, and project components. Post and maintain danger signs warning of hazards.

Contractor shall be responsible for running safe job and for all safety procedures. Supervision and control of all work procedures and safety procedures shall be under the direct responsibility of the Contractor, including such procedures for the Contractor's employees and subcontractors and their employees. Neither the Owner nor Engineer, nor their agents, servants, and employees, shall be construed as having authority or responsibility to direct the working and safety procedures of the Contractor, including those procedures of the Contractor's employees and subcontractors and their employees.

ARTICLE M. MINIMUM WAGE RATES & PAYROLL RECORDS, USE OF ILLINOIS LABOR FOR PUBLIC WORKS PROJECTS:

The project shall be subject to the State of Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and hiring preference shall be given to Illinois citizens. Not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under the contract, and <u>all payment and performance bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract</u>. The Illinois Dept. of Labor prevailing wage rates for the county in which work items are to be performed shall apply. The work is located in Madison County.

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 Owner shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

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.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically if acceptable to the Owner, a certified payroll to the Owner of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the Owner of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

In accord with the Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01), the Contractor shall provide documentation to the Owner certifying that at least fifty percent (50%) of the total labor hours performed to complete the project were performed by actual residents of the State of Illinois. In periods of excessive unemployment, the contractor shall also provide to the Owner documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project.

The contractor shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security and retirement and health benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services under this contract.

ARTICLE N. (Deleted):

ARTICLE O. TEMPORARY TOILETS:

The Contractor shall provide temporary toilet services under this Contract at the project site. The toilets shall be an approved combination toilet with urinal for construction. The toilets shall be located to be secluded from public observation, shall be weatherproof, sightproof, and sturdy. The toilets shall be ventilated to meet applicable Federal and State requirements. The Contractor shall provide toilet tissue with suitable dispenser, and shall maintain the temporary toilets in a sanitary condition on a daily basis. Remove the toilet at completion of work. Cost of temporary toilet considered incidental to the Contract, and no additional compensation will be allowed. Maintain until completion.

ARTICLE P. COMPLETION OF EXCESS COST OF FIELD ENGINEERING AND OBSERVATION:

The attention of the Contractor is directed to the following provisions covering payment of field engineering and construction observation costs on this project. The bid form and agreement form on this project includes a stated number of calendar days to be allowed from the date of the contract to the date of final completion and acceptance of all work covered in the contract.

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Construction observers will be supplied for not more than one ten (10) hour shift on weekdays (excluding weekends and national holidays) during this period by the Engineer at no cost to the Contractor.

However, for each weekday that the work remains uncompleted and unaccepted beyond the number of calendar days allowed in the contract or contract as amended, <u>and</u> for any work in any week in excess of five ten (10) hour days, the cost of construction observers regularly assigned on this contract will be deducted from final amounts due to the Contractor. Charges for construction observers will be at the basis of \$80.00 per hour, including one way travel time from the office of the Engineer to the jobsite. For time in excess of ten (10) hours at the jobsite during any operations of the Contractor on any single day, charges for construction observers will be at the basis of \$90.00 per hour.

However, for each week day that the work remains uncompleted and unaccepted beyond the number of days allowed in the contract or contract as amended, and for any work in any week in excess of five 8-hour days the cost of resident engineers or observers regularly assigned on this contract will be deducted from final amounts due the Contractor.

ARTICLE Q. CONSTRUCTION OBSERVER:

The OWNER will engage representative of the ENGINEER to observe construction. The observer/representative does not have the authority of the ENGINEER, AND SHALL NOT HAVE AUTHORITY TO APPROVE OR MAKE CHANGES IN THE PLANS AND SPECIFICATIONS. Any changes in the work shall be only in accordance with duly executed change orders approved by the OWNER, CONTRACTOR, and ENGINEER.

ARTICLE R. (DELETED)

ARTICLE S. CONSTRUCTION FACILITIES:

The Contractor shall provide all necessary equipment required for construction and testing.

The Contractor shall be responsible for and shall provide its own scaffolding and access methods, and shall be responsible for its own safety and that of its own personnel, and shall be responsible for determining and complying with all OSHA rules and other applicable regulations. The Contractor shall hold harmless the Owner and the Engineer in connection with injury to persons or damage to property due to failure of scaffolding, ladders, runways, or access facilities and methods furnished and used by the Contractor and its personnel at the site.

Neither the Owner nor the Engineer are responsible for safety conditions to be maintained by the Contractor, and the presence of the Owner or Engineer at the jobsite does not imply their cognizance or acceptance of safety practices and procedures of the Contractor.

The Owner will not provide a phone for the Contractor.

If a jobsite trailer is needed by the Contractor for the project, it may be set up within the fenced area around the site as long as its location will not interfere with the project construction or with the operators access to the site. Coordinate location with Owner. No "hard-line" internet service is available at the site. The Contractor must make provisions, as needed for temporary internet or phone service.

ARTICLE T. CLEANUP:

Cleanup shall progress simultaneously with the work, and the jobsite shall be maintained in neat and orderly fashion. The Contractor shall be responsible for removing and properly disposing of any packaging materials and bracing, unused material, debris, and other items not incorporated into the work under the contract on a daily basis. The premises shall be neat and clean at the end of each work day. Cost of cleanup shall be considered incidental to the Contract, and no additional compensation will be allowed.

ARTICLE U. LIQUIDATED DAMAGES:

All of the work included in this contract shall be governed by completion of the work within the number of calendar days shown on the Bid Form.

It is understood and agreed that time is of the essence in completion of all work under this contract.

If the Contractor should fail to complete all of the work included with the contract within the stipulated calendar day contract period, the Contractor shall pay to the Owner the sum of \$100.00 per day as liquidated and ascertained damages for each calendar day that the work remains unfinished. Such damages may be deducted by the Owner from any monies due to the Contractor.

ARTICLE V. STEEL PRODUCTS:

Steel products to be used or supplied in the performance of this contract or any subcontracts thereto shall be manufactured or produced in the United States, in accord with the State of Illinois Steel Products Procurement Act (P.A. 83-1030). This requirement shall apply to all steel products.

Contractor shall notify Engineer promptly of any problems purchasing American Made Products.

ARTICLE W. VARIATIONS IN ESTIMATED QUANTITIES:

For items to be constructed on unit price basis, the quantities may be adjusted either upward or downward. The unit prices as bid may be adjusted either upward or downward if the actual quantities differ by more than twenty percent from the estimated quantities shown on the bid form. For quantity changes less than twenty percent of the amount shown on the bid form, the unit prices as bid shall apply.

Any adjustment to unit prices shall be at mutual approval of Owner and Contractor, via execution of a change order subject to approval of both parties and applicable funding agencies.

This article shall apply only to quantity adjustments which may be made after contract award and issuance of the Notice to Proceed.

ARTICLE X. BID GUARANTY

The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a standard AIA Bid bond form. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of the U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of (<u>Owner</u>). Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

END 00800.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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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; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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

- 11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
- 13. Contract Dacuments—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. Hazardaus Environmental Conditian—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 Regulatians—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 Aword—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 wellknown 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
 - 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:
 - 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; Natice 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;
 - 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.

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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 af 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.
 - If a damage or injury claim is made by the owner or occupant of any such land or area 2. because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.
- 5.03 Subsurface and Physical Conditions
 - A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
 - B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the 5ite 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 *c*hange 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:
 - 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,

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- 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:
 - 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 Hazardaus Environmental Conditions at Site

- A. *Reparts and Drawings:* The Supplementary Conditions identify:
 - 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - 2. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose Ε. removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor 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.
 - 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.

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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:
 - 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 Determinatian: 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 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, Somples, 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:
 - 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.

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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 Coordinotion

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

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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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.

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- 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 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 Unautharized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

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

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

- 1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal.
- 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. Payroll costs 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 *o*r 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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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.

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- 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.

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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 Acceptonce 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 payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 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 setoffs 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;
 - I. 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.
- If Engineer considers the Work substantially complete, Engineer will deliver to Owner a С. 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:
 - 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:
 - If, on the basis of Engineer's observation of the Work during construction and final 1. 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 *o*r 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):
 - 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
 - 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 fails 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.

00900-72



City of Highland

To: All Vendors and Contractors

From: City of Highland

RE: Certificate of Non-Delinquency of Tax

As a result of a recent amendment to the Illinois Municipal Code (Adding Section 11-42.1-1), the City of Highland is prohibited from entering into a contract with any individual or anyone else that is delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with procedure established by the particular taxing act.

Further, before awarding a contract, the City of Highland is required to obtain a statement under oath from the party with whom it's contracting that no such taxes are delinquent. If a false statement is made, it voids the contract and allows the City to recover all amounts paid to the individual in a civil action.

CERTIFICATE OF NON-DELINQUENCY OF TAX

As required by Section 11-42.1-1 of the Illinois Municipal Code

The undersigned hereby and herewith certifies under oath that he/she/it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, is currently contesting the liability or the amount of such tax in accordance with the procedures established by the appropriate Taxing Act.

A person is not considered delinquent in the payment of a tax for the purposes of this certification if such person has entered into an Agreement with the Illinois Department of Revenue for the payment of all taxes claimed delinquent, and is in compliance with that Agreement. If such is the case with the undersigned, the undersigned certifies that he/she/it has made such an Agreement and is in compliance therewith.

Date	Company Name	
Federal I.D. Number	Address	
	City / Sate / Posta	ll Code
	Signature / Title	
Signed and sworn to before me this	day of	, 20

Notary Public

CERTIFICATE THAT CONTRACTOR IS NOT BARRED FROM CONTRACTING WITH UNIT OF LOCAL GOVERNMENT BECAUSE OF CONVICTION OF AN OFFENSE RELATED TO BIDDING

The undersigned Bidder / Proposer on a Contract submitted for bids / proposals by the City of Highland, Illinois known as:_______, hereby certifies that he/she/it is not barred from bidding on the Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38 of the Illinois Revised Statutes.

Dated:_____,20____

Company Name

Address

City / State / Zip Code

Signature

Print Name

Title



City of Highland

- To: All Vendors
- From: City of Highland
- RE: Certificate of Compliance with the Substance Abuse Prevention on Public Works Projects Act

"The Substance Abuse Prevention on Public Works Projects Act" (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*) became effective in the State of Illinois on January 1, 2008.

Due to the above-stated law, all bids from contractors and subcontractors for work on a public works project of the City of Highland shall be accompanied by a Certification of Compliance indicating, *first*, whether the bidder has signed collective bargaining agreements that are in effect for all of its employees and that deal with the subject matter of the above-stated Act; and, if not, *second*, that the bidder's written substance abuse program is attached to the Certification of Compliance and that the bidder's written substance abuse program meets or exceeds the requirements of "The Substance Abuse Prevention on Public Works Projects Act" (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*).

Certification of Compliance

Substance Abuse Prevention Program Certification

CITY OF HIGHLAND

Letting Date:	Item No.:	
Contract No.:		_
Route:		
Section:		
Job No		_
County:		

The Substance Abuse Prevention on Public Works Projects Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor	
Name of Authorized Representative (type or print)	
Title of Authorized Representative (type or print)	
Signature of Authorized Representative	Date

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

HOLD HARMLESS AND INDEMNITY AGREEMENT CITY OF HIGHLAND, ILLINOIS

The Contractor_____, by affixing his signature hereto agrees to the following conditions:

- 1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.
- 2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of Contractor's or any Subcontractor's employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the Contractor or any Subcontractor for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said Contractor or Subcontractor and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf of its agents and employees, whether or not by or through insurance provided by the City.
- 3. In the event the City's machinery or equipment is used by the Contractor, or Subcontractor, in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the Contractor during the period of such use by the Contractor or any Subcontractor, and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

Signature

Date

Print Name

Title

CIPP Sewer Rehabilitation 2025, PW-03-25 is a "Public Works Construction" Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

Trade Title		Туре		Base	Foreman	Overtime										
	Rg		с			M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	NW	ALL		35.79	36.79	1.5	1.5	2.0	2.0	8.25	20.39	0.00	0.80	0.00	14.32	28.64
ASBESTOS ABT-GEN	SE	ALL		35.88	36.88	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71
ASBESTOS ABT-MEC	All	BLD		37.10	38.10	1.5	1.5	2.0	2.0	10.45	7.00	0.00	0.50	0.00	0.00	0.00
BOILERMAKER	All	BLD		45.50	49.00	1.5	1.5	2.0	2.0	7.07	27.83	0.00	1.19	0.00	0.00	0.00
BRICK MASON	All	BLD		38.24	40.53	1.5	1.5	2.0	2.0	9.60	16.00	0.00	1.03		0.00	0.00
CARPENTER	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
CEMENT MASON	All	ALL		39.00	40.00	1.5	1.5	2.0	2.0	11.50	18.50	0.00	0.60	0.00	15.30	30.60
CERAMIC TILE FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.69	1.00	0.86		0.00	0.00
ELECTRIC PWR EQMT OP	NW	ALL		54.77	54.77	1.5	1.5	2.0	2.0	7.50	15.33	0.00	0.55	3.75	7.67	15.33
ELECTRIC PWR EQMT OP	SE	ALL		56.38	67.97	1.5	1.5	2.0	2.0	8.88	15.79	0.00	0.56	0.00	12.62	25.23
ELECTRIC PWR GRNDMAN	NW	ALL		36.07	36.07	1.5	1.5	2.0	2.0	7.50	10.10	0.00	0.36	3.75	5.05	10.10
ELECTRIC PWR GRNDMAN	SE	ALL		42.10	67.97	1.5	1.5	2.0	2.0	6.63	11.79	0.00	0.42	0.00	9.43	18.84
ELECTRIC PWR LINEMAN	NW	ALL		63.98	67.59	1.5	1.5	2.0	2.0	7.50	17.92	0.00	0.64	3.75	8.96	17.92
ELECTRIC PWR LINEMAN	SE	ALL		64.83	67.97	1.5	1.5	2.0	2.0	10.21	18.15	0.00	0.65	0.00	14.52	29.01
ELECTRIC PWR TRK DRV	NW	ALL		40.87	40.87	1.5	1.5	2.0	2.0	7.50	11.45	0.00	0.41	3.75	5.73	11.45
ELECTRIC PWR TRK DRV	SE	ALL		46.03	67.97	1.5	1.5	2.0	2.0	7.25	12.89	0.00	0.46	0.00	10.33	20.60
ELECTRICIAN	NW	ALL		52.15	55.90	1.5	1.5	2.0	2.0	11.50	15.43	0.00	0.26	1.25	0.91	1.82
ELECTRICIAN	SE	ALL		49.67	52.65	1.5	1.5	2.0	2.0	9.19	15.18	0.00	1.36	3.24	14.48	28.97
ELECTRONIC SYSTEM TECH	NW	BLD		36.79	39.79	1.5	1.5	2.0	2.0	11.50	9.21	0.00	0.40		0.55	1.10
ELECTRONIC SYSTEM TECH	SE	BLD		39.14	42.14	1.5	1.5	2.0	2.0	4.40	11.18	0.00	0.40	2.00	0.58	1.17
ELEVATOR CONSTRUCTOR	All	BLD		62.73	70.57	2.0	2.0	2.0	2.0	16.27	21.36	5.02	0.80		0.00	0.00
FLOOR LAYER	All	BLD		40.08	41.58	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
GLAZIER	All	BLD		43.32	45.82	1.5	1.5	2.0	2.0	9.86	14.31	0.00	1.26		0.00	0.00
HEAT/FROST INSULATOR	All	BLD		42.63	43.63	1.5	1.5	2.0	2.0	11.79	13.80	0.00	1.15		0.00	0.00
IRON WORKER	All	ALL		41.65	43.65	1.5	1.5	2.0	2.0	10.75	19.75	0.00	0.68	0.00	15.59	31.18
LABORER	NW	ALL		35.29	36.29	1.5	1.5	2.0	2.0	8.25	20.39	0.00	0.80	0.00	14.32	28.64
LABORER	SE	ALL		35.38	36.38	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71

MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.69	1.00	0.86		0.00	0.00
MARBLE MASON	All	BLD		34.09		1.5	1.5	2.0	2.0	9.60	9.36	1.00	0.95		0.00	0.00
MILLWRIGHT	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	46.65	48.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	2	45.52	47.52	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	3	41.04	43.04	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	4	47.65	49.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	5	48.65	50.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	6	49.20	51.20	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	7	49.50	51.50	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	8	49.80	51.80	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	9	50.45	52.45	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	10	50.95	52.95	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	11	48.65	50.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	12	49.65	51.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	13	46.65	48.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	14	41.10	43.10	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	1	45.15	47.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	2	44.02	46.02	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	3	39.54	41.54	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	4	46.15	48.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	5	47.15	49.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	6	47.70	49.70	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	7	48.00	50.00	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	8	48.30	50.30	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	9	48.95	50.95	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	10	49.45	51.45	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	11	47.15	49.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	12	48.15	50.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90

OPERATING ENGINEER	All	HWY	13	39.60	41.60	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
PAINTER	All	BLD		33.49	34.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER	All	HWY		34.69	36.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER OVER 30 FT.	All	BLD		34.49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER PWR EQMT	All	BLD		34.49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER PWR EQMT	All	HWY		35.69	37.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PILEDRIVER	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
PIPEFITTER	N	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	0.00	0.00
PIPEFITTER	S	BLD		43.35	47.35	1.5	1.5	2.0	2.0	11.21	10.91	0.00	1.75		0.00	0.00
PLASTERER	All	BLD		37.30	38.80	1.5	1.5	2.0	2.0	11.50	12.50	0.00	0.75	0.00	12.38	24.75
PLUMBER	N	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	0.00	0.00
PLUMBER	S	BLD		43.75	46.25	1.5	1.5	2.0	2.0	11.00	8.55	0.00	1.70		0.00	0.00
ROOFER	All	BLD		40.00	43.00	1.5	1.5	2.0	2.0	9.85	11.20	0.00	0.91		0.00	0.00
SHEETMETAL WORKER	All	ALL		42.03	44.53	1.5	1.5	2.0	2.0	11.30	9.91	2.52	0.71	1.88	0.00	0.00
SPRINKLER FITTER	All	BLD		50.02	54.02	2.0	2.0	2.0	2.0	11.41	15.90	0.00	1.20		0.00	0.00
TERRAZZO FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.60	1.00	0.86		0.00	0.00
TERRAZZO MASON	All	BLD		34.09		1.5	1.5	2.0	2.0	9.60	9.36	1.00	0.95		0.00	0.00
TRUCK DRIVER	All	ALL	1	43.31	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.89	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.21	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.56	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	5	45.67	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	34.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	35.11	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	35.37	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	35.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	36.54	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00

<u>Legend</u>

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including

mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I

Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master

Mechanic and Heavy Duty Mechanic, Autonomous and semi-autonomous equipment, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skiders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail Launchers when mounted on a machine or self-propelled, concover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP II Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP IV CCO-17 ton and below

GROUP V CCO-17.5 to 35 Ton and Boom to 50'

GROUP VI CCO-35.5 to 75 Ton and Boom to 100'

GROUP VII CCO-75.5 to 125 Ton and Boom to 125'

GROUP VIII CCO- 125.5 to 200 Ton and Boom to 100'

GROUP IX CCO-200.5 to 300 Ton and Boom to 100'

GROUP X CCO-300.5 to 450 Ton and Boom to 150'

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GROUP XI
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Master Mechanic

GROUP XII Operator Foreman, Licensed Boat Pilot

GROUP XIII

Track type hydraulic hoes & crawler gradealls prep time.

GROUP XIV

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving and Oiler.

OPERATING ENGINEERS – Highway

GROUP I

Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick¬Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skiders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (selfpropelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP II Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers. GROUP IV CCO-17 ton and below

GROUP V CCO-17.5 to 35 Ton and Boom to 50'

GROUP VI CCO- 35.5 to 75 Ton and Boom to 100'

GROUP VII CCO- 75.5 to 125 Ton and Boom to 75'

GROUP VIII CCO- 125.5 to 200 Ton and Boom to 100'

GROUP IX CCO- 200.5 to 300 Ton and Boom to 100'

GROUP X CCO- 300.5 to 450 Ton and Boom to 150'

GROUP XI Master Mechanic, Working Foreman/Mechanic.

GROUP XII Operator Foreman, licensed boat pilot.

GROUP XIII

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving, and Oiler.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

Madison County Prevailing Wage Rates posted on 5/19/2025

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

DIVISION 1 - GENERAL REQUIREMENTS Section 01010 - Project Summary

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide all labor, materials, and equipment required to clean, install, test, and render operational cured-in-place pipe (CIPP) lining for approximately 7,462 L.F. of 8" sanitary sewer and appurtenances including any bypass pumping and traffic control.
- B. Video of pre and post condition of sewer and deliver to City in electronic format with locations and stationing labelling.
- C. Cut outs for existing sewer service laterals.
- D. Provide two (2) new manholes at existing lamp hole.
- E. Any water required for the completion of this work shall be provided by the Contractor. The City has a bulk water sales unit at the Water Treatment Plant, 3035 Highland Park Road, Silver Lake Park. There is a 2" mail quick connect with an rpz/backflow preventer inside the building. The unit takes \$1, \$5, \$10, and \$20 increments as bills, not change. Cost is \$1 = one minute or approximately 170 gallons. The unit is accessible 24/7.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Respective Specification Sections.
- 1.03. DEFINITIONS. The following terms are used throughout the contract documents. The work will be governed in accord with the definitions.
 - A. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
 - B. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
 - C. Provide: Provide means furnish, install, test, calibrate, startup, place into complete and satisfactory operation.
 - D. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by the Contractor in the contractor's own shop.

1.04. INSURANCE, DESIGNATED PURCHASER. Contractor purchase and maintain Builder's Risk insurance.

1.05. SEQUENCING & SCHEDULING

- A. General requirement:
 - 1. Coordinate all construction sequencing and scheduling with Owner.

B. Sequencing:

- 1. Submit shop drawings, certificates, etc. for Engineer's review.
- 2. Order materials for which shop drawings have been reviewed by the Engineer and no exceptions were taken.
- 3. Contractor verify size of and lengths of existing sanitary sewer mains to be lined before any work is to begin.
- 4. Provide cleaning and videotaping of existing sewer main before CIPP lining is to begin.
- 5. Provide 2 new manholes at existing lamp hole.
- 6. Provide lining of sanitary sewer mains.
- 7. Provide cutout of existing sewer laterals.
- 8. Provide post videotaping of sewer mains after lining is complete.
- 9. Provide cleanup of site to original condition or better.
- C. Scheduling:
 - 1. Schedule to comply with contract completion date.

1.06. CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law.
 - 2. Contract.

- a. Confer with Owner's representative and obtain full knowledge of all site rules and regulations affecting work.
- b. Conform to site rules and regulations while engaged in project construction.
- c. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
- d. Employee list: The Owner's representative may examine Contractor's list of employees, including those of subcontractors and their agents.
- e. Vehicle use Rigidly enforce the following:
 - (1). Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on project premises.
 - (2). Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
 - (3). Parking: Permitted only in areas designated by Owner.
 - (4). All traffic control subject to Owner's approval.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move all stored products or equipment which interfere with operations of Owner or other contractors.
- F. Obtain and pay for use of additional storage or work area needed for operations.
- G. Use of site: Exclusive and complete, for execution of work.
 - 1. Confine operations to public R.O.W.
 - 2. Restore property disturbed by construction to original condition or better.
- 1.07. WARRANTY
 - A. All project components shall be guaranteed to be free from defects in material, workmanship, and operation for a period of one year from date of final acceptance by Owner.

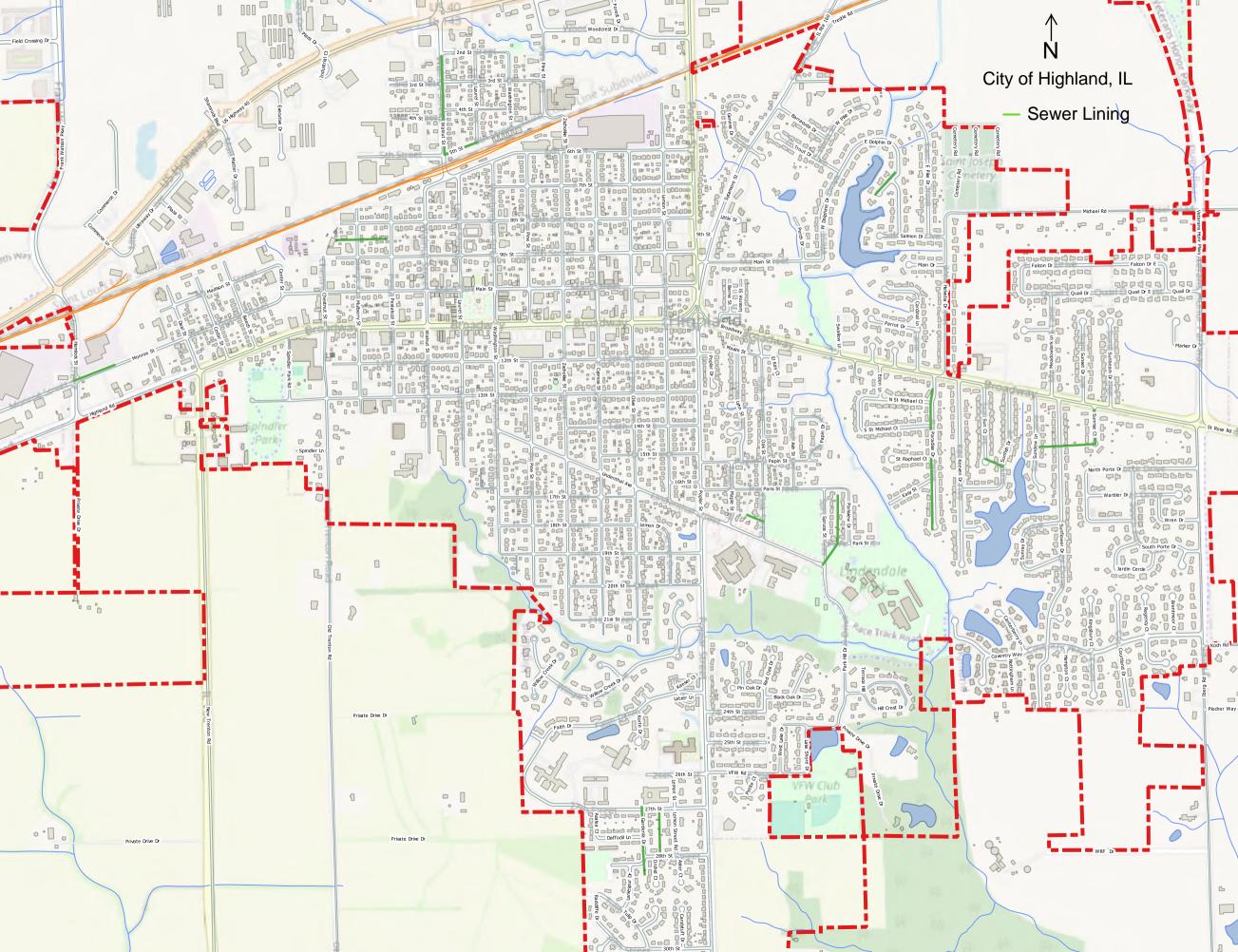
- B. Correct and make good all deficiencies noted during warranty period at no expense to Owner.
- 1.08. DRAWINGS (FOLLOWING THIS SECTION)
 - A. Lining Quantities and Location.

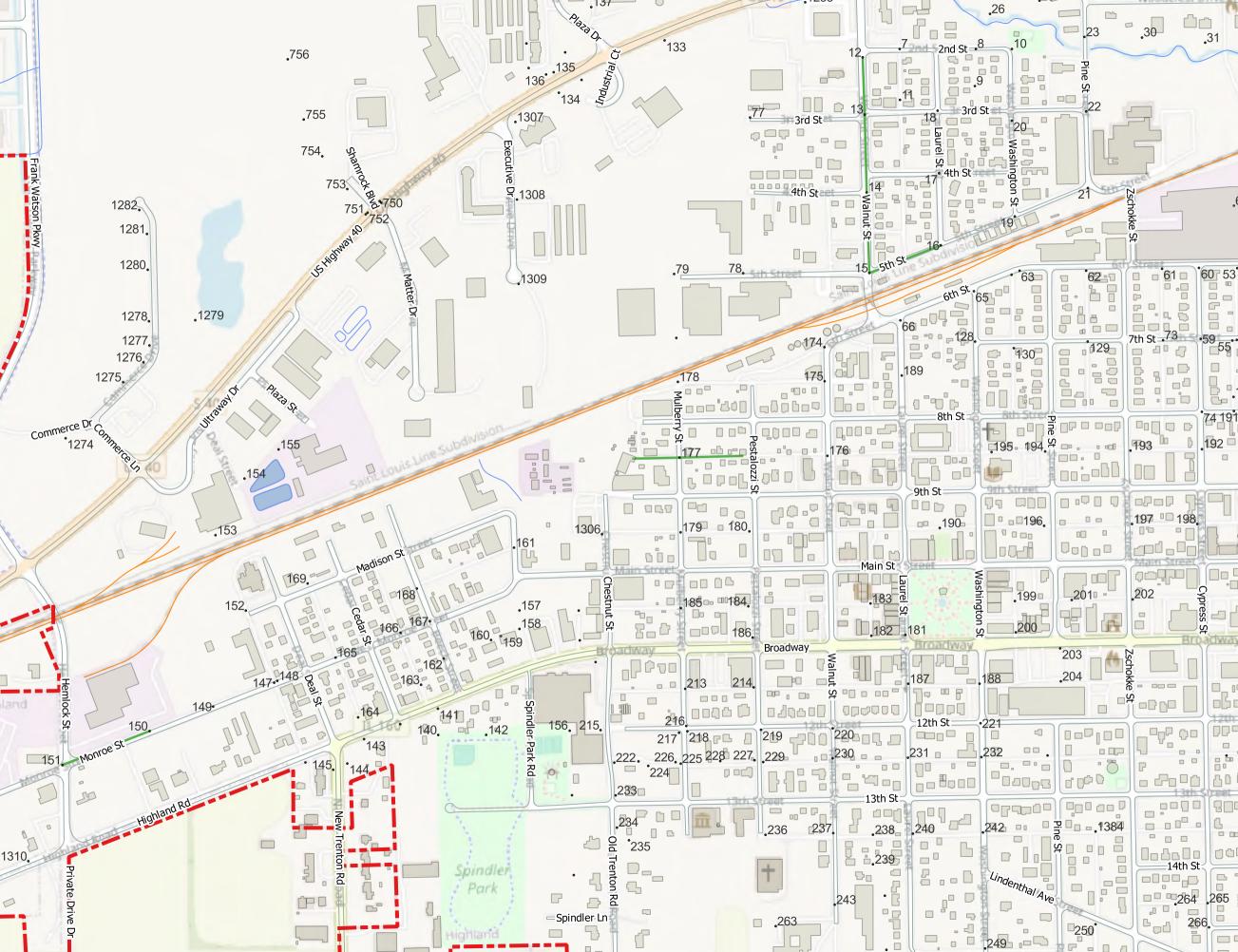
END 01010.

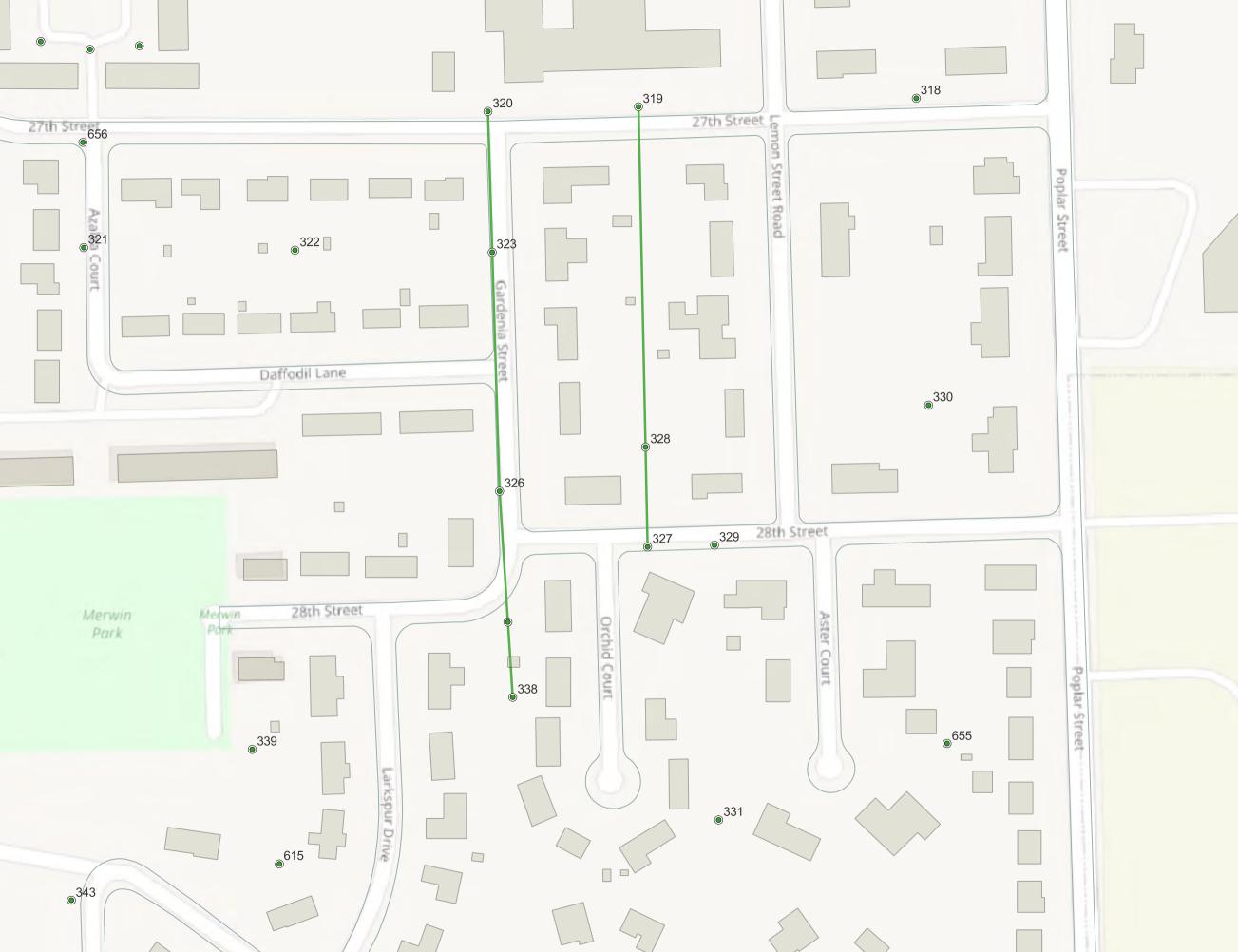
8" Cured in Place Lining				
Street Location	Manhole to Manhole	Length (LF)	Estimate # of Services	
Sun CtSunfish	442-441	197	1	
Porpoise	503-502	321	5	
1708 Lindenthal	603-604	179	3	
Mulberry (alley 9th/8th)	177-LH	304	11	
5th Walnut-Laurel	15-16	378	2	
Monroe by Korte Meat	151-150	455	3	
Paradise	434-464	1480	32	
Sunrise to Sundew	456-452	628	0	
Lemon Street	319-327	536	10	
Gardenia Street	320-338	715	4	
Walnut Street	12-15	1054	23	
Spruce Street	417-420	784	14	
Sunrise Ct	452-744	431	9	
	Total	7462	117	

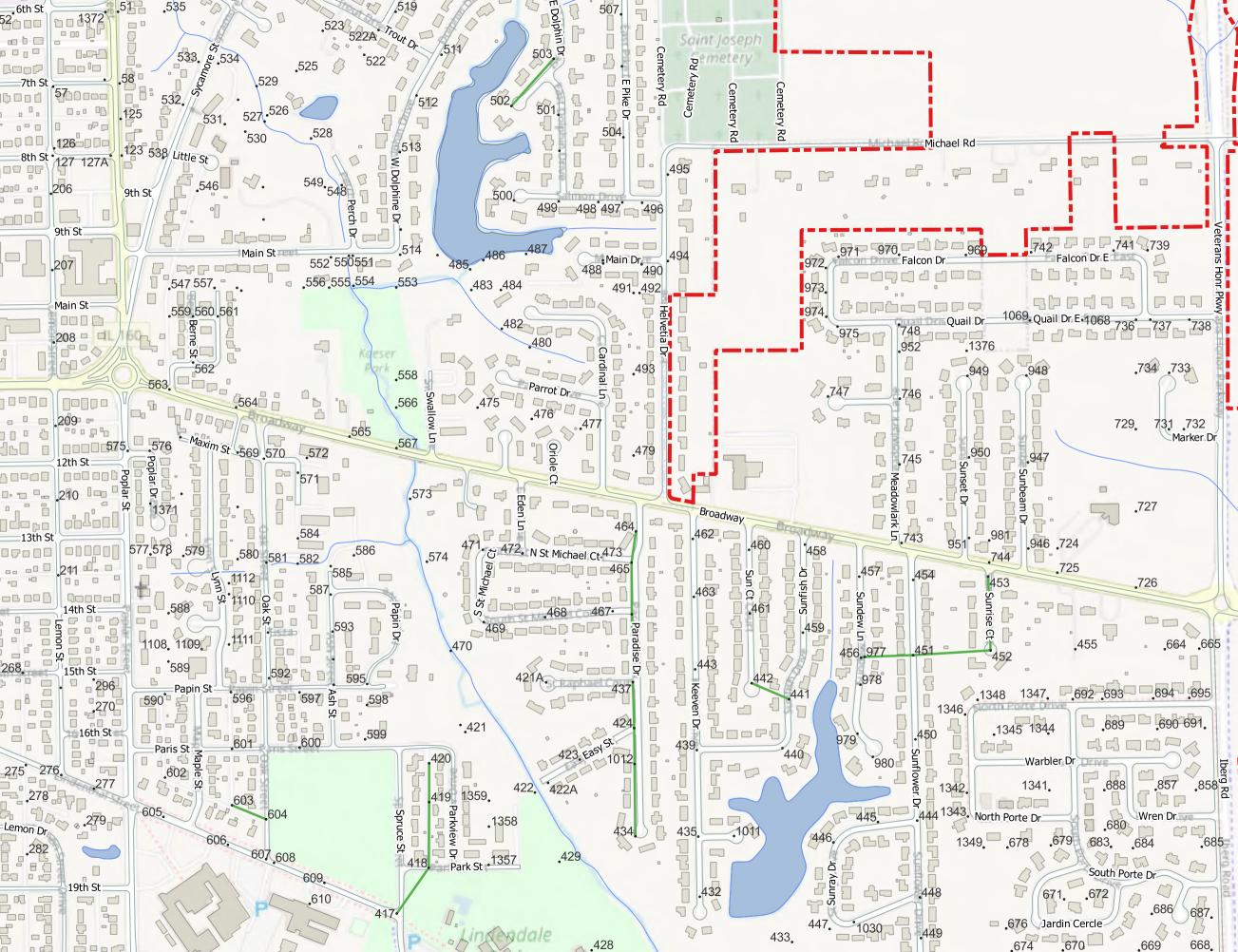
Lamp Hole Replacement	Manhole Quantity	
Mulberry (alley 9th/8th)	2	

ESTIMATED QUANTITIES - PAYMENT WILL BE MADE ON EXACT QUANTITY INSTALLED









DIVISION 1 - GENERAL REQUIREMENTS Section 01060 - Regulatory Requirements

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor comply with all laws, rules and regulations governing the work.
 - 1. When Contractor observes that contract documents are at variance with specified codes, notify Engineer in writing immediately. Engineer will issue all changes in accord with General Conditions.
 - 2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Engineer, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01010 Project Summary.
 - 2. Respective Specification Sections.

1.03. DEFINITIONS & ABBREVIATIONS

- A. Definitions:
 - 1. Codes: Codes are rules, regulations or statutory requirements of government agencies.
 - 2. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

1.04. QUALITY ASSURANCE

- A. Engineer has designed the project with full knowledge of code requirements and has copies of all specified codes available for Contractor's inspection.
- B. Contractor:

- 1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at Contractor's expense from source or publisher.
- 2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

1.05. REGULATORY REQUIREMENTS

- A. Source and requirements:
 - 1. IDOT:
 - a. Road and Bridge Laws, Current Edition, including all supplements.
 - b. Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, including all supplements. Except where otherwise specified.
 - (1). Section 100 does not apply.
 - 2. IEPA (Current editions at date of bidding documents.)
 - a. Air Pollution Standards.
 - b. Noise Pollution Standards.
 - c. Water Pollution Standards.
 - d. Public Water Supplies.
 - e. Solid Waste Standards.
 - f. Illinois Recommended Standards for Sewage Work.
 - g. Comply with all requirements of IEPA construction permit.
 - 3. Illinois Purchasing Act, as amended (Illinois Revised Statutes, ch, 127, par. 132.1 et seq.).
 - 4. STANDARDS: Accepted by Owner and complimentary to specified statutorily mandated codes and standards.
 - a. IDOT: Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, including all addenda.
 - b. NFPA: National Fire Codes, 1982.
 - (1). No. 70-84, National Electrical Code.
 - (2). No. 101-81, Life Safety Code.

- B. The following standards and specifications are hereby incorporated into the contract documents to the same force and effect as if repeated herein. The documents include:
 - 1. Standard Specifications for Road & Bridge Construction, April 1, 2016, and addenda, Illinois Dept. of Transportation, as amended, hereinafter referred to as "Standard R&B Specifications." (Section 100 does not apply.) Available from:

Illinois Dept. of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

- ASTM Standards American Society for Testing Materials 100 Barr Harbor Drive Conshohocken, PA 19428
- 3. Standard Specifications for Water and Sewer Main Construction in Illinois, June 2014.
- 4. IEPA Standards and Specifications for Soil Erosion and Sediment Control, 1987.
- 5. Illinois Urban Manual for erosion control.
- 6. Other Standards and Specifications referenced herein.

END 01060.

DIVISION 1 - GENERAL REQUIREMENTS Section 01200 - Project Meetings

1. GENERAL

1.01. REQUIREMENTS INCLUDES

- A. Contractor:
 - 1. Attend specified meetings.
 - 2. Ensure attendance of subcontractors and suppliers as specified or directed.

1.02. RELATED WORK

- A. Specified elsewhere:
 - 1. 01010 Project Summary.
 - 2. 01700 Contract Closeout.
 - 3. Respective Specification Sections.

1.03. PRE-CONSTRUCTION MEETING

A. A Pre-Construction meeting will be held on site at a mutual agreeable time between Owner and Contractor.

END 01200.

DIVISION 1 - GENERAL REQUIREMENTS Section 01530 - Barriers

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

- 1. Provide and continuously maintain suitable type barriers to prevent unauthorized personnel or public entry, and to protect the work, existing facilities and utilities from construction operations.
- 2. Remove when no longer needed, at completion of the work or as directed.
- 3. Promptly replace any traffic control signs removed or otherwise disrupted by project activities.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01010 Project Summary.
 - 2. 01620 Storage & Protection.
 - 3. Respective Specification Sections.

2. PRODUCTS

2.01. All barriers shall comply with Standard R&B specifications (IDOT).

3. EXECUTION

3.01. INSTALLATION

- A. Install facilities in a neat and uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers and barricades during entire construction period.
- C. Relocate barriers as required by construction progress.

01530 Barriers-1

3.02. REMOVAL

- A. Completely remove barriers, including foundations, when construction has progressed to the point that they are no longer needed, and when authorized by the Engineer.
- B. Clean and repair damage caused by installation, fill and grade site areas to required elevations and slopes, and clean the area.

3.03, PAY ALL COSTS

A. Cost of barriers and barricades shall be considered incidental to the Contract, and no additional compensation will be allowed.

END 01530.

DIVISION 1 - GENERAL REQUIREMENTS Section 01540 - Security

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor:
 - 1. Protect work, stored materials, and construction equipment from theft and vandalism.
 - 2. Protect premises from entry by unauthorized persons.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01200 Project Meetings.
 - 2. 01530 Barriers.
 - 3. 01620 Storage & Protection.
 - 4. Respective Specification Sections.
- 1.03. MAINTENANCE OF SECURITY
 - A. Initiate security program promptly at job mobilization.
 - B. Maintain security program throughout construction period until Owner occupancy or acceptance precludes need for Contractor security.
 - C. Pay costs for security personnel and facilities. Costs shall be considered incidental to contract and no additional compensation will be allowed.

END 01540.

01540 Security-1

<u>DIVISION 1 - GENERAL REQUIREMENTS</u> Section 01560 - Temporary Environmental Controls

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor:
 - 1. Provide controls over environmental conditions at the construction site and related areas under the Contractor's control. Contractor shall provide temporary environmental controls as necessary to reduce sedimentation runoff from jobsite.
 - 2. Remove physical evidence of temporary controls at completion of work or as directed.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01010 Project Summary
 - 2. 01710 Final Cleaning
 - 3. Respective Specification Sections.
- 1.03. DUST CONTROL. Provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispersing into the atmosphere.
- 1.04. WATER CONTROL
 - A. Control surface water to prevent damage to the project, the site or adjoining properties.
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; direct drainage to proper runoff.
 - B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
 - C. Dispose of and direct surface drainage in a manner to prevent flooding, erosion, silting or runoff of silt or sediment or other damage to the site or to adjoining areas. Provide control measures to minimize erosion and/or runoff of silt and mud from the construction site into adjacent areas. Utilize ditch checks, silt fence, and/or temporary seeding as necessary to prevent erosion.

1.05. DEBRIS CONTROL

01560 Temp Environmental Controls-1

- A. Maintain all areas under Contractor's control free of extraneous debris during contract period.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas or along access roads and haul routes.
 - 1. Provide containers specified in 01561 for deposit of debris.
 - 2. Prohibit overloading of trucks to prevent spillage or deposition of debris, mud, and extraneous material onto private and public roadways and access and haul routes.
 - a. Provide daily inspection of traffic areas to enforce requirements.
- C. Scheduled collection and disposal of debris is specified in 01561.
 - 1. Provide additional collections and disposal of debris whenever regular schedule is inadequate to prevent accumulation.

1.06. POLLUTION

- A. Prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures to contain all spillage, and to remove contaminated soils or liquids.
 - 1. Excavate and dispose of all contaminated earth off-site. Replace with suitable compacted fill and topsoil.
- C. Provide systems for control of toxic or high-level concentration atmospheric pollutants.

1.07. EROSION CONTROL

- A. Plan and execute construction in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Minimize the areas of bare soil exposed at one time.
 - 2. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- B. Periodically inspect earthwork to detect evidence of the start of erosion. Apply corrective measures to control erosion.

01560 Temp Environmental Controls-2

1.09 PAY COSTS

A. Temporary erosion control measures shall be incidental to contract and no additional compensation will be allowed.

END 01560.

DIVISION 1 - GENERAL REQUIREMENTS Section 01570 - Traffic Regulation

1. GENERAL

1.01. REQUIREMENTS INCLUDES

A. Contractor:

- 1. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on on-site haul routes, at site entrances, on-site access roads and parking areas.
- 2. Remove temporary equipment and facilities when no longer required.
- 3. Restore grounds to original conditions.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01530 Barriers.
 - 2. Respective Specification Sections.

1.03. TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signs required to direct and maintain an orderly flow of traffic in all areas under Contractor's control.
- B. Provide traffic control and directional signs, mounted on barricades or standard posts:
 - 1. At each change of direction of a roadway.
 - 2. At each crossroads.
 - 3. At detours.
 - 4. At parking areas.
- C. Maintain and immediately replace any traffic control signs disturbed by contractors' operations under contracts.
- 1.04. FLAGGERS. Provide qualified and suitably equipped flaggers when construction operations encroach on traffic lanes, as required for traffic regulation.
- 1.05. FLARES AND LIGHTS
 - A. Provide flares and lights during periods of low visibility: 01570 Traffic Regulation-1

- 1. To clearly delineate traffic lanes and to guide traffic.
- 2. For use by flaggers in directing traffic.
- B. Provide illumination of critical traffic and parking areas.

1.06. BARRICADES

A. Comply with Article 107.14 and Section 701 of Standard R&B Specifications.

1.07. CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, owner's operations or construction operations of all contractors.
- B. Monitor parking of construction personnel's private vehicles.
 - 1. Maintain free vehicular access to and through parking areas.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.08. HAUL ROUTES

- A. Consult with Owner. Establish public thoroughfares which will be used as haul routes and site access.
 - 1. Comply with posted load limits on public roadways.
- B. Confine construction traffic to designated haul routes.
- C. Remove debris and trash twice daily during work.
- D. Restore to original condition at no cost to Owner.

1.09. PAY COSTS

A. Cost of traffic regulation shall be considered incidental to the contract, and no additional compensation will be allowed.

END 01570.

01570 Traffic Regulation-2

DIVISION 1 - GENERAL REQUIREMENTS Section 01600 - Material & Equipment

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide:
 - 1. Specified materials and equipment.
 - 2. Transportation and delivery.
 - 3. Equipment and personnel at site.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01010 Project Summary.
 - 2. 01620 Storage & Protection.
 - 3. Respective Specification Sections.

1.03. MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require that installation shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including four copies to the Engineer.
- B. Maintain one set of complete instructions with the Project Record Documents at the jobsite during installation and until completion.

2. PRODUCTS

2.01. MATERIALS & EQUIPMENT INCORPORATED INTO THE WORK

- A. Conform to project specifications and standards.
- B. Comply with size, make, type and quality specified.
- C. Manufactured and fabricated products:
 - 1. Design, fabricate and assemble in accord with best engineering shop practices.

01600 Material & Equipment-1

3. EXECUTION

3.01. TRANSPORTATION, DELIVERY & HANDLING

- A. Arrange for transportation and deliveries of materials and equipment in accord with approved current construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site:
 - 1. Work of other Contractors or Owner.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. Owner's use of premises.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- D. Receive all materials delivered to site, sign bills of lading.
- E. Clearly mark partial deliveries of component parts of assemblies or equipment to permit easy identification of parts to facilitate assembly.
- F. Immediately on delivery, inspect shipment to assure:
 - 1. Product complies with Contract requirements and approved submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are properly protected and undamaged.
- G. File claim with shipper if items are damaged. Provide copy of damage claim to Engineer. Expedite claim settlement/item replacement to maintain project schedule and completion.
- H. Provide equipment and personnel to handle products and equipment, including those furnished by Owner. Prevent damage to products or packaging.
- I. Provide additional protection during handling to prevent scraping, marring or otherwise damaging products, equipment or surrounding surfaces.
- J. Handle products and equipment by methods to prevent bending or overstressing.
- K. Lift packages, equipment or components only at designated lift points. 01600 Material & Equipment-2

L. Pay all transportation costs. Cost of transportation, delivery, and handling shall be incidental to contract price for that item, and no additional compensation will be allowed.

3.02. STORAGE & PROTECTION. See 01620.

END 01600.

01600 Material & Equipment-3

DIVISION 1 – GENERAL REQUIREMENTS Section 01620 - Storage & Protection

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide and maintain:
 - 1. Storage for materials and equipment to be installed in Project.
 - 2. Protection and security for stored materials and equipment, on and off site.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01010 Project Summary.
 - 2. 01600 Material & Equipment.
 - 3. Respective Specification Sections.

1.03. OFF-SITE AUTHORIZATION.

- A. Off-site storage will be permitted only on Owner's prior written authorization in accordance with General Conditions.
 - 1. Provide certificate of insurance.
 - 2. Provide written description of item and storage location.
 - 3. Provide access to Engineer.
 - 4. Deliver to site and incorporate with project to maintain project schedule and contract completion.

2. PRODUCTS

2.01. MATERIALS & EQUIPMENT FOR PROTECTION OF STORED ITEMS.

- A. May be new or used, but shall be serviceable, adequate for required purpose, and shall not create unsafe conditions nor violate applicable codes.
- 2.02. STORAGE SHEDS

01620 Storage & Protection-1

- A. Basic requirements:
 - 1. Number: To requirements of construction needs, as authorized by Engineer.
 - 2. Dimensions: To storage requirements of products.
 - 3. Ventilation: Meet specified and code requirements for all products stored.
 - 4. Heating: Maintain temperatures specified in respective specification sections for products stored.
- B. Construction:
 - 1. Structurally sound foundation and superstructure.
 - 2. Weathertight, with raised floors; compatible with storage requirements.
 - 3. Temperature transmission resistance: Compatible with storage requirements.
 - 4. Do not use storage sheds for living quarters.

2.03. PROTECTIVE MATERIALS

- A. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions. Materials may be new or used at Contractor's option, but shall be:
 - 1. Of sufficient strength and durability for intended use.
 - 2. Recommended by manufacturer of products or equipment to be protected.
 - 3. Non-staining.
 - 4. Non-hazardous.

3. EXECUTION

- 3.01. LOCATION.
 - A. Where shown on drawings, or where authorized by Owner.
 - 1. Engineer will resolve conflicts in storage requirements of all contractors.
- 3.02. PREPARATION.

01620 Storage & Protection-2

A. Fill and grade sites for temporary storage sheds to provide drainage.

3.03. INSTALLATION.

- A. Construct storage sheds on adequate foundations, with connections for required utilities.
 - 1. Raise portable buildings, if used.
 - 2. Provide steps, landings or ramps at entrances.
- B. Mount identifying signs adjacent to entrance doors, in conspicuous locations.

3.04. LIMITATIONS.

- A. Do not exceed capacity of structure.
- B. Do not inhibit use of:
 - 1. Fire exits.
 - 2. Fire lanes.
 - 3. Parking.
 - 4. Work of other contractors.
 - 5. Owner's operations.
- C. Store combustible materials in accordance with applicable regulations.

3.05. PROTECTION

- A. Protect all products and equipment from damage.
- B. Methods:
 - 1. Store moisture or water vulnerable materials off grade.
 - 2. Store finished products and equipment in an enclosed building, on or off site.
 - 3. Maintain integrity of shipping cartons until ready for installation.
 - 4. Provide separate storage for combustible and non-combustible products.
 - 5. Follow storage recommendations of product and equipment manufacturers.
 - 6. Other methods shall be subject to Engineer's review.

3.06. MAINTENANCE AND CLEANING

- A. Provide continuous maintenance for all temporary structures.
- B. Repair or refinish damaged or weathered portions of structure as required to maintain in specified condition.

01620 Storage & Protection-3

- C. Repair or replace defective utility connections.
- D. Clean storage sheds or areas at least once a week.

3.07. REMOVAL

- A. Remove all temporary storage sheds, contents and utilities, at completion of construction activities, or as authorized by the Engineer.
- B. Remove foundations, debris; fill ruts and holes, grade to required elevations and clean area; restore surfaces.
- 3.08. PAY COSTS
 - A. Include all costs for storage and protection with contract price, and no additional compensation will be allowed.

END 01620.

DIVISION 1 - GENERAL REQUIREMENTS Section 01700 - Contract Closeout

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide:
 - 1. Substantial completion.
 - 2. Final completion.
 - 3. Closeout submittals.
 - 4. Application of final payment.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 00050 Standard Documents for Construction.
 - 2. 01010 Project Summary.
 - 3. 01710 Final Cleaning.
 - 4. Respective Specification Sections.

1.03. SUBSTANTIAL COMPLETION

- A. When Contractor considers work substantially complete, submit written declaration to Engineer that work, or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.
- B. Prior to preliminary substantial completion and inspection:
 - 1. Instruct Owner's personnel in operation and maintenance of all systems and equipment.
- C. Engineer will make a preliminary inspection within seven business days after receipt of Contractor's declaration.
- D. Upon determining that work is substantially complete, Engineer will:
 - 1. Prepare a punch list of items to be completed or corrected, as determined by the inspection.
 - 2. Prepare and process a certificate of substantial completion, containing:
 - a. Date of substantial completion.
 - b. Punch list of items to be completed or corrected.

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- c. The time within which punch list items shall be completed or corrected.
- d. Date and time Owner will take occupancy of project or designated portion thereof.
- e. Responsibilities of Owner and Contractor for:
 - (1). Insurance.
 - (2). Utilities.
 - (3). Operation and maintenance of mechanical, electrical and other systems.
 - (4). Maintenance and cleaning.
 - (5). Security.
- f. Signatures of:
 - (1). Engineer.
 - (2). Contractor.
 - (3). Owner.
- E. Contractor:
 - 1. Complete all work listed for completion or correction within designated time.
 - 2. Perform final cleaning in accord with 01710.
- F. Owner will occupy project or designated portions thereof under provisions stated in certificate of substantial completion.
- G. At time of inspection, should substantial completion not be certified, complete the work and resubmit declaration in accord with 1.03.A.

1.04. FINAL COMPLETION

- A. Contractor:
 - 1. Submit written declaration to Engineer that:
 - a. Work complies with all aspects of contract documents.
 - b. All items on substantial completion punch list have been completed or corrected.
 - c. All tools, construction equipment and surplus materials have been removed from site.
- B. Contractor attend final inspection with Engineer and Owner to ensure completion of all contract requirements.

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C. When Engineer considers that all work is finally complete in accord with contract document requirements, Contractor prepare and process closeout documents.

1.05. CLOSEOUT SUBMITTALS

- A. Contractor submit:
 - 1. Project record documents in accord with 01720.
 - 2. Deliver evidence of compliance with requirements.

1.06. APPLICATION FOR FINAL PAYMENT

- A. Contractor submit duly executed:
 - 1. Final Estimate.
 - 2. Separate final releases of waivers of liens for all subcontractors, suppliers and others with lien rights against property of Owner together with complete list of those parties.
 - 3. Final accounting statement, reflecting all adjustments to contract sum:
 - a. Original contract sum.
 - b. Additions and deductions resulting from:
 - (1). All change orders.
 - (2). Deductions for uncorrected work.
 - 4. Total contract sum, adjusted.
 - 5. Previous payments.
 - 6. Sum remaining due.
- B. Engineer will process final statement in accord with Conditions of the Contract.

END 01700.

01700 Contract Closeout-3

DIVISION 1 - GENERAL REQUIREMENTS Section 01710 - Final Cleaning

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor, provide final cleaning:
 - 1. At completion of work, or at such other times as directed by the Engineer, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01700 Contract Closeout.
 - 2. Respective Specification Sections.

1.03. SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with following safety and insurance standards:
 - 1. Applicable Federal and State requirements.
 - 2. National Fire Protection Association (NFPA).
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with applicable Federal and State anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

01710 Final Cleaning-1

1.04. SUBMITTALS

- A. Manufacturer's recommendations for cleaning specified products.
- B. Proposed cleaning products for products where manufacturer's recommendations are not specified.

2. PRODUCTS

2.01. MATERIALS

- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

3. EXECUTION

3.01. FINAL CLEANING

- A. Employ experienced workers for final cleaning.
- B. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- C. Soft broom clean all exposed concrete surfaces; other paved areas with soft or stiff broom as directed.

END 01710.

01710 Final Cleaning-2

DIVISION 2 - SITE WORK Section 02220 - Structure Excavation, Backfilling & Compacting

1. GENERAL

1.01. WORK INCLUDES

- A. Contractor:
 - 1. Provide excavation, backfill & compacting for all project structures as shown on drawings and as specified herein.
 - a. Manholes.

1.02. RELATED WORK

- A. Specified elsewhere:
 - 1. 00050 Standard Documents for Construction.
 - 2. 01010 Project Summary.
 - 3. 01530 Barriers.
 - 4. 01560 Temporary Environmental Controls.
 - 5. Respective Specification Sections.

1.03. SYSTEM DESCRIPTION

- A. Interface with Adjacent Systems:
 - 1. Provide structure excavation, backfilling & compacting to interface with piping systems, conduit, and related work.

1.04. **REFERENCES**

- A. Standards:
 - 1. Comply with Section 502 of the Standard R&B Specifications.
 - 2. ASTM American Society for Testing Materials.

1.05. SEQUENCING/SCHEDULING

- A. Sequencing:
 - 1. Comply with 01010.
 - 2. Provide structure excavation, backfilling & compacting as work progresses.

- B. Scheduling:
 - 1. Schedule to assure interface with:
 - a. Piping systems.
 - 2. Schedule to comply with contract completion date.

2. PRODUCTS

- 2.01. MATERIALS
 - A. Select granular backfill for structures:
 - 1. Comply with Section 1003 of Standard R&B Specifications.
 - a. CA-7.
 - 2. Do not use:
 - a. Chat.
 - b. Wet bottom boiler slag.
 - c. Slag sand.
 - d. Granulated slag sand.
 - e. Steel slag sand.
 - B. Excavated material:
 - 1. Material taken from excavation may be used in formation of subgrade and for backfilling except where select granular material, select granular backfill, and granular material are specified or shown on the drawings.
 - 2. Material taken from excavation for use in backfilling shall be free of:
 - a. Rocks.
 - b. Tree limbs and vegetation.
 - c. Frozen material.
 - d. Broken concrete and rubble.
 - e. Debris and deleterious material.
 - 3. Dispose of surplus material away from site, at Contractor's expense.

2.02. EQUIPMENT

- A. For dewatering:
 - 1. Of sufficient design and capacity to maintain excavations in dewatered conditions at all times during operations and until completion of backfilling and compacting operations.
- B. For compacting adjacent to structures:
 - 1. Mechanical.
 - 2. Hand operated.
 - 3. Do not operate vehicles within limits of excavation for structures until backfilling and compacting have been completed.

3. EXECUTION

3.01. INSPECTION

A. Prior to backfilling structures, notify and provide access to Engineer to allow inspection.

3.02. PREPARATION

- A. Field measurements:
 - 1. Layout work to define limits of excavating and backfilling.
- B. Protection:
 - 1. Protect adjacent structures, piping, conduits, wrappings, coatings, and underground utilities.
 - 2. Protect trees not designated for removal.
 - 3. Provide proper drainage away from and out of excavation areas, and maintain excavations in dewatered conditions at all times during work until backfilling is completed.
 - 4. Do not place backfill on frozen ground or into wet subgrade.

3.03. BACKFILL PLACEMENT & COMPACTION

A. Placement:

- 1. Place backfill in uniform horizontal layers not exceeding loose depth of 5 inches for cohesive materials and not exceeding loose depth of 12 inches for granular materials.
- 2. Bring backfill up on each side of structure and wall evenly and slope to drain away.
- 3. Place in manner to direct drainage away from area of backfill or to low point where it can be removed by pumping.
- B. Scarify and recompact any layers that are disturbed.

3.04. PROTECTION

- A. Flotation:
 - 1. Maintain excavations in dewatered condition at all times during the work until backfilling operations are completed, to prevent flotation.
 - 2. Grade work area to drain at end of each day during work.
 - 3. Operate and maintain dewatering equipment continuously until backfilling and compacting have been completed.
- B. Protect structures and interconnecting utility lines, piping, and conduit.
 - 1. Provide minimum seven day curing period for new concrete work before commencing with backfilling operations.
 - 2. Do not place cohesive backfill materials in wet or frozen areas.
 - 3. Place backfill to avoid damage to coatings and structures.
 - 4. Do not operate heavy compaction equipment adjacent to structures.
 - 5. Provide shoring as required.

3.05. PAY COSTS

A. Include costs for structure excavation and backfilling with bid price for associated items and no additional compensation will be allowed.

END 02220.

DIVISION 2 - SITEWORK Section 02224 Cured-in-Place Pipe Lining

1. GENERAL

1.01. WORK INCLUDES

- A. The work to be performed under this section of specifications shall include all labor, materials, equipment and transportation necessary for the reconstruction of existing pipelines and conduits by the installation of cured-in-place pipe (CIPP). A CIPP is formed by the insertion of a resin impregnated, flexible tube which is inverted into the existing conduit by use of hydrostatic head or air pressure. The resign is cured by circulating hot water or introducing controlled steam within the tube. The finished product is a joint less, structural pipe that is formed to the existing pipe. Each section of lining shall have 2 hydrophilic bands installed on each end at the manhole connection.
- B. Installation of the pipe liner in accordance with ASTM D1743 (Rehabilitation of Pipelines by Pulled-in-Place Installation of a Cured-in-Place Thermosetting Resin Pipe) is an acceptable installation method in this project. Pre and post-installation videos must be provided by the Contractor.

1.02. REFERENCED DOCUMENTS

A. This specification references American Society for Testing and Materials (ASTM) F1216, D5813, ASTM D790, National Association of Sewer Service Companies (NASSCO), and American Water Works Association (AWWA) standards which are made part hereof by such reference, and shall be the latest edition and revision thereof. If there is a conflict between these standards and this specification, this specification will govern.

2. PRODUCTS

2.01. MATERIALS

- A. The tube should consist of one or more layers of flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system used. The material should be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube should be plastic coated with a material that is compatible with the resin system used. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowance should be made for circumferential stretching during inversion.
- B. The resin used shall be a thermoses resin system that is compatible with the cured-in- place pipe installation. The resin shall be able to cure in the presence of

water and the initiation temperature for cure shall be less than 180 F.

C. The CIPP system shall have the minimum structural properties given

below: CIPP STRUCTURAL PROPERTIES*

PROPERTY	ASTM TEST METHOD	MIN. VALUE
Flexural Strength	D790	4,500 psi
Flexural Modulus	D790	250,000 psi

*Values are for Field Inspection

- D. CIPP Field Samples to verify physical properties, the manufacturer shall submit a minimum of 15 test results from previous field installations of the same resin system and tube materials as proposed for the actual installation.
- E. The wall color of the interior pipe surface of the CIPP after installation shall not be of a dark or non-reflective nature that could inhibit proper closed circuit televisioninspection.
- F. The bond between all CIPP layers shall be strong and uniform. All layers, after cure, shall be completely saturated with resin.
- G. Each CIPP section between manholes shall have 2 hydrophilic bands installed on each to ensure a watertight seal.

2.02. DESIGN PARAMETERS

A. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 2.01 and in accordance with the guidelines in the appendix of ASTM F1216, with the following design parameters (for fully deteriorated pipe condition):

Design Safety Factor	2.0
Reduction Factor for Long-Term Effects	
(Applied to flexural modulus)	50%
Ovality*	2%
Enhancement Factor, K	7.0
Groundwater Depth (above invert)	2/3 of Soil Depth ft.
Soil Depth (above crown)*	15 ft.
Soil Modulus**	700 psi
Soil Density	120 pcf
Live Load**	AASHTO H20
Design Condition (partially or fully deteriorated	Fully

* Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be as fully or partially deteriorated. For this project the host pipe is fully deteriorated, and the wall thickness shall be taken from Table 1.

- B. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness.
- C. Table 1 provides computes CIPP wall thickness for two design conditions.

TABLE 1

FULLY DETERIORATED DESIGN

Thickness

		lus 400,000 psi		ulus 250,000 psi
<u>Size</u>	Depth up to 10'	Depth up to 15'	<u>Depth up to</u>	Depth up to 15'
			10'	
24"	0.413"	0.472"(12mm)	0.472"(12mm)	0.531"(13.5m
	(10.5mm)			m)
15"	0.275" (7.0mm)	0.330"(8.4mm)	0.310"(7.9mm)	0.380"(9.7mm)
12"	0.227" (5.8mm)	0.275"(7.0mm)	0.265"(6.7mm)	0.322"(8.2mm)
10"	0.193" (4.9mm)	0.232"(5.9mm)	0.226"(5.7mm)	0.272"(6.9mm)
8"	0.159" (4.0mm)	0.189"(4.8mm)	0.187"(4.7mm)	0.221"(5.6mm)
6"	0.177" (4.5mm)	0.177"(4.5mm)		0.177"(4.5mm)

FD Design thickness based on:

- A. 50% long-term reduction in Flexural Modulus (Minimum 25,000 psi)
- B. Safety factor of 2
- C. Flexural strength 4,500 psi
- D. Ovality factor 3%
- E. Groundwater depth 2/3 of soil depth
- F. Soil density 120 lb./cu. ft.
- G. Soil modulus 700 psi

H. Live load - residential street wheel load of 4,000 lb.

3. EXECUTION

3.01. INSTALLATION

- A. Cleaning and Inspection
 - 1. Prior to any cleaning or inspection all home and business owners affected by the project shall have a minimum of 24 hours' notice of the proposed work.
 - 2. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with local, state, or federal safety regulations.
 - 3. All internal debris must be removed from the original pipeline. Gravity pipes should be cleaned with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment (see NASSCO recommended Specifications for Sewer Collection System Rehabilitation). Pressure pipelines must be cleaned with cable-attached devices or fluid-propelled devices as shown in AWWA Manual on Cleaning and Lining Water Mains, M28.
 - 4. Inspection of pipelines must be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television or man entry. The interior of the pipeline must be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than 40%. These conditions must be noted and corrected.
 - 5. The original pipeline must be clear of obstructions such as solids, dropped joints, protruding service connections, crushed or collapsed pipe, roots, and reductions in the cross-sectional area of more than 20% that will prevent the insertion of the resin impregnated tube. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation should be made to uncover and remove or repair the obstruction. The Engineer must see the preinstalled condition of the sewer pipe to be lined before lining will be allowed.
- B. Resin Impregnation
 - 1. The tube must be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used must be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume must be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. A roller system shall be used to uniformly distribute the resin throughout the tube.
 - 2. The Installer shall designate a location where the CIPP will be vacuum

impregnated prior to installation. The Installer shall allow the OWNER'S representative to inspect the materials and procedures used to vacuum impregnate the tube.

- C. Bypassing
 - 1. If bypassing of the flow is required around the sections of pipe designated for reconstruction, the bypass should be made by plugging the line at a point upstream of the pipe to be reconstructed and pumping the flow to a downstream point or adjacent system. The pump and bypass lines must be of adequate capacity and size to handle the flow. Services within this reach will be temporarily out of service. Bypassing of the flow shall be incidental to the contract price.
 - 2. Bypass pumping in other areas is at the Contractor's discretion. The Contractor is required to prevent backups into resident's homes. Any damage to resident's homes or landscape during any phase of the work is the Contractor's responsibility to repair to the satisfaction of the homeowner and Engineer, at no cost to the Owner or homeowner.
 - 3. The Contractor shall post public advisory services as required to notify all parties whose service laterals will be out of commission and to advise against water usage until the mainline is back in service. No resident's sewer services shall be out of order for more than 8 hours.
- D. Installation of CIPP
 - 1. The wet-out tube should be inserted through an existing manhole or other approved access by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated manhole or termination point. The tube should be inserted into the vertical inversion standpipe with the impermeable plastic membrane side out. At the lower end of the inversion standpipe, the tube should be turned inside out and attached to the standpipe so that a leak-proof seal is created. The inversion head should be adjusted to be of sufficient height to cause the impregnated tube to invert from point of inversion to point of termination and hold the tube tight to the pipe wall, producing dimples at side connections. Care should be taken during the inversion so as not to overstress the felt fiber.
 - 2. The wet-out tube should be inserted through an existing manhole or other approved access by means of an inversion process and the application of air pressure sufficient to fully extend it to the next designated manhole or termination point. The tube should be connected by an attachment at the upper end of the guide chute so that a leak-proof seal is created and with the impermeable plastic membranes side out. As the tube enters the guide chute, the tube should be turned inside out. The inversion air pressure should be adjusted to be of sufficient pressure to cause the impregnated

tube to invert from point of inversion to point of termination and hold the tube tight to the pipe wall, producing dimples at side connections. Care should be taken during the inversion so as not to overstress the woven and nonwoven materials.

- 3. Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length.
- 4. Before the installation begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed.
- 5. The existing conduit shall be dewatered for any CIPP installation that does not use an inversion method to expand the tube against the pipe wall.
- 6. The use of a lubricant during inversion is recommended to reduce friction. This lubricant must be poured into the water in the down tube or applied directly to the tube or inflation bladder. Lubricant shall not be used in process where impermeable coatings are perforated prior to tube installation. The lubricant used must be a nontoxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.
- E. Curing
 - 1. After installation is completed, suitable heat source and water recirculation equipment is required to circulate heated water throughout the pipe. The equipment must be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to affect a cure of the resin. Water temperature in the line during the cure period should be as recommended by the resin manufacturer and the process licensor, if applicable.
 - a. The heat source must be fitted with suitable monitors to gage the temperature of the incoming and outgoing water supply. Another such gage should be placed inside the impregnated tube at the termination to determine the temperatures at the far end during cure.
 - b. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exothermic or cure in the resin. After initial cure is reached, the temperature should be

raised to the post-cure temperature recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer and process licensor, during which time the recirculation of the water and cycling of the boiler to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

- 2. After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe. The equipment should be capable of delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to affect a cure of the resin. The temperature in the line during the cure period should be as recommended by the resin manufacturer.
 - a. The steam-generating equipment should be fitted with a suitable monitor to gage the temperature of the outgoing steam. The temperature of the resin being cured should be monitored by placing gages between the impregnated tube and the existing pipe at both ends to determine the temperature during cure.
 - b. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to post-cure temperatures recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
- 3. As required by the purchase agreement, the estimated maximum and minimum pressure required to hold the flexible tube tight against the existing conduit during the curing process should be provided by the seller and shall be increased to include consideration of the external ground water, if present. Once the cure has started and dimpling for laterals is completed, the required pressures should be maintained until the cure has been completed. For water or steam, the pressure should be maintained within the estimated maximum and minimum pressure during the curing process. If the steam pressure of hydrostatic head drops below the recommended minimum during the cure, the CIPP should be inspected for lifts or delamination's and evaluated for this ability to fully meet the applicable requirements of this specification.

F. Cool-Down

- 1. The new pipe should be cooled to a temperature below 100°F (38°C) below relieving the static head in the inversion standpipe. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe to replace water being drained from a small hole made in the downstream end. Care should be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed pipe.
- 2. The new pipe should be cooled to a temperature below 113°F (45°C) below relieving the internal pressure within the section. Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end. Care should be taken in the release of the air pressure so that a vacuum will not be developed that could damage the newly installed pipe.
- G. Inflation Bladder Removal
 - 1. For pulled-in place installation techniques where the inflation bladder is designed to not bond to the CIPP, all portions of the bladder material must be removed from the CIPP. If the inflation bladder is intended to remain, it must be independently wet out, prior to inversion.
- H. Workmanship
 - 1. The finished pipe should be continuous over the entire length of an installation run and be free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the CIPP in these areas.
 - 2. If the CIPP does not fit tightly against the original pipe at its termination point(s), the space between the pipes should be sealed by filling with a resin mixture compatible with the CIPP. No additional compensation will be allowed.
- I. Service Connections
 - 1. After the new pipe has been cured in place, the existing active service connections must be reconnected. This should generally be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a remote-control cutting device. The Contractor shall certify he has a minimum of two (2) complete working cutter units plus spare key components on the site before each inversion.
 - 2. The coupon resulting from each service reconnection shall be removed from the sewer and disposed of properly. If parts of the liner (i.e. coupons)

remain in the sewer system and damage any component of the sewer system, such as a pump, the contractor will be responsible for repairing the damaged components to the satisfaction of the City and the Engineer.

- J. Public Notification The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:
 - 1. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.
 - 2. Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.
- K. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

3.02. INSPECTION

- A. For each inversion length designated by the OWNER in the contract documents or purchase order, one CIPP sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. In areas with limited space and larger diameter pipes, the other sampling method (Flat Plat as specified in 8.12 of ASTM F1216) shall be used.
- B. The sample should be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and also for tensile testing, if applicable. The full CIPP sample wall thickness shall be tested, whenever possible. If the sample is irregular, distorted, or of such thickness that proper testing is inhibited, then the wall thickness shall be machined away from the inside pipe face of the sample only. Otherwise a new sample shall be cut from the installed pipe.
- C. For specimens greater than 1/2 in (12.70 mm) in depth, the width-to-depth ratio of the specimen shall be increased a minimum of 1:1.
- D. Test specimens shall be oriented on the testing machine with the interior surface of the CIPP in tension. The following test procedures should be followed after the sample is cured and removed.
 - Flexural (Bending) Properties The initial tangent flexural modulus of 02224 Cured-in-Place Pipe Lining-9

elasticity and flexural stress must be measured for gravity pipe applications in accordance with Test Method D790, Test Method I -Procedure A, and should met the requirements of Table 1 of Section 2 as utilized for thickness determination.

- 2. Tensile Properties The tensile strength should be measured for pressure pipe applications in accordance with Test Method D 638 and must meet the requirements of Section 3.3.
- E. The sewer lining Contractor shall provide to the City a post-installation video tape of all sewers lined. The post-installation video must clearly show each sewer service lateral to ensure the sewer services have been fully opened.

3.03. CLEAN-UP

A. Upon acceptance of the installation, the Installer shall reinstate, to original conditions, the project area affected by the operations.

3.04. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- A. The OWNER invites and encourages competition on all pipeline reconstruction projects. However, the OWNER must be assured that all pipeline reconstruction products installed in the OWNER'S system are of good quality, manufacturers of such products are reputable and financially sound; the installers of such products are competent and experienced. The OWNER has therefore established these standards for product quality, manufacturer soundness and integrity, and installed expertise and experience.
- B. All pipeline reconstruction products (the "Product"), manufacturers of major Product components (the "Manufacturer") and installers of such Products (the Installer") must be qualified as Commercially Acceptable or New. Submit qualifications with the bid. To be considered Commercially Acceptable, the Product, Manufacturer, and Installer must demonstrate, full compliance with the requirements in Section D, Requirements for Qualification as Commercially Acceptable. Products, Manufacturers, and Installers deemed Commercially Acceptable will be allowed to bid as specified.
- C. If a Product, Manufacturer, or Installer cannot qualify as Commercially Acceptable, consideration for bidding on a limited basis is allowed provided that such Product, Manufacturer, or Installer has qualified as New. In order to qualify for this status, such Product, Manufacturer, or Installer must demonstrate full compliance with Section 2, Requirements for Qualification as New Product, New Manufacturer, or New Installer.
- D. The OWNER recognized that certain combinations of Product, Manufacturer, and Installer may result in various degrees of acceptability. For example, a Commercially Acceptable Manufacturer and installer may propose a New Product,

or a Commercially Acceptable Product and Manufacturer may be proposed by a New Installer. Such situations can be accommodated by these pre-qualification requirements, although with limited participation.

- E. Under no circumstances will a Product, Manufacturer, or Installer be allowed to bid unless each is deemed Commercially Acceptable or New. All data submitted for the Qualification process must demonstrate, to the satisfaction of the OWNER or OWNER'S Engineer, full compliance with all applicable items.
 - 1. Requirements for Qualification as Commercially Acceptable
 - a. In order to be considered Commercially Acceptable, the Product, Manufacturer, and installed must each demonstrate, to the OWNER'S satisfaction, compliance with the following requirements:
 - i. For a "Product" to be considered Commercially Acceptable, a minimum of 100,000 feet or 100-line sections of successful wastewater collection system installation in the U.S. must be documented to assure commercial viability. The Product must be shown to comply with the requirements as listed in Sections 3, 4, 5, and 6.
 - For a "Manufacturer" to be considered Commercially ii. Acceptable, that Manufacturer must have produced continuously for at least three years, the materials for a Commercially Acceptable Product (as defined in 1 above). For purposes of determining Manufacturer qualification, the Commercially Acceptable Product may be the proposed rehabilitation materials to the OWNER, or it may be some other pipeline rehabilitation method using a Commercially Acceptable Product. The Manufacturer must be able to demonstrate sufficient in-house engineering support and manufacturing quality control. Furthermore, to insure the long- term protection of the OWNER, the Manufacturer shall submit two years audited financial data and must be financially sound by generally acceptable accounting principles. In addition, the Manufacturer must be shown to comply with the requirements as listed in Section 5.
 - iii. For an "Installer" to be considered as Commercially Acceptable, the Installer must satisfy all insurance, financial, and bonding requirements of the OWNER. In addition, the installer must have successfully installed at least 20,000 feet of the Product in wastewater collection system installations. In addition, the Installer must certify that the Installation of the Product will be done in accordance with Manufacturer's recommended procedures as detailed in Section 6.

- iv. The Manufacturer and/or Installer has submitted, upon request by the OWNER or the OWNER'S Engineer, responses to the information required in Section 6 which are, in the sole opinion of the OWNER and the OWNER'S Engineer, acceptable, responsive and provide satisfactory proof of these qualification requirements.
- 2. Requirements for Qualification as a New Product, Manufacturer or Installer.
 - a. If a Product, Manufacturer, or Installer cannot qualify as Commercially Acceptable (as defined in Section 1 above), that Product, Manufacturer, or Installer may still qualify as New, and as such, may still be allowed to participate, on a limits basis, in pipeline reconstruction projects for the OWNER. In order to be qualified as New, the following requirements must be met:
 - i. Requirements for New "Products"
 - 1. In order for any Product that is not Commercially Acceptable to be qualified as a New Product, the Manufacturer and/or Installer of that Product must be willing to install a test section of 300 feet, minimum, under the supervision of the OWNER'S inspector for review by the appropriate OWNER officials. This test section will be at no charge to the OWNER and will be used to evaluate installation, trauma, product performance, public disruption and compatibility the OWNER'S current standards with and requirements. This requirement may be waived by the OWNER, at the OWNER'S sole discretion, in the event the Product is offered by a Commercially Acceptable Manufacturer and a Commercially Acceptable Installer.
 - 2. To evaluate the test section, the following criteria have been established:
 - a. The post-video tape will be reviewed to ensure that the finished pipe has no reverse curvature, flat spots or other shape irregularities that were not present in the host pipe and that no infiltration is observed.
 - b. Dimples must be visible for internal reinstatement of services.
 - c. Conduct leakage test as per ASTM F1216 or

ASTM F1417.

- d. Evaluate level of disruption (time limits, surface disturbance, etc.).
- e. A section of the pipe shall be excavated and removed with the following tests performed:
 - i. Verify design thickness in accordance with this specification in accordance with ASTM D3567.
 - ii. Verify design physical properties in accordance with ASTM D790.
 - iii. Measure pipe stiffens (minimum of three (3) samples) in accordance with ASTM D2412 and compare to calculations for pipe stiffness.
 - iv. Evaluate chemical resistance in accordance with ASTM F1216 and D5813.
 - v. For fiberglass reinforced products, conduct stain corrosion testing in accordance with ASTM D3681 without failure in 18 samples when exposed to 1.0 N sulfuric acid at the following strain levels for the time periods shown:

HOUR's # OF SAMPLES MIN STRAIN %

10	4	0.72
100	5	0.69
1,000	5	0.67
10,000	4	0.64

- ii. Requirements for New "Manufacturers"
 - 1. The Manufacturer must be able to demonstrate sufficient in-house engineering support and manufacturing quality control. Furthermore, to insure the long-term protection of the OWNER, the Manufacturer shall submit three years audited financial data and must be financially sound by generally accepted accounting principles. In addition, the Manufacturer must be shown to comply with the requirements as listed in Section 5.

02224 Cured-in-Place Pipe Lining-13

- iii. Requirements for New "Installers"
 - 1. The Installer must satisfy all insurance, financial, and bonding requirements of the OWNER, and must have at least 3 years active experience in the pipeline reconstruction field or related fields. In addition, the Installer must show compliance with Section 6.
- iv. General Requirements and Limitations.
 - 1. For any New Product, New Manufacturer or New Installer, the OWNER will not permit the installation, during any 12-month period, of more than 3% of the total footage of the New Product that has been Installed and accepted in similar applications in the United States. Documentation of installation footage must be provided using the attached Installation Reference Form. In addition, any New Product will not be installed in critical or socially sensitive sewers, as determined by the OWNER, until three years of successful service in the OWNER'S Wastewater Collection System is completed. If the New Product is to be furnished by a Commercially Acceptable Manufacturer and Installer, this limitation will be dropped after the New Product (supplied by the same Manufacturer and Installer) has been in service in the OWNER'S system for at least one year.
- 3. "Product" Performance
 - a. No product will be allowed to be bid or installed without submittal of test data supporting the following product performance requirements. Product samples used for testing shall be similar to those proposed for installation. Test samples shall be prepared so as to simulate installation methods and trauma of the product.
 - i. Chemical resistance Tests shall be conducted in accordance with ASTM F1216, and meet the minimum guidelines listed therein.Long-term properties Tests to confirm 50-year design values shall be conducted in accordance with ASTM D2990. As an alternative, third party testing of a 10,000 hour external loading test, conducted in a wet environment to simulate field conditions, can be used to verify long-term design values.

- ii. Flow characteristics The in-service Product shall provide full flow capacity equal to at least 100% of the host pipe's original capacity. Manufacturer or Installer shall provide at least one in- ground flow test, verified by a third party, which measures flow characteristics of the product in unclean, in-service sewers.
- iii. Infiltration reduction The in-service Product shall verify by third party testing, significant reductions in I/I within the mainline sewer pipe, on three projects totaling at least 5,000 L.F. each.
- iv. Strain-corrosion testing Glass fiber reinforced products shall submit strain corrosion test data performed in accordance with ASTM D3681 without failure in 18 samples when exposed to 1.0 N sulfuric acid at the following strain levels for the time periods shown:

HOUR's	<u># OF SAMPLES</u>	MIN STRAIN %
10	4	0.72
100	5	0.69
1,000	5	0.67
10,000	4	0.64

- v. External hydrostatic pressure testing Third party testing of external hydrostatic loading capacity of at least ten (10) restrained pile samples to verify design techniques.
- vi. Soil loading Third party soil cell testing of the product to demonstrate structural capacity and verify design techniques.
- 4. Design Analysis
 - a. The design method used for the product must be submitted for review and approval. Physical properties used in design equations must be validated by independent testing of product samples from ten previous projects. Physical values derived from laboratory samples will not be allowed.
 - b. Any product that claims or requires bonding to the existing pipe must be installed in fully-operating pipe of at least 200 feet. This installation will be at the cost of the Manufacturer and/or Installer. The test pipe will be chosen by the OWNER or OWNER'S Engineer. Once installed, a minimum of five 10-ft. sections will be chosen at random and excavated. A suitable impact instrument will be used to crack the host pipe. Complete bonding between the new pipe and the host pipe must be evident. If any areas of incomplete bonding exist,

02224 Cured-in-Place Pipe Lining-15

the product will be rejected. In the case of failure, the entire test section will be excavated, the old lined pipe removed and discarded, and a new pipe of the Engineer's choice will be installed. The manufacturer and/or installer will be responsible for the entire cost of this test regardless of the outcome.

- 5. Manufacturing and Quality Control
 - a. Detailed information describing the method of manufacturing and the final composition of the rehabilitation materials shall be provided. This information must also include descriptions of any major components not directly provided by the Manufacturer.
 - b. Documentation shall be submitted as to country of manufacture of all components used to produce the final installed product.
 - c. Detailed quality control procedures for rehabilitation materials, manufacturing and installation shall be submitted. This shall include inspection requirements, testing procedures, and allowable manufacturing tolerance levels.
 - d. All related ASTM standard, or any nationally recognized standards, for product manufacturing must be submitted.
- 6. Installation
 - a. An itemized list detailing the installation procedures shall be submitted. This shall include estimated times for each task, lateral reinstatement methods, the number of required excavations and any other items unique to each process.
 - b. Installer shall submit evidence of being trained to install the Product.
 - c. All related ASTM standards, or any nationally recognized standards, for installation of the product shall be submitted.
 - d. Detailed procedures shall be submitted for repairing the products in the event of failure or future damage. These procedures should not require specialized training and/or equipment for the OWNER'S maintenance crews.
 - e. Detailed procedures shall be submitted for future tapping of service connections into the product. The procedures should not require specialized training and/or equipment for the OWNER'S maintenance crews.
 - f. The sewer lining Contractor shall provide to the City a pre-installation and a post-installation video tape of all sewers lined. The preinstallation video must be viewed by the Engineer or engineer's

representative prior to commencement of any lining to ensure all debris (i.e. roots, sediment) is removed from the sewer prior to lining. The post-installation video must clearly show each sewer service lateral to ensure the sewer services have been fully opened.

- 7. Payment
 - a. Cured in place pipe shall be paid for at the contract unit price per lineal foot of pipe installed. Included shall be all labor, equipment and materials necessary to complete the installation of the pipe.

END 02224.

DIVISION 2 - SITE WORK Section 02505 - Manholes

1. GENERAL

1.01. WORK INCLUDES

A. Contractor provide manholes on sewage collection lines as specified herein and as indicated on drawings.

1.02. RELATED WORK

- A. Specified elsewhere:
 - 1. 00050 Standard Documents for Construction.
 - 2. 02220 Structure Excavation, Backfilling & Compacting.
 - 3. Respective specification sections.

1.03. QUALITY ASSURANCE

- A. Precast concrete manhole sections shall be supplied by manufacturer/source approved by IDOT for precast concrete products.
- B. Reference specifications:
 - 1. In accord with 00050.
 - a. Standard R&B Specifications.
 - b. Standard W&S Specifications.
- C. All iron castings shall be "American-manufactured".

2. PRODUCTS

2.01. MATERIALS

- A. All concrete shall be IDOT standard.
- B. Precast reinforced concrete manhole section in accord with ASTM C-478.
 - 1. Precast base sections shall be pre-fitted with gasketed connection joint (elastomeric seal, o-ring configuration), in accord with ASTM C-923.

- 2. The flow channel through all manholes shall be made to conform in shape and slope to that of the sewers. Provide a bench with minimum slope of 2 inches per ft.
- C. Joint seals, butyl rubber.
- D. Steps shall be polypropylene coated steel reinforcing rods.
- E. Frame and lid shall be ASTM A-35 gray iron or ductile iron in accord with Article 1006.14 and Article 1006.15 respectively of R&B Specifications, and:
 - 1. Self-sealing with concealed pick opening.
 - 2. Minimum 24 inch clear inside opening.
 - 3. Acceptable products:
 - a. East Jordan E.J. 1045Z or 1046Z frame with 1040 AGS gasket seal cover.
 - b. Neenah R-1642 frame with R-1642 Type B with gasket seal cover.
 - c. Or equal.
 - 4. Stamp identification lettering "SANITARY SEWER" in lid.
 - 5. Lid lifter.
 - a. Provide 2 each from manufacturer of lid.
- F. Waterproof exterior joints and all exterior wall surfaces of manholes with bitumastic material. Set frames for lids in bitumastic material bedding.

3. EXECUTION

3.01. PREPARATION

- A. Provide excavation in accord with 02220.
- B. Align to fit and connect with sewage collection lines.

3.02. INSTALLATION

- A. Install in accord with Section 32.3 of Standard W&S Specifications.
- B. Make piping connections in manner to minimize leakage.
- C. Waterproof exterior joints and all exterior wall surfaces of manholes, including bedding for frame for lid, with bitumastic material.

D. Completely fill and plug lifting holes with mortar or concrete, and seal with bitumastic material.

3.03. ADJUST & CLEAN

- A. Adjust frames and grates:
 - 1. In roadways: to match finished road surface.
 - 2. In earthen areas to be 1.5 inch, plus or minus 0.5 inch above finish grade, unless shown otherwise on drawings.
- B. Clean interior and remove dirt and debris.

END 02505.

City of Highland



MEMO TO: Christopher Conrad, City Manager

- FROM: Joe Gillespie, Director of Public Works
- **DATE:** June 27, 2025

SUBJECT: Street Resurfacing 2025, PW-07-25 Notice of Municipal Letting

RECOMMENDATION

I recommend you request council approval to advertise the Notice of Municipal Letting for the Street Resurfacing project. The proposed bidding documents are attached for review.

DISCUSSION

The project will resurface the following streets:

- 7th Street from Washington Street to Poplar Street
- 9th Street from Mulberry Street to Poplar Street
- Poplar Street from Broadway to Lindenthal Ave.
- Lemon Street from 14th Street to Lindenthal Ave.

The work consists of milling the existing asphalt surface and replacing it with new hot-mix asphalt. These streets were last overlayed in the late 1990s.

FISCAL IMPACT

The project is funded with Non Home Rule Sales Tax funds.

CONCURRENCE

Recommended by: oe Gillespie, Director of Public Works Approved by: Christopher Conrad, City Manager



COVER	SHEET	
Proposal Submitted By: Contractor's Name]	
Contractor's Address	City	State Zip Code
STATE OF ILLINOIS Local Public Agency City of Highland Route(s) (Street/Road Name) 7th, 9th, Lemon, & Poplar Street Resurfacing, PW-07-25 Proposal Only Proposal and Plans Proposal only, plans Submitted/Approved For Local Public Agency:	5 Cit	Section Number NA De of Funds
For a County and Road District Project Submitted/Approved Highway Commissioner Signature & Date Submitted/Approved County Engineer/Superintendent of Highways Signature & Date	Submitted/Ap Signature & Date Official Title Mayor Department o	oproved/Passed

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Lo	cal Public Agency	County	Section Number	Route(s) (Str	reet/Road Name)
Ci	ity of Highland	Madison	NA	7th, 9th, L	emon, & Poplar Stre
			TICE TO BIDDERS		
Se	aled proposals for the project	described below will be recei	ived at the office of City of Highla	nd City Hall Name of O	ffice
11	15 Broadway, Highland,	IL 62249	un		on
		Address		Time	Date
Se	aled proposals will be opened	and read publicly at the offic	e of City of Highland City Hall	ame of Office	
11	15 Broadway, Highland,	IL 62249		at	on
		Address		Time	Date
1.0	nation	DESC	CRIPTION OF WORK		Project Length
	cation reet Resurfacing 2025, F		on and Poplar Streets)		8,495
L	oposed Improvement	W-01-20 (741, 541, E61			0,-100
St loc co	reet and from flag of cur cations to be designated ourse as indicated on the	b to flag of curb on Popl by City during construc drawings and specified	ace of curb to face of curb on ar Street, patching of existing tion, and application of 2-1/2 i herein.	concrete stre	eet in various
	Plans and proposal forms will				
1	urry & Associates Engine I3 East Elm Street, Nash				
2.	Prequalification	n mar			
	triplicate, showing all uncom	pleted contracts awarded to	vithin 24 hours after the letting an "A them and all low bids pending award rding Authority and two originals with	d for Federal, St	ate, County, Municipal
3.		erves the right to waive techni ements and Conditions for C	icalities and to reject any or all propo ontract Proposals.	osals as provide	d in BLRS Special
4.	 a. Local Public Agency Fo b. Schedule of Prices (BLf c. Proposal Bid Bond (BLF 	R 12230) (if applicable)		h Fodoral funda	N
	 d. Apprenticeship or Traini e. Affidavit of Illinois Busin 	ess Office (BLR 12326) (do r	not use for project with Federal funds	s))
5.	will be made only for the act	ual quantities of work perform	nate and are prepared for the compa ned and accepted or materials furnis be furnished may be increased, dec	hed according t	o the contract. The
6.	for the performance of work. in depth examination. The Av	The bidder will be responsib	arranty the bidder has examined the le for all errors in the proposal result ase, be responsible for any costs, e the bidder.	ting from failure	or neglect to conduct an
7.			on in the proposal and advertised co		
8.	Awarding Agency and the bl	ank spaces on the envelope innished by the Awarding Auti	y, each proposal should be submitte shall be filled in correctly to clearly ir hority is used, it shall be marked to c varding Authority at the address and	ndicate its conte clearly indicate it	nts. When an envelope ts contents. When sent

received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals

Ci	ty of Highland	Madison	NA	7th, 9th, Lemon, & Poplar Stre			
			PROPOSAL				
1.	Proposal of		Contractor's Name				
			Contractor o Hamo				
		(Contractor's Address				
2.	The plans for the proposed work are those prepared by Curry & Associates Engineers, Inc.						
	and approved by the Depart	ment of Transportation on <u>N</u>	A				
3.		Bridge Construction" and th		nsportation and designated as "Standard ations and Recurring Special Provisions" thereto,			
4.		accept, as part of the contra is" contained in this proposa		Provisions indicated on the "Check Sheet for			
5.	The undersigned agrees to is granted in accordance wi	complete the work within $\underline{30}$ th the specifications.) working days	or by unless additional tim			
6.	the award. When a contract	execute a contract and con	oposal guaranty check will I	ired to deposit a contract bond for the full amount be held in lieu thereof. If this proposal is accepted hereby agreed that the Bid Bond of check shall b			
7.	the unit price multiplied by t	he quantity, the unit price sh	all govern. If a unit price is	or if there is a discrepancy between the products s omitted, the total price will be divided by the either a unit price nor a total price is shown.			
8.	The undersigned submits he	erewith the schedule of price	s on BLR 12201 covering t	the work to be performed under this contract.			
9.	The undersigned further age shall be in accordance with below.	rees that if awarded the cont the requirements of each inc	ract for the sections contair lividual proposal for the mu	ned in the combinations on BLR 12201, the work ultiple bid specified in the Schedule for Multiple Bio			
10.	A proposal guaranty in the	proper amount, as specified	in BLRS Special Provision	for Bidding Requirements and Conditions for			
	Contract Proposals, will be			osal guaranty. Accompanying this proposal is eith			
		epartment form BLR 12230 c		ck, complying with the specifications, made payab			
	to:		Treasurer of City of High				
	The amount of the check is						
		Attach Cashier	s Check or Certified Chec	ck Here			
	sum of the proposal guarar	sal guaranty check is intend nties which would be required sal, state below where it ma	d for each individual bid pro	d proposals, the amount must be equal to the oposal. If the proposal guaranty check is			
	The proposal guaranty che	ck will be found in the bid pro	oposal for: Section Numbe	ər <u>NA</u> .			
L							

Section Number

County

Route(s) (Street/Road Name)

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Local Public Agency

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Highland	Madison	NA	7th, 9th, Lemon, & Poplar Stree

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. Debt Delinquency. The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. Bid-Rigging or Bid Rotating. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. Bribery. The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Highland	Madison	NA	7th, 9th, Lemon, & Poplar Stree
	S	IGNATURES	
(If an individual)		Bidder Signature & Date	
		Business Address	
		City	State Zip Code
		Firm Name	
(If a partnership)			
		Signature & Date	
		Title	
		Business Address	
		City	State Zip Code
Insert the Names and Addre	esses of all Partners		
(If a corporation)		Corporate Name	
		Signature & Date	
		Title	
		Business Address	
		City	State Zip Code
][]
	Insert Names of Officers	President	

Attest:	
	A

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Secretary

Secretary

Treasurer

City of Highland, Illinois Notice of Municipal Letting Street Resurfacing 2025, PW-07-25 (7th Street, 9th Street, Lemon Street and Poplar Street)

The City of Highland, Illinois, invites sealed bids for the Street Resurfacing 2025, PW-07-25, to be received at City Hall, 1115 Broadway, Highland, Illinois, until (Day), (Date), at (Time). At that time, bids will be publicly opened and read.

Description of Work: Milling/Removal of existing asphalt surface from face of curb to face of curb or flag of curb to flag of curb, patching of existing concrete street in various locations as designated by the City, and application of 2-1/2 inch hot-mix asphalt surface course.

Conditional or qualified bids will not be accepted.

Give special attention to and comply with project insurance and bonding requirements.

The contract and bidding documents may be examined at the following locations:

City of Highland City Hall, 1115 Broadway, Highland, IL 62249 Curry & Associates Engineers, Inc., 243 E. Elm, Nashville, IL 62263 Southern Illinois Builders Assoc., 1468 Green Mount Road, O'Fallon, IL 62269

Copies of the contract and bidding documents for purpose of bidding may be obtained at the office of Curry & Associates Engineers, Inc. P.O. Box 246, 243 E. Elm, Nashville, IL 62263, (ph. 618-327-8841), upon non-refundable payment of \$100.00 for each set.

Each bid proposal shall be accompanied by a certified check or bid bond in the amount of at least five percent of the amount bid, drawn payable to the City of Highland as security for the proper execution of the contract.

Bids from partnerships or joint ventures will not be acceptable.

The OWNER reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in the best interest of the OWNER. Bids may not be withdrawn for a period of sixty (60) days after date of receiving and opening bids.

The project is a "Public Works Construction" Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

By the order of the Mayor and City Council





Contractor's Name				
Contractor's Address	City		Sta	e Zip Code
Local Public Agency		County	Section	Number
City of Highland		Madison	NA	
Route(s) (Street/Road Name)				

7th, 9th, Lemon, and Poplar Street Resurfacing 2025, PW-07-25

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total		

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	MOBILIZATION/DEMOBILIZAT	L.SUM	1		
2	MILLING (SURF REM), 2-1/2"	SQ. YD.	25,500		
3	PAVEMENT PATCH (ALLOW.)	SQ. YD.	1,275		
4	WATER VALVES ADJUSTED	EACH	10		
5	MANHOLE LIDS ADJUSTED	EACH	7		
6	TACK COAT, MILLED SURF.	POUND	11,500		
7	LEVEL BINDER (ALLOWANCE	TON	200		
8	HMA SURF., N50, "C", 2-1/2"	TON	3,570		
9	MATERIAL DISPOSAL	L. SUM	1		
10	TRAFFIC CONTROL & PROT.	L. SUM	1		
			Bi	dder's Total Proposal	

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- 3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Highland	Madison	NA	7th, 9th, Lemon, and Por

4. A bid may be declared unacceptable if neither a unit price or total price is shown.





Contractor's Name			
Contractor's Address	City		State Zip Code
Local Public Agency	J	County	Section Number
City of Highland		Madison	NA
Pouto(c) (Street/Pood Name)			

7th, 9th, Lemon, and Poplar Street Resurfacing 2025, PW-07-25

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total
Complitation retter		10(a)

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

items	Unit	Quantity	Unit Price	Total
MOBILIZATION/DEMOBILIZAT	L.SUM	1		
MILLING (SURF REM), 2-1/2"	SQ. YD.	25,500		
PAVEMENT PATCH (ALLOW.)	SQ. YD.	1,275		
WATER VALVES ADJUSTED	EACH	10		
MANHOLE LIDS ADJUSTED	EACH	7		
TACK COAT, MILLED SURF.	POUND	11,500		
LEVEL BINDER (ALLOWANCE	TON	200		
HMA SURF., N50, "C", 2-1/2"	TON	3,570		
MATERIAL DISPOSAL	L. SUM	1		
TRAFFIC CONTROL & PROT.	L. SUM	1		
				· · · · · · · · · · · · · · · · · · ·
	MOBILIZATION/DEMOBILIZAT MILLING (SURF REM), 2-1/2" PAVEMENT PATCH (ALLOW.) WATER VALVES ADJUSTED MANHOLE LIDS ADJUSTED TACK COAT, MILLED SURF. LEVEL BINDER (ALLOWANCE HMA SURF., N50, "C", 2-1/2" MATERIAL DISPOSAL	MOBILIZATION/DEMOBILIZATL.SUMMILLING (SURF REM), 2-1/2"SQ. YD.PAVEMENT PATCH (ALLOW.)SQ. YD.WATER VALVES ADJUSTEDEACHMANHOLE LIDS ADJUSTEDEACHTACK COAT, MILLED SURF.POUNDLEVEL BINDER (ALLOWANCETONHMA SURF., N50, "C", 2-1/2"TONMATERIAL DISPOSALL. SUM	MOBILIZATION/DEMOBILIZATL.SUM1MILLING (SURF REM), 2-1/2"SQ. YD.25,500PAVEMENT PATCH (ALLOW.)SQ. YD.1,275WATER VALVES ADJUSTEDEACH10MANHOLE LIDS ADJUSTEDEACH7TACK COAT, MILLED SURF.POUND11,500LEVEL BINDER (ALLOWANCETON200HMA SURF., N50, "C", 2-1/2"TON3,570MATERIAL DISPOSALL. SUM1TRAFFIC CONTROL & PROT.L. SUM1Image: Sum of the second	MOBILIZATION/DEMOBILIZATL.SUM1MILLING (SURF REM), 2-1/2"SQ. YD.25,500PAVEMENT PATCH (ALLOW.)SQ. YD.1,275WATER VALVES ADJUSTEDEACH10MANHOLE LIDS ADJUSTEDEACH7TACK COAT, MILLED SURF.POUND11,500LEVEL BINDER (ALLOWANCETON200HMA SURF., N50, "C", 2-1/2"TON3,570MATERIAL DISPOSALL. SUM1

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- 3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Highland	Madison	NA	7th, 9th, Lemon, and Por

4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
City of Highland	Madison	NA
WE.		as PRINCIPAL, and

as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this of

•	Day	Month and Year	Duin sin si	
Company N	lame		Principal	Company Name
Signature 8	Date			Signature & Date
By:			By:	
Title				Title
(If Principal is a	joint venture of two or more	contractors, the com	l pany name	s, and authorized signatures of each contractor must be
affixed.)			Surety	
Name of Su	irety			Signature of Attorney-in-Fact Signature & Date
			By:	
STATE OF				
COUNTY OF				
			_ , a Notary	Public in and for said county do hereby certify that
	(Insert r	names of individuals sig	ning on beha	If of PRINCIPAL & SURETY)
PRINCIPAL and	ersonally known to me to be I SURETY, appeared before heir free and voluntary act fo	me this day in perso	on and ackn	s are subscribed to the foregoing instrument on behalf of owledged respectively, that they signed and delivered said a set forth.
Given under my	hand and notarial seal this	d Day	ay of	Month and Year
				Notary Public Signature & Date
	(SEAL, if required by t	he LPA)		
				Date commission expires

Local Public Agency	County	Section Number
City of Highland	Madison	NA

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic	Rid	Bond	ID	Code
LICCUOINC	DIG	DOUG	10	OOUG

4 1		1 1		* 1
1 4	 	1	1 1	3 I
1 1	 	1 1		4 1
1 1	 	1 1	*	
1 3	 	1 1		
4 1	 	1 1		

Company/Bidder Name

Signature & Date

Title



Local Public Agency	County	Street Name/Road Name	Section Number
City of Highland	Madison	7th, 9th, Lemon & Poplar	NA

All contractors are required to complete the following certification

X For this contract proposal or for all bidding groups in this deliver and install proposal.

For the following deliver and install bidding groups in this material proposal.

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

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

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

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

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

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

Bidder		Signature & Date		
Title				
Address	City		State	Zip Code



Affidavit of Illinois Business Office

Local Public Agency	County	Str	eet Name/Road Name	Section Number
City of Highland	Madison	7t	h, 9th, Lemon & Poplar	NA
1	of			
Name of Affiant	``	Ci	ty of Affiant	State of Affiant
being first duly sworn upon oath, state as follows:				
1. That I am the	ol	F		
Officer or Position			Bidder	
2. That I have personal knowledge of the facts he	rein stated.			
3. That, if selected under the proposal described a	above,	Di	, wil	I maintain a business office in the
State of Illinois, which will be located in		County, Illi		
	County	Obdatty, an	1013.	
 That this business office will serve as the prima this proposal. 	ary place of em	nployment for a	any persons employed in the	construction contemplated by
5. That this Affidavit is given as a requirement of s	state law as pr			ocurement Code.
		5	ignature & Date	
				12 11 Julius Julius 1
		P	rint Name of Affiant	
Notary Public				
State of IL				
County				
Signed (or subscribed or attested) before me on	(date)	by		
				, authorized agent(s) of
(nam	e/s of person/s)			
Bidder				
			Notary Public Signat	uro 8 Data
(SEAL)			My commission expir	es
(3221)			÷ 1	,

INDEX

FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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Check Sheet for Recurring Special Provisions

	adison	NA
Check this box for lettings prior to 01/01/2024.		
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Local Public Agency	County	Section Number
City of Highland	Madison	NA

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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Local Public Agency	County	Section Number
City of Highland		NA

The following Special Provision 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", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

See attached Project Specific Special Provisions.

PROJECT SPECIFIC SPECIAL PROVISIONS

STREET RESURFACING 2025, PW-07-25

(7TH STREET, 9TH STREET, LEMON STREET & POPLAR STREET)

for the

CITY OF HIGHLAND,

MADISON COUNTY, ILLINOIS

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- LR107-4 INSURANCE
- LR SD13 REQUIRED COLD MILLED SURFACE TEXTURE
- CERTIFICATE OF COMPLIANCE WITH THE SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT
- CERTIFICATE THAT CONTRACTOR IS NOT BARRED FROM CONTRACTING WITH UNIT OF LOCAL GOVERNMENT BECAUSE OF CONVICTION OF AN OFFENSE RELATED TO BIDDING
- CERTIFICATE OF NON-DELINQUENCY OF TAX
- HOLD HARMLESS AND INDEMNITY AGREEMENT, CITY OF HIGHLAND, IL
- PREVAILING WAGE RATES MADISON COUNTY, IL POSTED 3/4/2024

DESCRIPTION OF WORK

The majority of the work consists of Milling, Patching and Resurfacing of 7th Street from Washington Street to Poplar Street, 9th Street from the City Power Plant Gate to Poplar Street, Lemon Street from Lindenthal Avenue to 14th Street, and Poplar Street from Lindenthal Avenue to Broadway. Milling includes removal of the existing street surface from face of curb to face of curb on 7th Street and Lemon Street as indicated in the special provision and from flag of curb from flag of curb on Poplar Street. Pavement patching includes removal of unsuitable concrete street material and replacement with high early strength Portland cement concrete. Resurfacing includes placement of level binder as needed to fill depressions, and placement of 2-1/2 inches of hot-mix asphalt surface mix as indicated herein.

TRAFFIC CONTROL PLAN

Schedule work to minimize disruption of traffic flow. City will permit daily street closures that would be limited to daily construction hours on 7th Street, 9th Street and Lemon Street. **Contractor shall keep one lane open to traffic at all times during construction on Poplar Street due to heavy traffic volumes.** No overnight closures will be permitted. Contractor shall give minimum 48 hour advance notice to all residents that would be affected by the street closure via flyers hand delivered to residents or by other methods approved by the City. City of Highland shall also be given a minimum 48 hour advance notice of all planned street closures. Traffic Control during construction shall be according to Highway Standards 701501 & 701901 and at the direction of the Engineer. Traffic Control Plan will be paid by the pay item TRAFFIC CONTROL & PROTECTION STANDARD 701501.

WORK SCHEDULE

All work on this project shall be completed in a manner that will result in the least possible disruption to traffic movements in the area of the work while still completing the project within the specified contract time. Coordinate with the City of Highland regarding work schedules and street closures. Contract completion time shall be 30 working days as indicated in the contract documents.

After award of the contract and prior to starting work, the Contractor shall submit to the City of Highland a work schedule which shall show the proposed sequence of work. Work shall not begin until this schedule is approved by the City of Highland.

AWARD OF CONTRACT AND ADDITIONS OR DELETIONS

If the Contract is awarded, it will be awarded by the City of Highland to the low, responsive, responsible Bidder on the basis of the lowest Base Bid. All Bids must be regular in every respect,

and no interlineations, excisions, or special conditions shall be made or included in or attached to the Bid form by the Bidder. If a Bidder does not comply with this provision, the Bid shall be rejected as being non-responsive. Owner reserves the right to reject any and all Bids, and to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder in unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

VARIATIONS IN ESTIMATED QUANTITIES

For items to be constructed on unit price basis, the quantities may be adjusted either upward or downward. The unit prices as bid may be adjusted either upward or downward if the actual quantities differ by more than twenty percent from the estimated quantities shown on the bid form. For quantity changes less than twenty percent of the amount shown on the bid form, the unit prices as bid shall apply.

Any adjustment to unit prices shall be at mutual approval of Owner and Contractor, via execution of a change order subject to approval of both parties.

This special provision shall apply only to quantity adjustments which may be made after contract award and issuance of the Notice to Proceed.

STATUS OF UTILITIES TO BE ADJUSTED

Name, Address and Contact for Utility	Type	Location	Estimated Date Relocation Completed
City of Highland 1113 Broadway Highland, IL 62249	Water/Sewer Manhole Lids Valve Boxes	Various	Contractor to provide adjustment as needed.

Attn: Randy Rinderer, Supervisor Water/Sewer Maintenance

The above represents the best information of the Engineer and is only included for the convenience of the bidder. The applicable provision of Articles 102, 105.07, and 107.31 of the Standard Specifications for Road and Bridge Construction and the special provision for "Cooperation with Utilities" shall apply.

If any utility adjustment has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

INSURANCE

In addition to requirements of the General Conditions, Contractors and Subcontractors shall purchase and maintain insurance in compliance with the following insurance requirements prior to commencement of any Work:

The Contractor is encouraged to closely review these insurance requirements with its insurance carrier, and if necessary, contact Jay Schubert with Dimond Bros. Insurance, 618-559-5260, to review prior to submitting a bid.

1. Builders Risk/Installation Floater "All Risk" Insurance Coverage (including without limitation, coverage for earthquake, flood, fire, water damage, collapse, malicious mischief, vandalism, sprinkler - water line - sewer line and other piping leakage, and all those perils included from time to time in the so-called "broad form extended coverage endorsement") shall be purchased and maintained by Contractor. Such insurance shall provide coverage for the full replacement value of loss or damage to the work and improvements which is the subject of the Construction Contract. Such insurance may have a deductible clause, not to exceed \$5,000., except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the project is located. Contractor shall be solely responsible for all deductible amounts of the losses or damages.

2. Compensation Insurance - Worker's Compensation Insurance for all of its employees employed at the site of the Project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations together with the minimum Employer's Liability Limit of \$500,000. In case any work is sublet, the Contractor shall require the Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees of Contractor or any Subcontractor engaged in Work under this Contract at the site of the Project is not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide all such employees with Employer's Liability Insurance for the protection of said employees.

3. (a) Commercial (Formerly known as Comprehensive) General Liability Insurance a Premises and Operations coverage insuring against claims and damages because of bodily injury and property damage in or about the Project site and/or related, directly or indirectly, to the Work, with a general aggregate limit of \$2,000,000. and Each Occurrence limit of \$1,000,000.

(b) Insurance Covering Special Hazards - The following special hazards shall be covered by the Contractor, whose work involves these hazards, by rider or endorsement to the Commercial General

Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove:

- (i) Blasting, Explosion, and Collapse and Underground Hazard.
- (ii) Damage to Underground Utilities.
- (iii) Trucking and Motor Vehicle Operations.
- (iv) Owner's Protective Liability Insurance. (Independent Contractor coverage.)
- (v) Products-Completed Operations Hazard.

(vi) Any other hazards involved in the Work to be performed under the Contract, which, in the opinion of the Owner and/or Engineer at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

(c) Coverage shall remain in effect for at least (2) two years after completion of work.

4. Comprehensive Auto Liability - Contractor shall purchase and maintain such coverage for all owned, non-owned and hired vehicles under control of the Contractor or its Subcontractors with the minimum limits of liability to be \$1,000,000. each person and \$1,000,000. each occurrence for Bodily Injury and \$1,000,000. each occurrence for Property Damage, commonly referred to as combined single limit of \$1,000,000.

5. Subcontractor's Insurance - The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Commercial General Liability. Subcontractors shall also be required to take out and maintain Auto Insurance in like amounts to that required of the Contractor on all vehicles operated by each Subcontractor on the site of the Work.

6. Waiver of Subrogation and Release - With respect to all insurance as required to be maintained by Contractor and/or Subcontractor as set forth hereinabove, Contractor hereby releases and waives, and shall cause all Subcontractors to release and waive, on behalf of themselves and their respective insurers, any and all rights of recovery against the Owner and Engineer, and their respective officials, directors, officers, employees, agents and representatives, for loss of or damage to Contractor or any Subcontractor or any third party to the extent that such loss or damage is insured against under any applicable insurance policy.

7. Owner's and Contractor's Protective (OCP) Liability Insurance - The Contractor shall purchase and maintain this coverage to cover claim demands, suits or judgements which the Owner or Engineer becomes obligated to pay as damages due to Bodily Injury or Property Damage caused by or arising out of operations performed under this contract by the Contractor. This insurance shall name the Owner and Engineer as named insureds on individual policies. The Limit of Liability on each policy shall be at least \$1,000,000 per occurrence. The Policy shall be issued by an insurance company which is authorized to do insurance business in the State of Illinois, which has a Best's rating of A- or better, and which is acceptable to the Owner. Originals shall be filed with the Owner prior to commencement of any work under this contract.

8. Insured Parties - All of the insurance policies required to be purchased and maintained by Contractor and any Subcontractors set forth hereinabove (except Worker's Compensation insurance) shall name Owner and Engineer as additional insureds.

9. Certificate of Insurance - Prior to commencement of any Work, the Contractor shall cause to be delivered to Owner and Engineer, for their review and approval, certificates of insurance from the insurers, evidencing that all of the above-described insurance has been obtained by Contractor and all Subcontractors. All of such certificates of insurance shall (i) specify that the respective insurance policies shall not be canceled, modified or amended without and until thirty (30) days advance written notice is issued to Owner and Engineer, (ii) contain a specific acknowledgment of this Agreement and in the case of the certificate for the commercial general liability insurance, a specific acknowledgement of the contractual liability indemnification obligations of the insurers herein, (iii) evidence that the Owner and Engineer are additional insureds on the respective policies, and (iv) evidence the coverage amounts, deductibles and limits of each policy.

10. Indemnity Agreement - To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend Owner and Engineer, and their respective agents and employees, from and against any and all claims, damages (including direct, liquidated, consequential, incidental and other damages), losses and liabilities, including reasonable attorneys' fees, costs and expenses, of whatsoever kind or nature arising out of or resulting from the performance under or in connection with this contract, whether arising before or after completion of the work, provided that such claim, damage, loss or liability is attributable to bodily injury or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and provided further that the scope of this indemnity shall be limited to the extent the claim, damage, loss or liability was caused by any negligent act or omission of the Contractor, any Subcontractor of the Contractor, or anyone directly or indirectly employed by anyone for whose acts they or either of them may be liable. Owner's and Engineer's rights under this indemnification provision shall not be reduced by any sum or sums paid or payable by Contractor or others under the workers' compensation law. Nothing herein shall be construed in a manner inconsistent with the Illinois Anti-Indemnity Act.

11. The cost of purchasing and maintaining all insurance specified herein shall be included in the bid price submitted by the Contractor for this Project. The Contractor shall submit certificates of insurance to the Engineer for review. Incomplete and/or incorrect certificates shall be sent back to the Contractor and the Contractor shall resubmit corrected certificates. For the second and subsequent certificate reviews, the Contractor shall be charged \$100.00 for each certificate reviewed. Said charge shall be deducted from the Contract price for the purpose of reimbursing the Engineer for additional reviews.

12. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents, and the Contractor's non-compliance with the

specified insurance requirements shall be just cause for the Owner to retain and collect the full amount of the Contractor's bid security, in addition to all other available relief. Neither the failure of the Owner or Engineer to secure the certificates of insurance or the original of the OCP policy, nor the failure to detect or to notify Contractor of any non-compliance with the insurance requirements herein, shall be treated as a waiver of any of the rights of Owner or Engineer.

13. All liability insurance which Contractor and the Subcontractors are required herein to purchase and maintain shall be on an occurrence basis and not a claims made basis. All such insurance shall be considered to be primary coverage.

14. To the extent of any conflict between the terms, provisions and conditions of these Supplemental Conditions, including but not limited to this Article C, and the terms, provisions and conditions of the General Conditions, the terms, provisions and conditions of these Supplemental Conditions shall prevail and be controlling.

SHOP DRAWINGS

The Contractor shall submit shop drawings for review and approval for the following items:

- Hot-Mix Asphalt Mix Design
- Manhole Lids or Adjustment Rings
- Valve Box Lid Adjustment Rings

Shop Drawings shall be submitted to:

Curry & Associates Engineers, Inc. P.O. Box 246 243 East Elm Street Nashville, IL 62263

Submittal of electronic (pdf) copies of shop drawing submittals will be permitted. Electronic shop drawings may be emailed to <u>mbrandt@curryassociates.com</u>. Contractor shall also follow up with paper copies if requested by the Owner or Engineer.

EXAMINATION OF EXISTING CONDITIONS:

It is the responsibility of each bidder to satisfy himself/herself as to conditions he/she will encounter in performing the work. Failure to do so **will not** be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS:

Whenever a question arises regarding the existence or location of a buried utility, call the toll free

J.U.L.I.E. telephone number, 1-800-892-0123, and the City of Highland before starting excavation. Allow 48 hours for other than emergency assistance.

MILLING

This work shall consist of removing hot-mix asphalt (HMA) surfaces to the limits specified on the plans according to Section 440 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

The milling (removal of existing asphalt or concrete surface) shall be completed from face of curb to face of curb as indicated on the drawings for the resurfacing on 7^{th} Street, 9^{th} Street and Lemon Street. The milling shall be completed within approximately 1-1/2 inches of the existing curb face as indicated on the drawings. Contractor shall use appropriately sized (smaller) mill as required to mill to within 1-1/2 inches of the face of curb as indicated above. Larger mill may be used to mill remainder of pavement. The milling on Poplar Street shall be completed from the flag of curb to the flag of curb such that the existing concrete curb and gutter is not disturbed. Existing pavement shall be milled to provide a 2% cross slope from the center of the street to the face of the curb.

Materials resulting from the HMA surface removal process shall be as described in the Special Provision for MATERIAL DISPOSAL.

Concrete patches which have to be partially removed will be paid for as MILLING.

Manhole and valve vault frames which are exposed by the HMA surface removal and transverse cuts at the end of the day that are more than 1/2 in. deep shall be tamped with a cold-mix asphalt. The cost of this temporary taper shall be included in the cost of MILLING.

When the removal width of the machine is less than the width of the lane, the operations shall be planned such that after the asphalt surface for a portion of the lane has been removed, the remaining portion shall have been removed by the end of the day so that the two passes begin and terminate even with each other.

If the depth of removal is greater than 1/2 in., the removal shall be tapered at the terminating point at the end of each day's operation when the lane is open to traffic. All materials, equipment, and labor necessary to complete the work and maintenance of the tapers as specified above shall be included in the contract unit price for MILLING.

All costs for the removal (milling) of the existing street surface prior to the resurfacing shall be included with the cost per square yard for MILLING and no additional compensation will be allowed.

PAVEMENT PATCHING

The proposed locations for patching of the existing pavement will be determined by the Owner or Engineer after the milling operations have been completed unless the proposed patches have already been determined prior to milling and/or have been indicated on the drawings. The Owner or Engineer will mark the locations for patches with white paint after milling has been completed. Contractor shall provide saw-cut and removal of existing concrete street to the horizontal limits indicated by the Owner or Engineer and to 4 inches below the bottom of the existing concrete street, thickness of which is to be determined by the Contractor. Existing concrete and base material removed for patching shall be disposed of as indicated in the special provision for MATERIAL DISPOSAL. Concrete patching shall consist of placement a 4" compacted CA6 aggregate base course topped with high early strength Portland cement concrete pavement (IDOT PP-2 mix same thickness as existing concrete) up to the existing pavement surface with a struck off finish. Concrete testing including slump, air and temperature shall be performed for each day of patching and cylinders shall be taken. Concrete Testing - 3 concrete test cylinders shall be taken for every 20 or less cubic yards of each class of concrete placed and for each day's pour. 1 slump test and 1 air test shall be taken for each set of test cylinders taken. Follow sampling and testing procedures referenced in ASTM C94, ASTM C172, ASTM C173, ACI 350, and ASTM C39. Contractor shall have 24-hour breaks performed to verify compressive strength meets IDOT standards for that mix prior to opening the patches up to traffic. All costs for the patching of the existing concrete street after milling and prior to the resurfacing including the testing indicated above shall be included with the cost per square yard for PAVEMENT PATCHING and no additional compensation will be allowed.

LEVEL BINDER

Level binder shall be the same hot-mix asphalt material as to be provided for the surface course (Mix C, N50) and shall be placed in depressions in the pavement determined after the milling as required to fill any significant depressions prior to the application of the hot-mix asphalt surface. After milling has been completed, Owner or Engineer shall determine if any depressions exist and will mark such areas for application of level binder. Contractor shall place level binder in the indicated areas and shall compact with rollers to the density requirements in compliance with Section 406 of the Standard Specifications. All costs for the Hot-Mix Asphalt Level Binder including the testing shall be included in the cost per Ton of LEVEL BINDER and no additional compensation will be allowed.

HOT-MIX ASPHALT SURFACING

The Contractor shall provide a 2-1/2" thick Hot-Mix-Asphalt Surface Course, Mix C, N50 in accordance with section 406 of the standard specifications. The Contractor shall provide testing of all Hot-Mix Asphalt constructed as part of this project. The Contractor shall provide density testing of the surface course and the density shall be according to Articles 1030.05(d)(3), (d)(4), and (d)(7). Testing shall include an Asphalt Plant production report including theoretical density and compaction density tests (core of nuclear at Contractor's option), minimum of (2) density tests on the Hot-Mix Asphalt Surface Course for each day's production and placement operation. The

Contractor shall use testing results to establish a rolling pattern to assure that the compaction of the mat is within the density limits indicated in the IDOT specifications. Copies of all of the inspection reports shall be delivered to the Owner and Engineer. All costs for the Hot-Mix Asphalt paving including the testing shall be included in the cost per Ton of HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50 and no additional compensation will be allowed.

MATERIAL DISPOSAL

Contractor shall properly dispose of milled asphalt material as well as any materials removed for pavement patching off site or at the disposal site designated by the City of Highland. All materials removed will become property of the Contractor. The City of Highland will allow disposal of the material at a disposal site designated by the City at no cost to the Contractor, but if the material is disposed of at the City disposal site, the material shall then become property of the City and may not be removed by the Contractor. All costs for the disposal of the existing millings, pavement removed for patching, and any other materials to be disposed of shall be included in the cost per square yard for MATERIAL DISPOSAL and no additional compensation will be allowed.

WATER VALVES TO BE ADJUSTED

This work shall consist of adjusting domestic water valves to grade according to Section 602 of the "Standard Specifications for Road and Bridge Construction".

Existing material shall be reused where possible as directed by the Engineer. If the Engineer determines that the existing material is not reusable, the Contractor shall provide new valve box adjusting materials for adjusting the water valve. This work shall be included in the contract unit price per each for WATER VALVES TO BE ADJUSTED.

MANHOLE LIDS TO BE ADJUSTED

This work shall consist of adjusting sanitary or storm sewer manhole lids to grade according to Section 602 of the "Standard Specifications for Road and Bridge Construction".

Existing material shall be reused where possible as directed by the Engineer. If the Engineer determines that the existing material is not reusable, the Contractor shall provide new manhole lid adjusting materials for adjusting the manhole lid. This work shall be included in the contract unit price per each for MANHOLES TO BE ADJUSTED.

PREVAILING WAGE REQUIRMENTS

Street Resurfacing 2025, PW-07-25 (7th Street, 9th Street, Lemon Street and Poplar Street) is a "Public Works Construction" Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. Current Prevailing Wage Rates are attached to these special provisions.

State of Illinois Department of Transportation Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

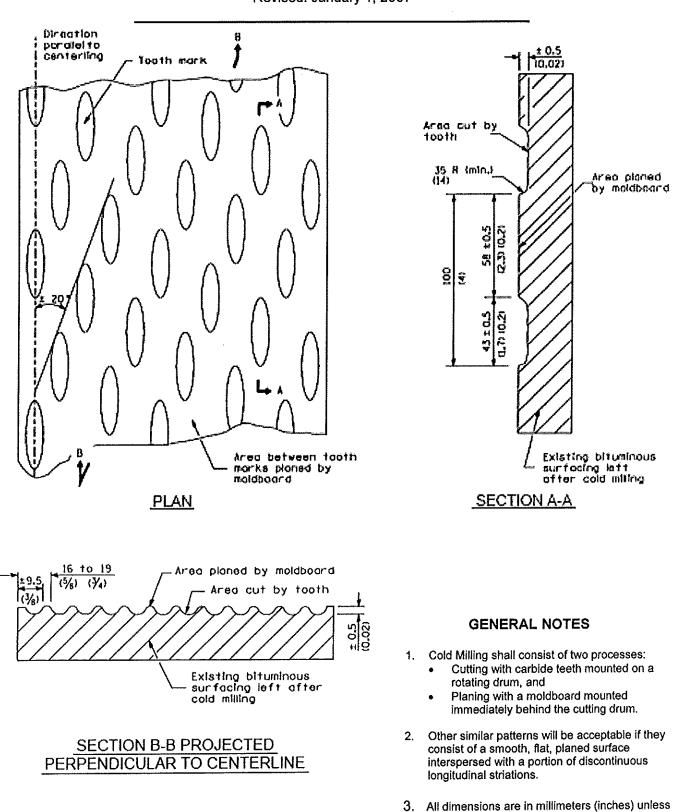
The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Highland

Curry & Associates Engineers, Inc.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

REQUIRED COLD MILLED SURFACE TEXTURE



otherwise shown.

Effective: November 1, 1987 Revised: January 1, 2007



City of Highland

To: All Vendors

From: City of Highland

RE: Certificate of Compliance with the Substance Abuse Prevention on Public Works Projects Act

"The Substance Abuse Prevention on Public Works Projects Act" (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*) became effective in the State of Illinois on January 1, 2008.

Due to the above-stated law, all bids from contractors and subcontractors for work on a public works project of the City of Highland shall be accompanied by a Certification of Compliance indicating, *first*, whether the bidder has signed collective bargaining agreements that are in effect for all of its employees and that deal with the subject matter of the above-stated Act; and, if not, *second*, that the bidder's written substance abuse program is attached to the Certification of Compliance and that the bidder's written substance abuse program meets or exceeds the requirements of "The Substance Abuse Prevention on Public Works Projects Act" (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*).

Certification of Compliance

Substance Abuse Prevention Program Certification

CITY OF HIGHLAND

Letting Date:	Item No.:
Contract No .:	
Route:	
Section:	
Job No.	
County:	

The Substance Abuse Prevention on Public Works Projects Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor
 Name of Authorized Representative (type or print)
 Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

CERTIFICATE THAT CONTRACTOR IS NOT BARRED FROM CONTRACTING WITH UNIT OF LOCAL GOVERNMENT BECAUSE OF CONVICTION OF AN OFFENSE RELATED TO BIDDING

The undersigned Bidder / Proposer on a Contract submitted for bids / proposals by the City of Highland, Illinois known as:______, hereby certifies that he/she/it is not barred from bidding on the Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38 of the Illinois Revised Statutes.

Dated:_____,20___

Company Name

Address

City / State / Zip Code

Signature

Print Name

Title



City of Highland

To: All Vendors and Contractors

From: City of Highland

RE: Certificate of Non-Delinquency of Tax

As a result of a recent amendment to the Illinois Municipal Code (Adding Section 11-42.1-1), the City of Highland is prohibited from entering into a contract with any individual or anyone else that is delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with procedure established by the particular taxing act.

Further, before awarding a contract, the City of Highland is required to obtain a statement under oath from the party with whom it's contracting that no such taxes are delinquent. If a false statement is made, it voids the contract and allows the City to recover all amounts paid to the individual in a civil action.

CERTIFICATE OF NON-DELINQUENCY OF TAX

As required by Section 11-42.1-1 of the Illinois Municipal Code

The undersigned hereby and herewith certifies under oath that he/she/it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, is currently contesting the liability or the amount of such tax in accordance with the procedures established by the appropriate Taxing Act.

A person is not considered delinquent in the payment of a tax for the purposes of this certification if such person has entered into an Agreement with the Illinois Department of Revenue for the payment of all taxes claimed delinquent, and is in compliance with that Agreement. If such is the case with the undersigned, the undersigned certifies that he/she/it has made such an Agreement and is in compliance therewith.

Date	Company Name	
Federal I.D. Number	Address	
	City / Sate / Post	al Code
	Signature / Title	
Signed and sworn to before me this	day of	, 20

Notary Public

HOLD HARMLESS AND INDEMNITY AGREEMENT CITY OF HIGHLAND, ILLINOIS

The Contractor______, by affixing his signature hereto agrees to the following conditions:

- 1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.
- 2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of Contractor's or any Subcontractor's employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the Contractor or any Subcontractor for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said Contractor or Subcontractor and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf of its agents and employees, whether or not by or through insurance provided by the City.
- 3. In the event the City's machinery or equipment is used by the Contractor, or Subcontractor, in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the Contractor during the period of such use by the Contractor or any Subcontractor, and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

Signature

Date

Print Name

Title

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ASBESTOS ABT-GEN	SE A	ALL	35.88	36.88	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71
ASBESTOS ABT-MEC	All BI	BLD	37.10	38.10	1.5	1.5	2.0	2.0	10.45	7.00	0.00	0.50	00.0	0.00	0.00
BOILERMAKER	All B	BLD	45.50	49.00	1.5	1.5	2.0	2.0	7.07	27.83	0.00	1.19	0.00	0.00	00.0
BRICK MASON	All BI	BLD	38.24	40.53	1.5	1.5	2.0	2.0	9.60	16.00	0.00	1.03	animale	0,00	0.00
CARPENTER	All A	ALL	44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
CEMENT MASON	All A	ALL	39.00	40.00	1.5	1.5	2.0	2.0	11.50	18.50	0.00	0.60	0.00	15.30	30.60
CERAMIC TILE FINISHER	All B	BLD	28.50	-	1.5	1.5	2.0	2.0	9.60	7.69	1.00	0.86		0.00	00'0
ELECTRIC PWR EQMT OP	NW ALL	LL LL	54.77	54.77	1.5	1.5	2.0	2.0	7.50	15.33	0.00	0.55	3.75	7.67	15.33
ELECTRIC PWR EQMT OP	SE A	ALL	56.38	67.97	1.5	1.5	2.0	2.0	8.88	15.79	0.00	0.56	0.00	12.62	25.23
ELECTRIC PWR GRNDMAN	NW ALL	LL	36.07	36.07	1.5	1.5	2.0	2.0	7.50	10.10	0.00	0.36	3.75	5.05	10,10
ELECTRIC PWR GRNDMAN	SE A	ALL	42.10	67.97	1.5	1.5	2.0	2.0	6.63	11.79	0.00	0.42	0.00	9.43	18.84
ELECTRIC PWR LINEMAN	NW A	ALL	63.98	67.59	1.5	1.5	2.0	2.0	7.50	17.92	0.00	0.64	3.75	8.96	17.92
ELECTRIC PWR LINEMAN	SE A	ALL	64.83	67.97	1.5	1.5	2.0	2.0	10.21	18.15	0.00	0.65	0.00	14.52	29.01
ELECTRIC PWR TRK DRV	NW ALL		40.87	40.87	1.5	1.5	2.0	2.0	7.50	11.45	0.00	0.41	3.75	5.73	11.45
ELECTRIC PWR TRK DRV	SEA	ALL	46.03	67.97	1.5	1.5	2.0	2.0	7.25	12.89	0.00	0.46	0.00	10.33	20.60
ELECTRICIAN	NW A	ALL	52.15	55.90	1.5	1.5	2.0	2.0	11.50	15.43	0.00	0.26	1.25	0.91	1.82
ELECTRICIAN	SE A	ALL	49.67	52.65	1.5	1.5	2.0	2.0	9.19	15.18	0.00	1.36	3.24	14.48	28.97
ELECTRONIC SYSTEM TECH	NW BLD	P	36.79	39.79	1.5	1.5	2.0	2.0	11.50	9.21	0.00	0.40		0.55	1.10
ELECTRONIC SYSTEM TECH	SE B	BLD	39.14	42.14	. 1.5	1.5	2.0	2.0	4.40	11.18	0.00	0.40	2.00	0.58	1.17
ELEVATOR CONSTRUCTOR	All B	BLD	62.73	70.57	2.0	2.0	2.0	2.0	16.27	21.36	5.02	0.80		0.00	00.00
FLOOR LAYER	All B	BLD	40.08	41.58	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	00.0	00.00
GLAZIER	All B	BLD	43.32	45.82	1.5	1.5	2.0	2.0	9.86	14.31	0.00	1.26		0.00	0.00
HEAT/FROST INSULATOR	All B	BLD	42.63	43.63	1.5	1.5	2.0	2.0	11.79	13.80	0.00	1.15		0.00	00.0
IRON WORKER	All ALL	LL	41.65	43.65	1.5	1.5	2.0	2.0	10.75	19.75	0.00	0.68	0.00	15.59	31.18
LABORER	NW A	ALL	35.29	36.29	1.5	1.5	2.0	2.0	8.25	20.39	0.00	0.80	0.00	14.32	28.64
LABORER	SEA	ALL	35.38	36.38	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71
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	AII H	ΥWY		34.69	36.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70	vičes soove silana – de nove na ve se solve na menover som	00'0	00'0
	All B	BLD	· · · · · · · · · · · · · · · · · · ·	34.49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70	10000000000000000000000000000000000000	00'0	0.00
PAINTER PWR EQMT	All B	BLD		34,49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	00.0
PAINTER PWR EQMT	H II	ΗWY		35.69	37.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		00.00	0.00
PILEDRIVER	AII A	ALL	-	44,87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
PIPEFITTER	n z	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	00'0	0.00
PIPEFITTER		BLD	-	43.35	47.35	1.5	1.5	2.0	2.0	11.21	10.91	0.00	1.75		00.0	0.00
PLASTERER	All B	BLD		37.30	38.80	1.5	1.5	2.0	2.0	11.50	12.50	0.00	0.75	0.00	12.38	24.75
PLUMBER	a z	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	0.00	0.00
PLUMBER		BLD	-	43.75	46.25	1.5	1.5	2.0	2.0	11.00	8.55	0.00	1.70		00.0	00.0
ROOFER	AIIB	BLD		40,00	43.00	1.5	1.5	2.0	2.0	9.85	11.20	0.00	0.91	NERO ADDRESS CROSSERED ADDRESS ADDRES	0.00	0.00
SHEETMETAL WORKER A	AIIA	ALL	-	42.03	44.53	1.5	1.5	2.0	2.0	11.30	9.91	2.52	0.71	1.88	00.0	0.00
SPRINKLER FITTER	All B	BLD		50.02	54.02	2.0	2.0	2.0	2.0	11.41	15.90	0.00	1.20		0.00	0.00
TERRAZZO FINISHER	All B	BLD	-	28.50	NUMBER OFFENDING A LOUIS ALLOUND	1.5	1.5	2.0	2.0	9.60	7.60	1.00	0.86		00.0	00.0
TERRAZZO MASON	All B	BLD	-	34.09		1.5	1.5	2.0	2.0	9.60	9.36	1.00	0.95		00.0	00.0
	All A	ALL		43.31	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	00.0
TRUCK DRIVER	All A	ALL	2	43.89	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	00.0
TRUCK DRIVER	All	ALL	ຕ	44.21	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	00.0	0.00	00.0
TRUCK DRIVER	AII A	ALL	4	44.56	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	ີທ	45.67	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	00.0
TRUCK DRIVER	All O	0&C		34.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All O	0&C	2	35.11	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	AII O	0&C	с С	35.37	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All O	0&C	4	35.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	00.0	0.00
TRUCK DRIVER	All O	O&C	ۍ س	36.54	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0,00

<u>Legend</u> Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers C Class **Base** Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MADISON COUNTY

western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including

and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and clock systems.

systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition length.

OPERATING ENGINEER - BUILDING

GROUP I

Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All

sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, heir attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro Mechanic and Heavy Duty Mechanic, Autonomous and semi-autonomous equipment, concrete saws of all types and sizes with stump cutter machines, grout machines regardless of size, Nail Launchers when mounted on a machine or self-propelled, conservice of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their pavers, log skiders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross (except those listed below).

GROUP II

Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP IV CCO-17 ton and below GROUP V CCO-17.5 to 35 Ton and Boom to 50' GROUP VI CCO-35.5 to 75 Ton and Boom to 100' GROUP VII CCO-75.5 to 125 Ton and Boom to 125' GROUP VIII CCO- 125.5 to 200 Ton and Boom to 100 GROUP IX CCO-200.5 to 300 Ton and Boom to 100' GROUP X CCO-300.5 to 450 Ton and Boom to 150'

GROUP XI

Master Mechanic

GROUP XII Operator Foreman, Licensed Boat Pilot

GROUP XIII

Track type hydraulic hoes & crawler gradealls prep time.

GROUP XIV

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving and Oiler.

OPERATING ENGINEERS – Highway

GROUP I

Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skiders, iceolators used on and off of sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used cheir controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting ractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All propelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP II

Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind CCO-17 ton and below **GROUP IV** Rollers.

GROUP V CCO-17.5 to 35 Ton and Boom to 50' GROUP VI CCO- 35.5 to 75 Ton and Boom to 100' GROUP VII CCO- 75.5 to 125 Ton and Boom to 75' GROUP VIII CCO- 125.5 to 200 Ton and Boom to 100' GROUP IX CCO- 200.5 to 300 Ton and Boom to 100' GROUP X CCO- 300.5 to 450 Ton and Boom to 150' GROUP XI Master Mechanic, Working Foreman/Mechanic.

GROUP XII Operator Foreman, licensed boat pilot.

GROUP XIII

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving, and Oiler. TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axie trucks hauling less than 9 ton. Air employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and oncompressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers. Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

Madison County Prevailing Wage Rates posted on 5/19/2025

LANDSCAPING

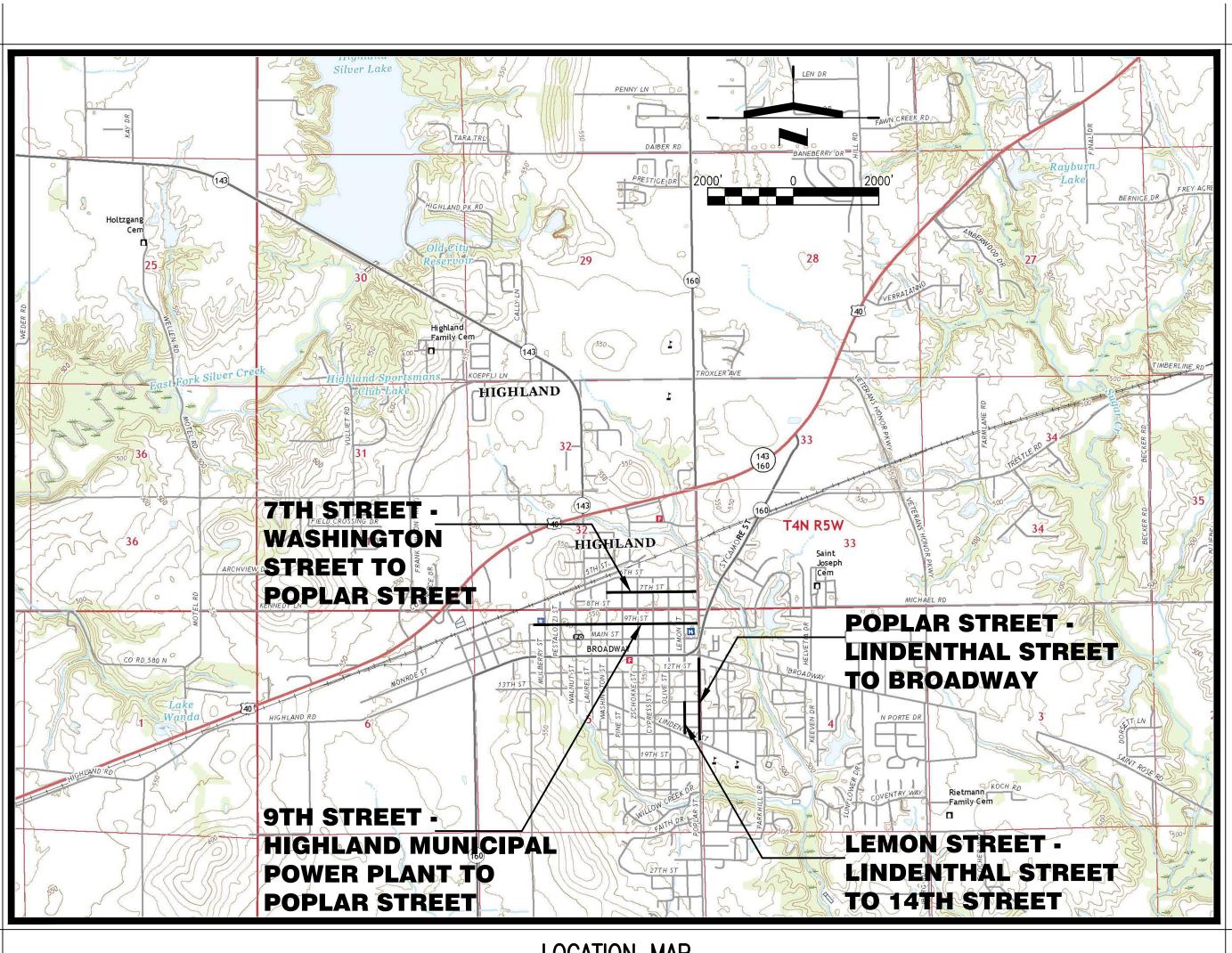
Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

INDEX OF SHEETS

- COVER SHEET AND LIST OF STANDARDS
- 2 GENERAL NOTES, SUMMARY OF QUANTITIES, TYPICAL SECTIONS
- 3-8 DETAIL PLAN SHEET
- 9 STANDARD DETAILS

STANDARDS

701501-06 701901-08 BLR 17-4



CALL J.U.L.I.E. BEFORE YOU DIG 1-800-892-0123

STATE OF ILLINOIS CITY OF HIGHLAND MADISON COUNTY, IL

PLANS FOR STREET RESURFACING 2025 PW - 07 - 25(7TH STREET, 9TH STREET, LEMÓN STREET & POPLAR STREET) <u>SCALE IN FEET</u> PLAN 1 INCH = 30 FEET

LOCATION MAP

NET LENGTH OF PROJECT 7TH STREET = 2,061 FT. (0.390 MI.) 9TH STREET = 3,782 FT. (0.716 MI.) LEMON STREET = 743 FT. (0.141 MI.) POPLAR STREET = 1,909 FT. (0.362 MI.)

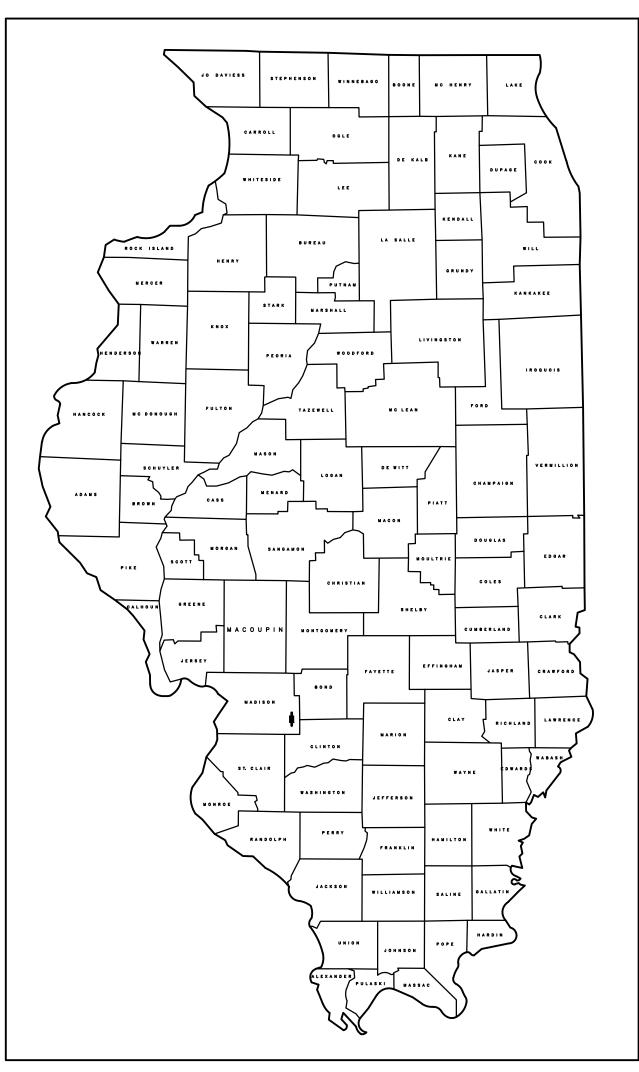
urry PHILIP CURRY ILLINOIS P.E. NO. 062-063543 EXPIRATION DATE: 11/30/2025

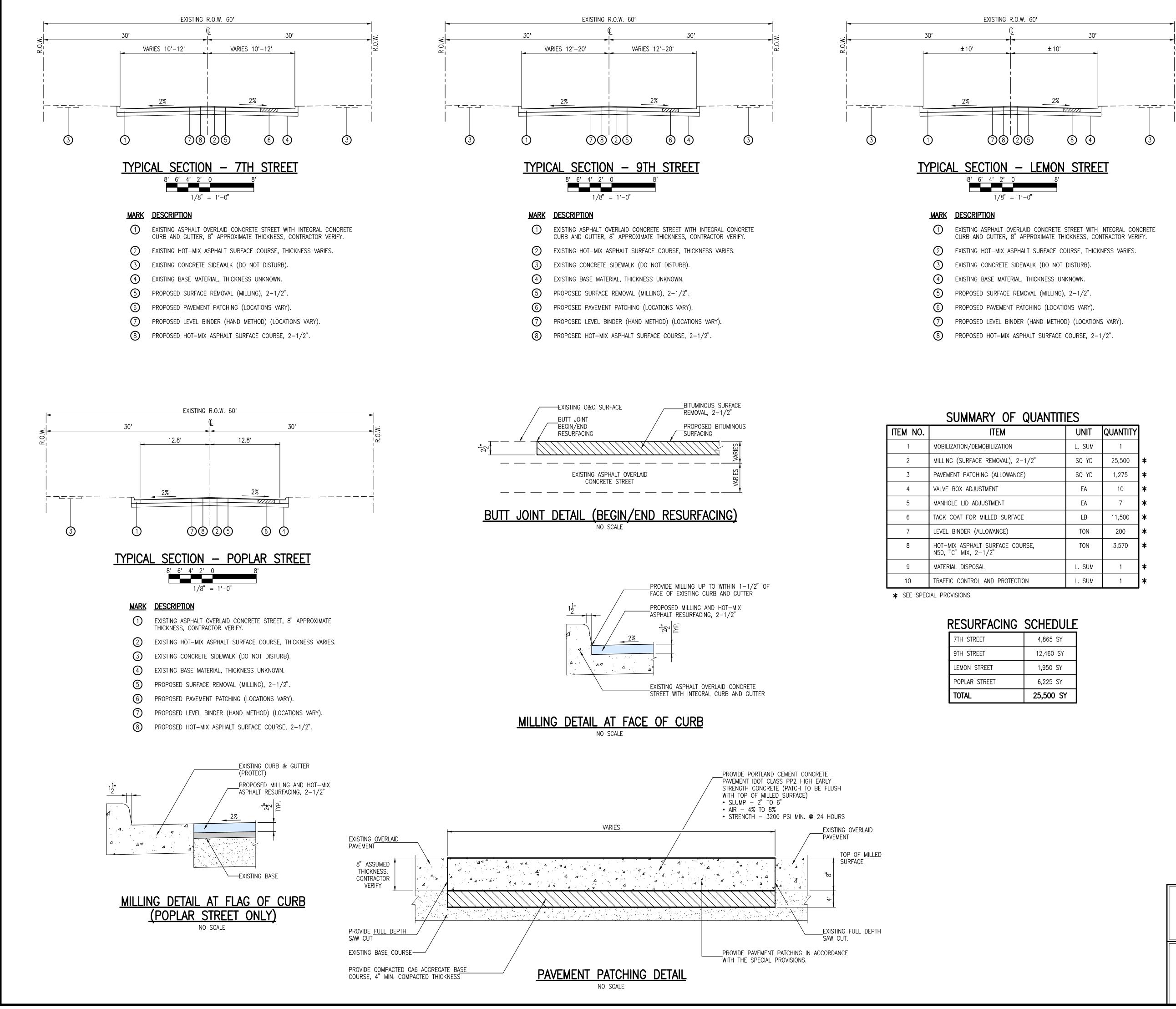
<u>PREPARED BY:</u> CURRY & ASSOCIATES ENGINEERS, INC. NASHVILLE, ILLINOIS 62263 (618) 327–8841 JOB NO. 2025.82

ISSUED FOR BID: BIDS DUE:

SSOCIATES ENGINEERS INC

LOCATION OF SECTION INDICATED THUS: -





	8' 6' 4' 2' 0 1/8" = 1'-
MARK	DESCRIPTION
1	EXISTING ASPHALT OVERLA CURB AND GUTTER, 8" AF
2	EXISTING HOT-MIX ASPHA
3	EXISTING CONCRETE SIDE
4	EXISTING BASE MATERIAL,
5	PROPOSED SURFACE REM
6	PROPOSED PAVEMENT PAT
\bigcirc	PROPOSED LEVEL BINDER
8	PROPOSED HOT-MIX ASPH

EXISTING TOPOGRAPHIC LEGEND

-D- UTILITY POLE \leftarrow UTILITY POLE GUY WIRE -----T----- BURIED TELEPHONE CABLE ○ TELEPHONE PEDESTAL (SPLICE BOX) MAIL BOX • I.P. IRON PIN (PROPERTY CORNER) -x-x-x- FENCE LINE ---- RIGHT OF WAY LINE ----- CENTER LINE OF ROADWAY/SURVEY CONCRETE SIDEWALK ----- OPEN DRAINAGE DITCH STORM SEWER INLETS **(**)12" TREE (SIZE INDICATED) ROAD/STREET SIGN WATER MAIN GATE VALVE & BOX THREE WAY FIRE HYDRANT SANITARY SEWER MANHOLE 0 ------G----------GAS MAIN $\longrightarrow G$ Gas value PAVED ROADWAY SECURITY LIGHT ÷ □FB FLOWER BOX FLAG POLE •~

PROPOSED LEGEND

PROPOSED MILLING AND RESURFACING

	UNIT	QUANTITY	
	L. SUM	1	
1/2"	SQ YD	25,500	*
)	SQ YD	1,275	*
	EA	10	*
	EA	7	*
-	LB	11,500	*
	TON	200	*
RSE,	TON	3,570	*
	L. SUM	1	*
NC	L. SUM	1	*

4,865 SY
12,460 SY
1,950 SY
6,225 SY
25,500 SY

GENERAL NOTES

THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (ADOPTED JANUARY 1, 2022) SHALL APPLY TO THIS PROJECT IN ADDITION TO THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN THE BID DOCUMENTS.

THE STANDARDS WITH THE REVISION NUMBER LISTED ON THE COVER SHEET OF THE PLANS SHALL APPLY TO THIS PROJECT.

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEIR LOCATIONS MUST BE CONSIDERED TO BE APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. FIELD LOCATIONS OF UNDERGROUND FACILITIES MAY BE OBTAINED BY CALLING THE J.U.L.I.E. SYSTEM AT 800-892-0123 AND PROVIDING 48 HOURS ADVANCE NOTICE. NON-J.U.L.I.E. MEMBERS MAY BE CONTACTED DIRECT. AGENCIES KNOWN TO HAVE FACILITIES WITHIN THE PROJECT LIMITS ARE LISTED ON THE COVER SHEET.

THE FOLLOWING UTILITY COMPANIES MAY HAVE FACILITIES LOCATED WITHIN THE LIMITS OF CONSTRUCTION WHICH MAY REQUIRED ADJUSTMENT, RELOCATION OR REMOVAL.

AMEREN (GAS) 2600 NORTH CENTER MARYVILLE, IL 62062 (800) 755–5000

CITY OF HIGHLAND (WATER, SEWER, ELECTRIC) 1113 BROADWAY HIGHLAND, IL 62249 (618) 654–7511

IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS TAKEN THE FOREGOING INTO CONSIDERATION IN PREPARING HIS/HER BID, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY DELAYS OR INCONVENIENCE CAUSED BY SAME.

THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL PROPERTY MARKERS AND MONUMENTS UNTIL THE OWNER AND AN AUTHORIZED SURVEYOR, OR AGENT, HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.

THE CONTRACTOR SHALL CONFINE HIS OPERATIONS TO THE AREA LOCATED WITHIN THE CONSTRUCTION LIMIT LINES, SHOWN ON THE PLANS, ANY AREA DISTURBED BEYOND THESE LIMITS SHALL BE RESTORED TO ITS' ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

PROVIDE CLEAN SAW CUT JOINTS AT ALL LIMITS OF REMOVAL OF PAVEMENT, FOR PAVEMENT PATCHING. COST FOR SAW CUTS SHALL BE INCIDENTAL TO THE INDICATED REMOVAL ITEM.

SEE THE SPECIAL PROVISIONS FOR OTHER INCIDENTAL CONSTRUCTION ITEMS AND OPERATIONS WHICH ARE TO BE INCLUDED WITH AND PAID FOR UNDER CERTAIN SPECIFICATION PAY ITEMS.

THE FOLLOWING ITEMS AND APPROXIMATE QUANTITIES ARE INCLUDED IN THE PROPOSAL IN ORDER TO ESTABLISH A UNIT COST FOR WORK WHICH MAY BE REQUIRED TO CONSTRUCT THIS SECTION. THE ACTUAL QUANTITY OF EACH ITEM SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD.

PAVEMENT PATCHING LEVEL BINDER

1,275 SQ. YD. 200 TON

0.05 LB/SF

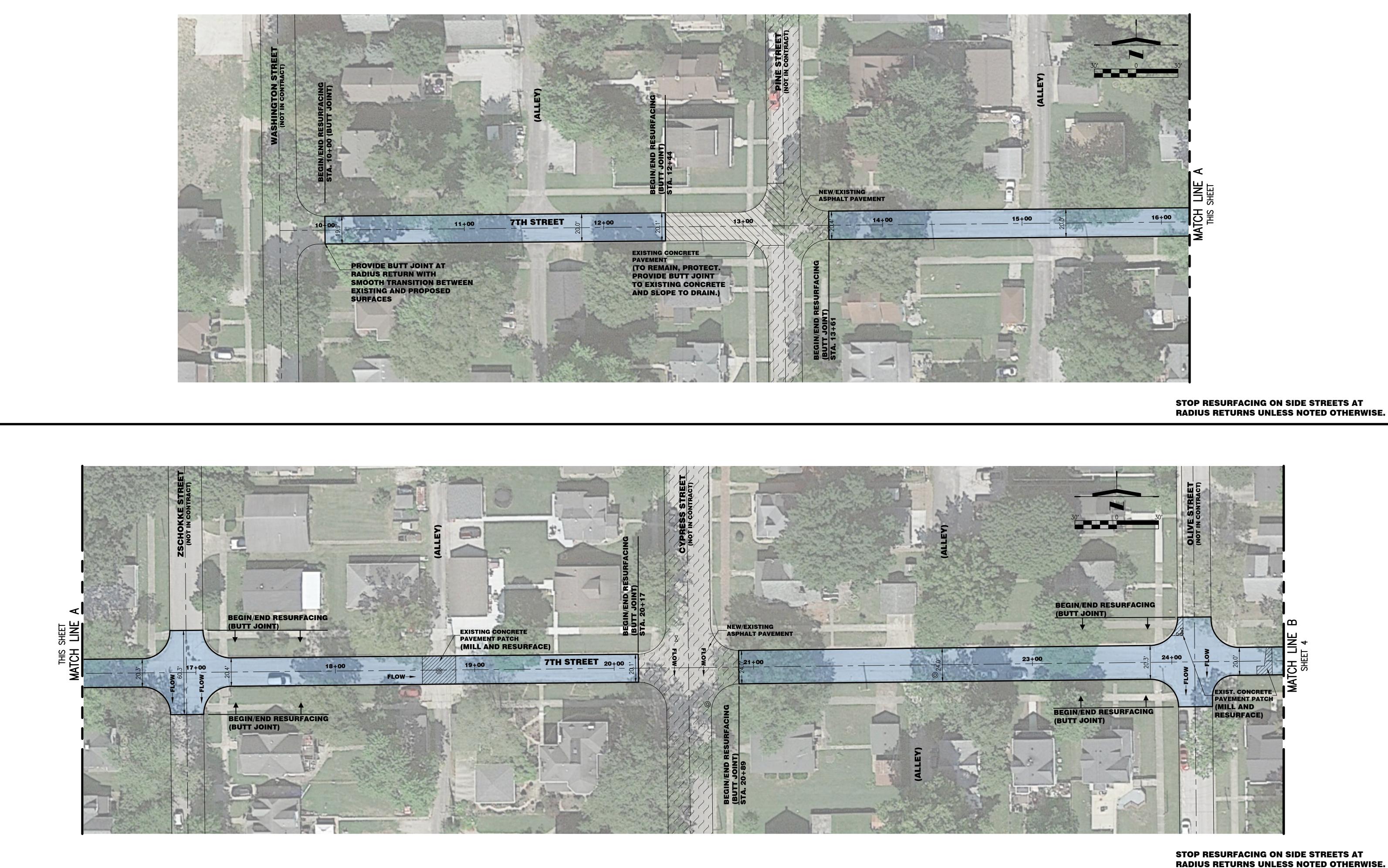
112 LB/SY/INCH

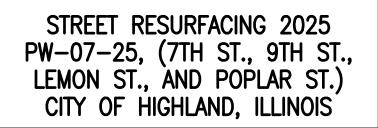
THE FOLLOWING RATES OF APPLICATION HAVE BEEN USED IN CALCULATING PLAN QUANTITIES:

TACK COAT FOR MILLED SURFACE HOT-MIX ASPHALT SURFACE COURSE

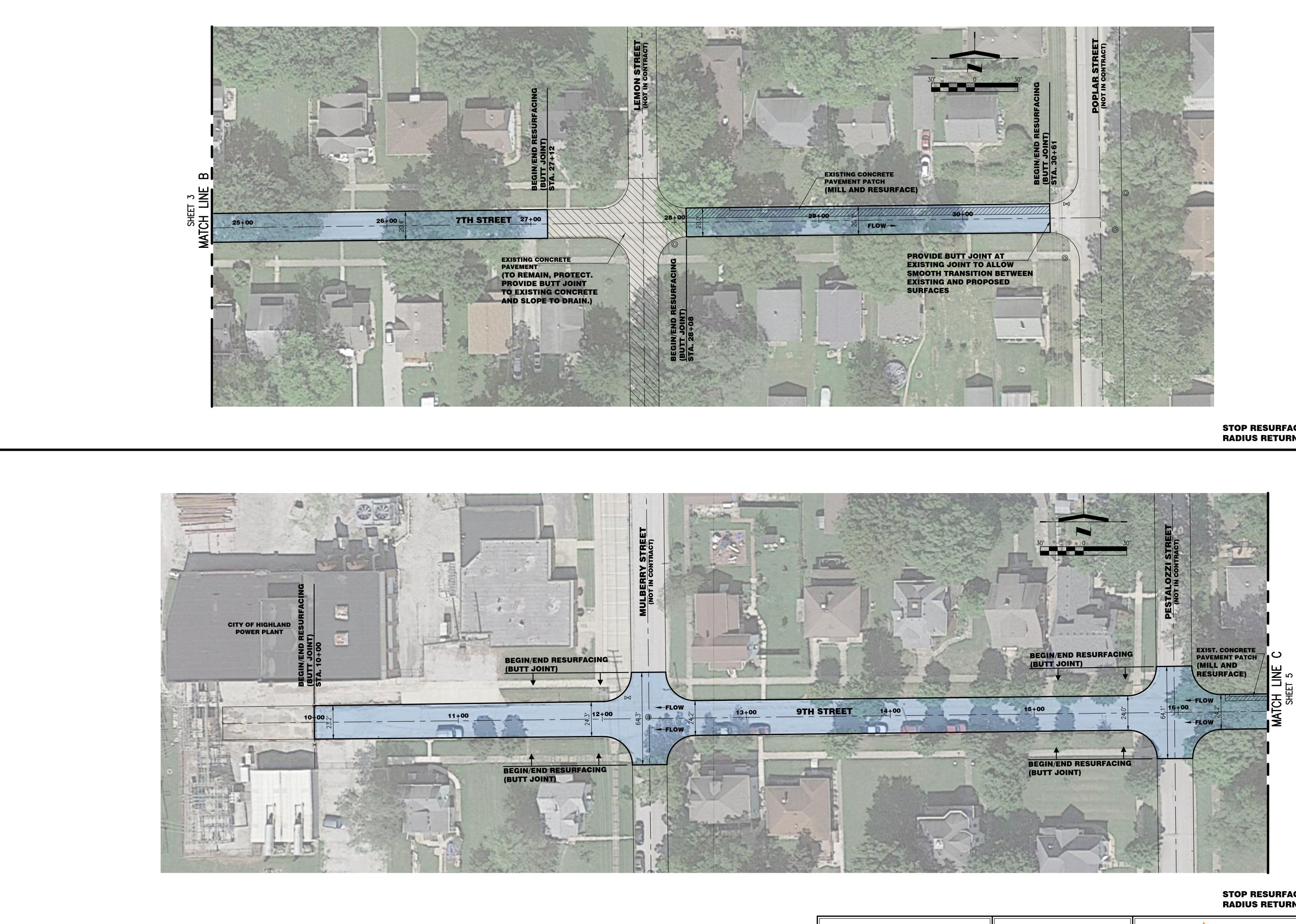
STRIPING OF PARKING SPACES AND CROSSWALKS TO BE PROVIDED BY CITY OF HIGHLAND FOLLOWING COMPLETION OF CONTRACTOR'S RESURFACING OPERATIONS.

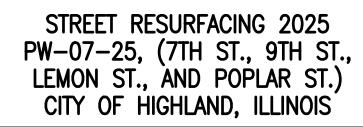
STREET RESURFACING 2025 PW-07-25 (7TH ST., 9TH ST., LEMON ST., AND POPLAR ST.) CITY OF HIGHLAND, ILLINOIS	GENERAL NOTES, SUMMARY OF QUANTITIES TYPICAL SECTIONS, AND STRUCTURAL DESIGN DAT		NTÍTIES, S, AND
UFFY SSOCIATES	Revisions Layout LAYOUT 1 Plot Date 6-26-2025	Survey Design MRB Drawn ALH Checked	SHEET 2 OF
ENGINEERS INC	Dwg File	Date JUN. 2025	Job No. 2025.82





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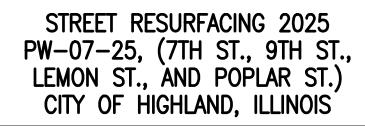


STOP RESURFACING ON SIDE STREETS AT RADIUS RETURNS UNLESS NOTED OTHERWISE.

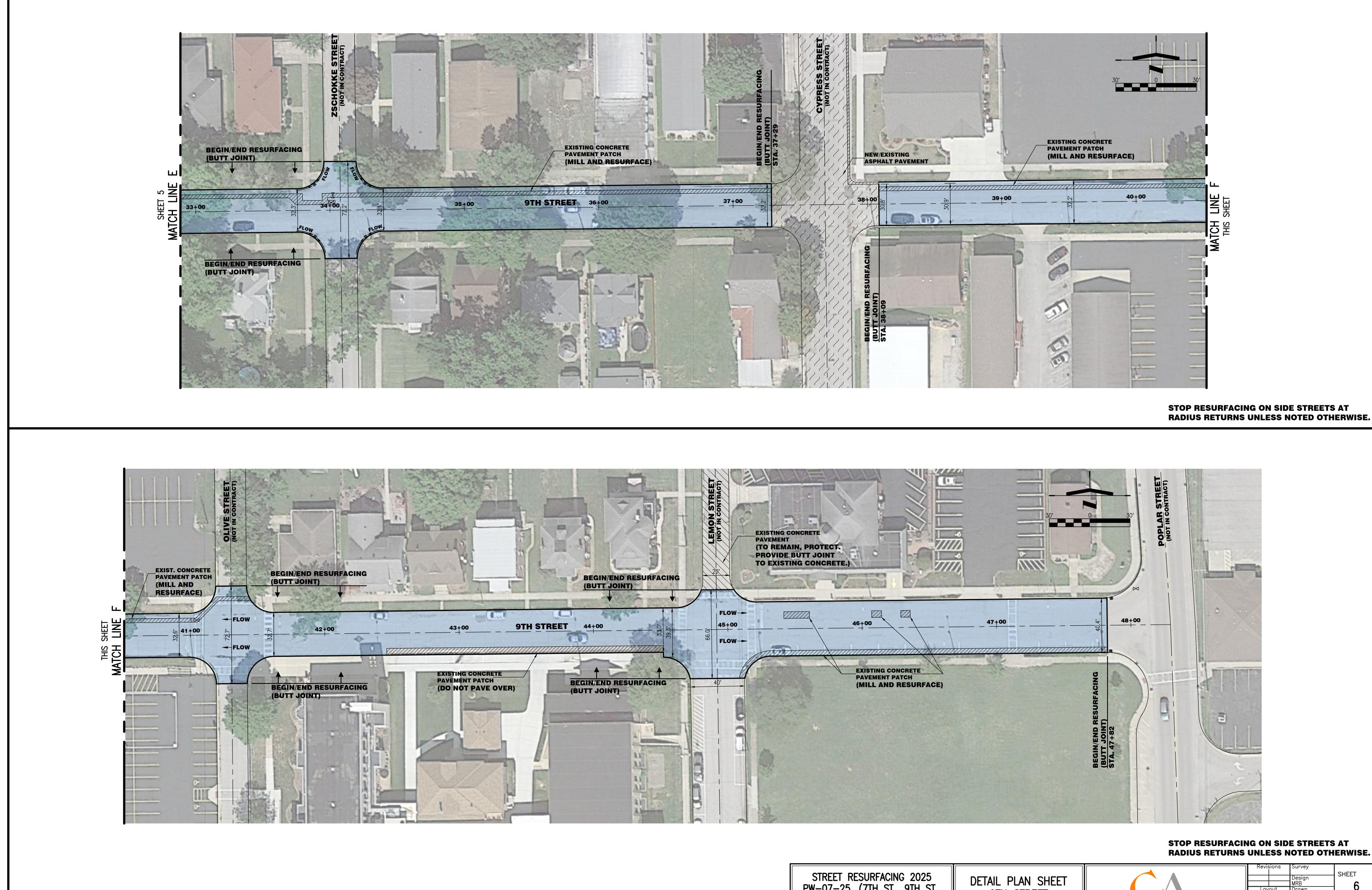
STOP RESURFACING ON SIDE STREETS AT RADIUS RETURNS UNLESS NOTED OTHERWISE.

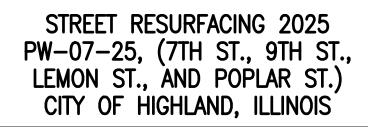
DETAIL PLAN SHEET 7TH STREET AND		Revisions Layout LAYOUT 2 Plot Date	Survey Design MRB Drawn ALH Checked	SHEET 4 OF
9TH STREET	ENGINEERS INC	6-27-2025 Dwg File 2582-TOPO	Date JUN. 2025	Job No. 2025.82





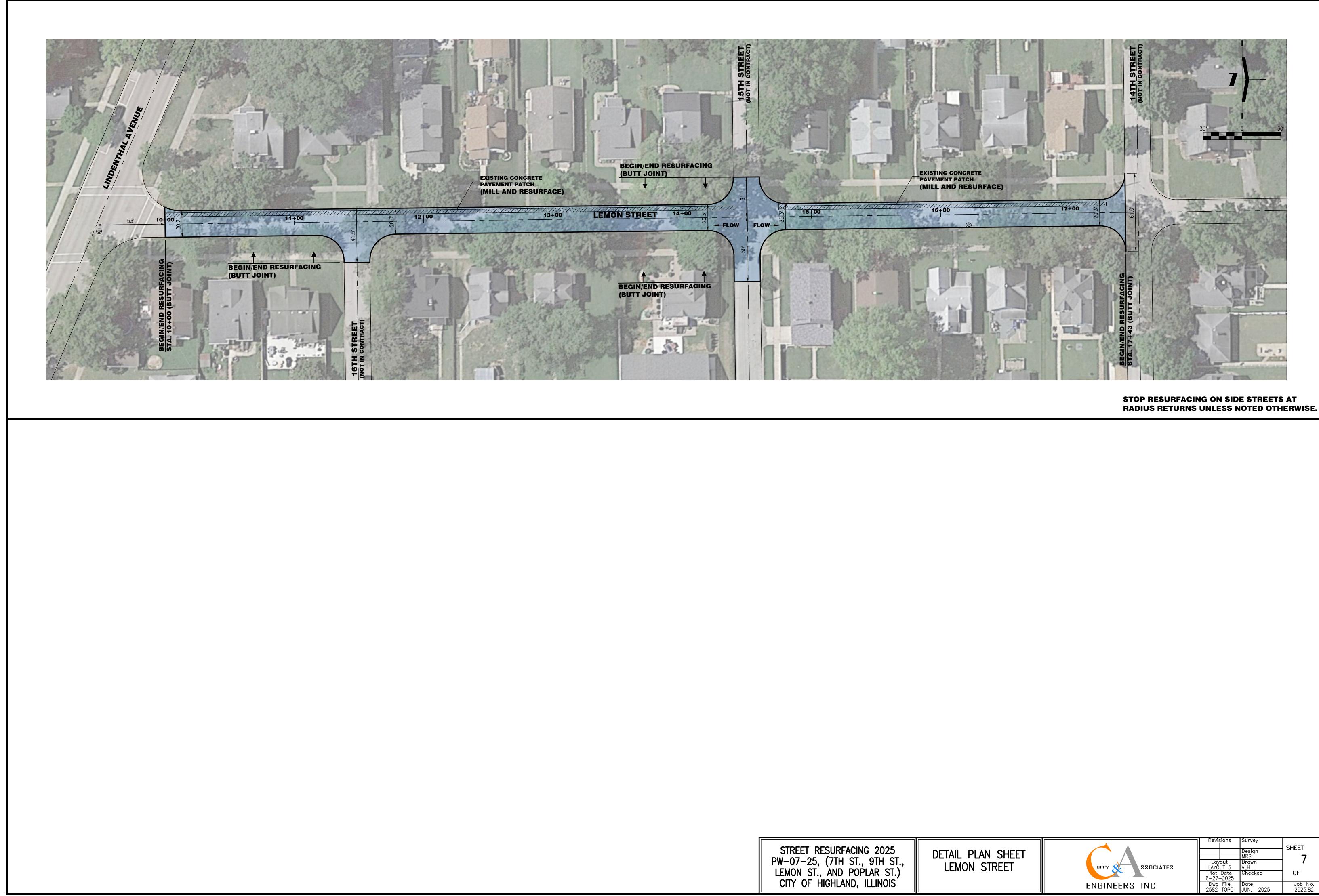
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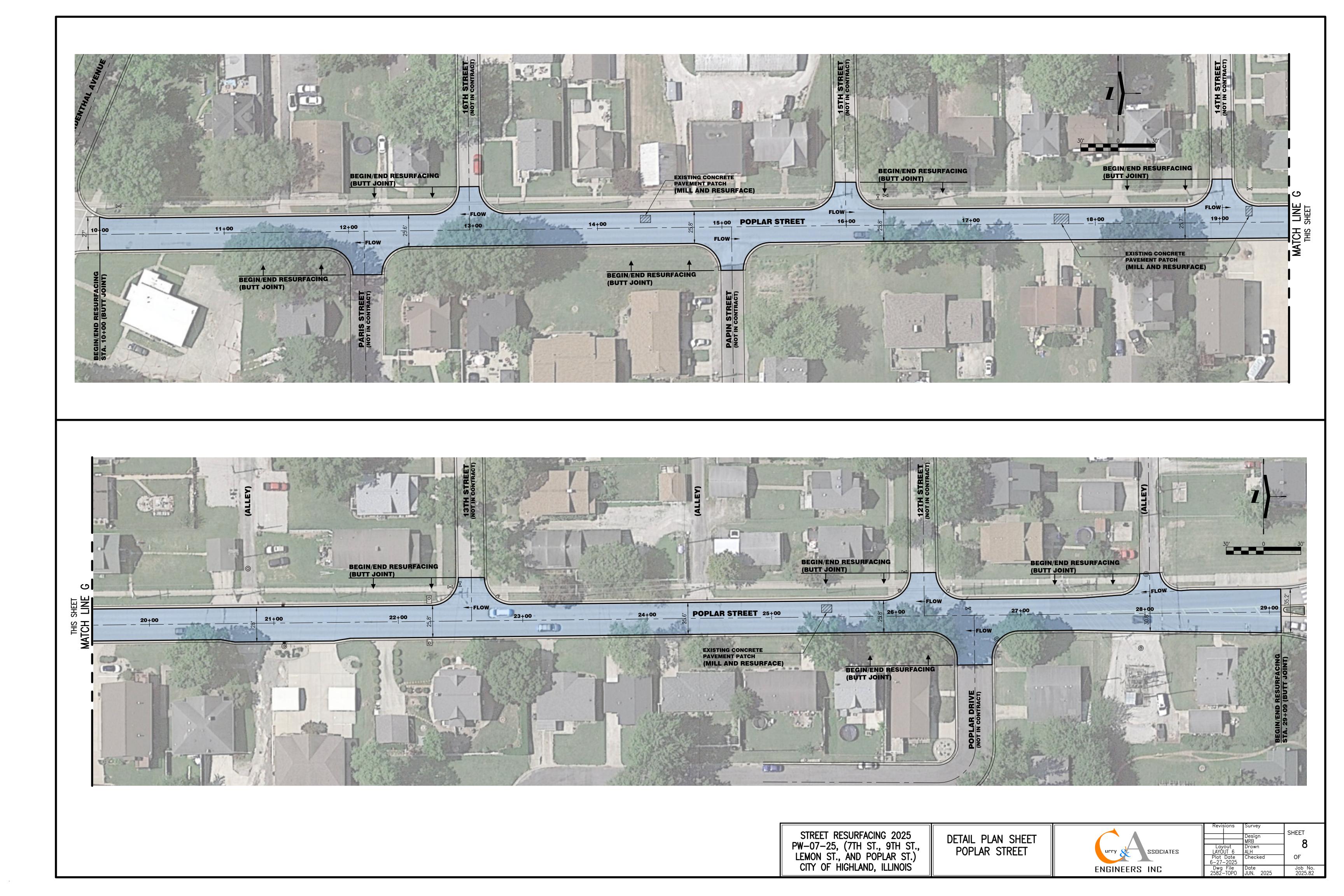


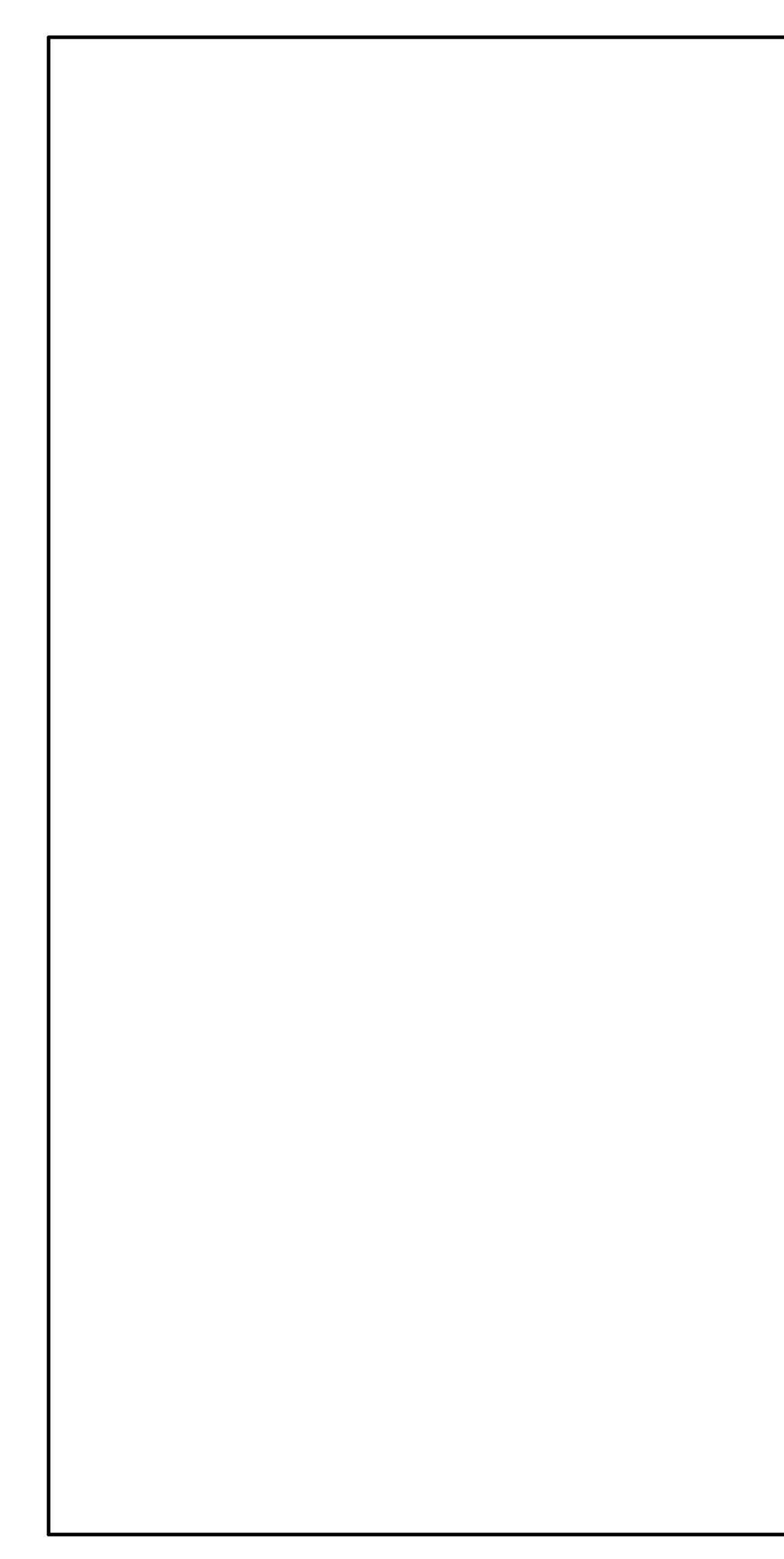
RADIUS RETURNS UNLESS NOTED OTHERWISE.

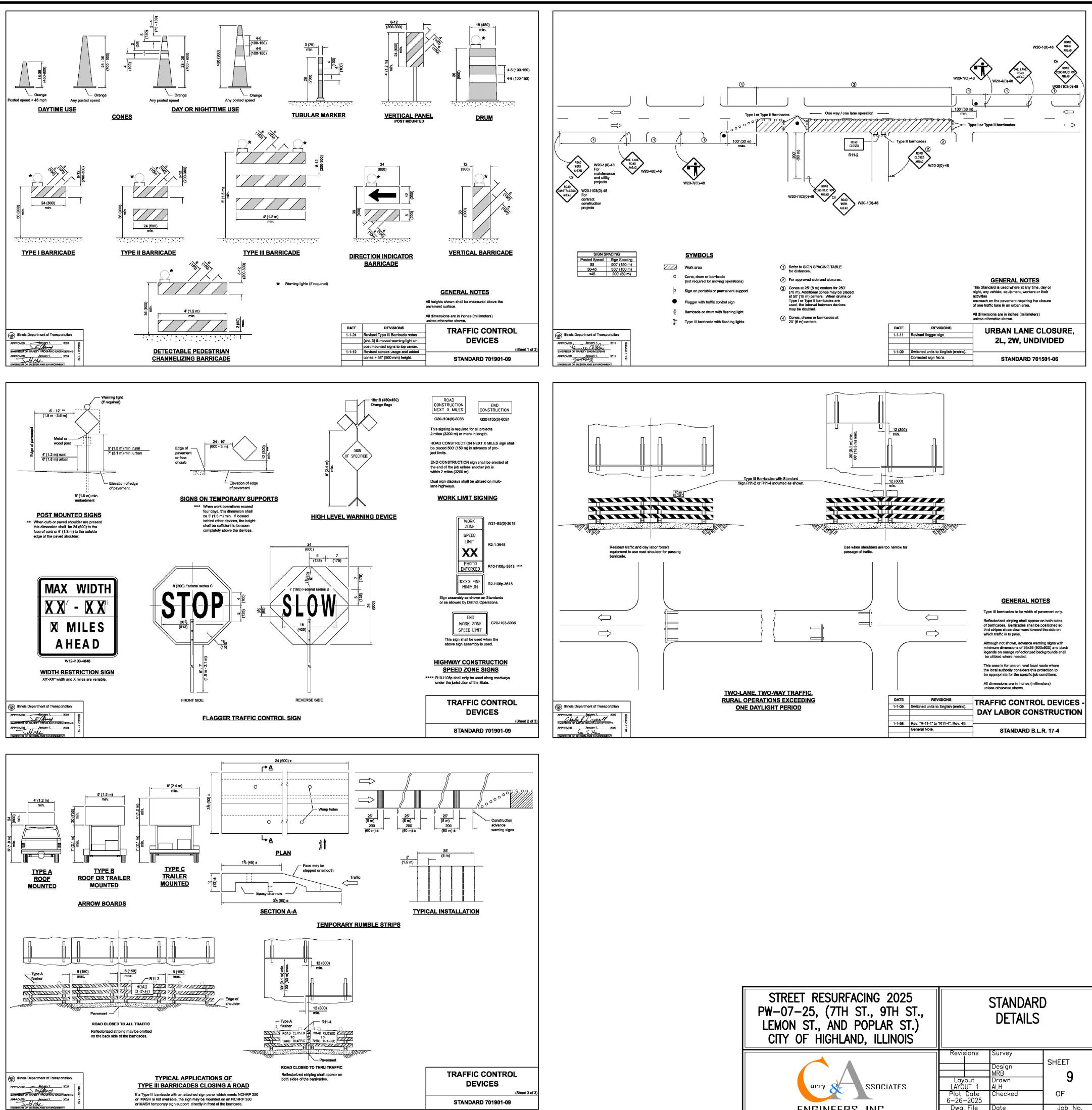
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9TH STREET		Layout LAYOUT 4	Drawn ALH	0
		Plot Date 6-27-2025	Checked	OF
	ENGINEERS INC	Dwg File 2582-TOPO	Date JUN. 2025	Job No. 2025.82



STREET RESURFACING 2025
PW-07-25, (7TH ST., 9TH ST., LEMON ST., AND POPLAR ST.)
LEMON ST., AND POPLAR ST.)
CITY OF HIGHLAND, ILLINOIS







STREET RESURFACING 2025 PW-07-25, (7TH ST., 9TH ST., LEMON ST., AND POPLAR ST.) CITY OF HIGHLAND, ILLINOIS	STANDARD DETAILS		כ
UPPY SSOCIATES	Revisions Layout LAYOUT 1 Plot Date 6-26-2025	Survey Design MRB Drawn ALH Checked	SHEET 9 OF
ENGINEERS INC	Dwg File 2582-DTLS	Date JUN. 2025	Job No. 2025.82

City of Highland



MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: June 27, 2025

SUBJECT: Spillway Improvements 2025, PW-10-25 Notice of Municipal Letting

RECOMMENDATION

I recommend you request council approval to advertise the Notice of Municipal Letting for the Spillway Improvements project.

DISCUSSION

In 2021, we completely replaced a portion of the southern retaining wall that was falling into the spillway. As part of that project, we installed anchors through the wall and into the ground behind the wall. This will secure the wall and prevent it from moving. This project will install the same anchors as a proactive measure for the northern walls. Additionally, we will make repairs to the spillway floor surface.

FISCAL IMPACT

The project is budgeted with Water funds.

CONCURRENCE

Recommended by:

Joe Gillespie, Director of Public Works

Approved by:

Christopher Conrad, City Manager

City of Highland



MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: June 27, 2025

SUBJECT: Sealing Asphalt Shared Use Paths 2025, PW-05-24 Recommendation for Award

RECOMMENDATION

I recommend that you request council approval to award a contract to McConnell's of St. Louis, Inc. in St. Louis, Missouri, for \$31,792.00.

DISCUSSION

We opened bids on June 26, 2025. The bidding was competitive, and the details are attached. This project was scheduled for completion in fiscal year 2025. We had trouble finding interested bidders last year and decided to postpone the project until this summer.

FISCAL IMPACT

The project is funded with Non Home Rule Sales Tax funds.

CONCURRENCE

Recommended by:_ Joe Gillespie, Director of Public Works

Approved by:_

Christopher Conrad, City Manager

CITY OF HIGHLAND------BID TABULATION-----DEPARTMENT OF PUBLIC WORKS

BID OPENING PLACE: City Hall TIME: 10:00 a.m. DATE: 6/26/2025

PROJECT # / DESCRIPTION: Sealing Asphalt Shared Use Paths 2025, PW-05-24

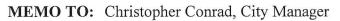
Bidders	Bid Security	Total Price
McCONNELL'S OF ST. LOUDS INC. ST. LOUIS, MO	×	\$31,792.00
ASPHALT SERVACES, LLC MARYLOND HEIGHTS CONCERNON MD	×	\$35, 599.00
ROUTERS ASPHALT BECKENEYOL, IL	×	\$36,690.00

BID OPENER: JOE BI UESPIÉ (print name)

BID RECORDER: JEFFEDY ?. VOSS (print name)

City of Highland





- FROM: Joe Gillespie, Director of Public Works
- **DATE:** June 18, 2025
- **SUBJECT:** Intergovernmental Agreement for the Municipal Maintenance of State Highways Recommendation for Approval

RECOMMENDATION

I recommend that you request council approval of an intergovernmental agreement with the State of Illinois for the maintenance of state-owned highways within our corporate limits, as attached.

DISCUSSION

The intergovernmental agreement outlines the scope of services and responsibilities for maintenance of state highways within the City, and compensation for this maintenance. This is a 10-year agreement totaling \$472,504.30. The State makes quarterly payments to us.

FISCAL IMPACT

Monies received are put into the Street and Alley account.

CONCURRENCE

Recommended by:

Joe Gillespie, Director of Public Works

Approved by:_

10

Christopher Conrad, City Manager

RESOLUTION NO.

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN CITY AND STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION, REGARDING MUNICIPAL MAINTENANCE OF STATE HIGHWAYS

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, State of Illinois Department of Transportation ("IDOT") is duly established and organized under Illinois law; and

WHEREAS, City and IDOT are permitted, authorized, and empowered to contract with each other under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois, and pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, IDOT has proposed an Intergovernmental Agreement between City and IDOT, regarding maintenance of state-owned highways within City corporate limits. (*See* "IDOT Agreement" attached hereto as **Exhibit A**); and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to enter into the IDOT Agreement (*See* Exhibit A); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute and date the IDOT Agreement, and any other documents necessary to give effect to the IDOT Agreement (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The IDOT Agreement between City and IDOT, is approved. See Exhibit A.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Curry Proposal for the Project, or any other documents necessary to give effect to the Curry Proposal (*See* Exhibit A).

Section 4. This Resolution shall be known as Resolution No. ______ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative record, as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois



City of Highland

Department of Light and Power

Memo to:	Chris Conrad, City Manager
From:	Dan Cook, Director of Light & Power
Date:	June 24, 2025
Subject:	Tantalus Meter Annual Maintenance and Technical Support Payment

RECOMMENDATION

I recommend that you seek council approval to pay the attached invoice from Tantalus Systems Inc. for \$55,376.60 for the purchase of a Technical Support and Annual Maintenance Agreement per the attached invoice.

DISCUSSION

As you are aware the City selected Tantalus to be the provider of our Smart Grid Meter Network and along with the purchase of their hardware and use of their software comes an annual support fee that covers software maintenance updates, endpoint licenses and ongoing technical support. This annual support is necessary to facilitate the ongoing functioning of our system.

FISCAL IMPACT

This item is budgeted for in the 2025 Fiscal budget under GL#101-101-5-393-00.

CONCURRENCE
Recommended by:
Daniel Cook, Director of Light & Power
Approved by:
Chris Conrad, City Manager

RESOLUTION NO.

A RESOLUTION AUTHORIZING SOLE SOURCE PURCHASE OF SERVICES FROM TANTALUS SYSTEMS, INC. FOR ANNUAL MAINTENANCE AND TECHNICAL SUPPORT

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City selected Tantalus Systems, Inc. ("Tantalus") to be the provider of City's smart grid meter network; and

WHEREAS, City has determined that the purchase of Tantalus hardware and the use of Tantalus software requires software maintenance updates, endpoint licenses, and ongoing technical support; and

WHEREAS, City has determined the annual support from Tantalus is necessary to facilitate the ongoing functioning of the City's smart grid meter network; and

WHEREAS, City is permitted by Illinois law to purchase services, including services from Tantalus for annual maintenance and technical support, when there is no comparable competitive product or service and is available from only one supplier or source; and

WHEREAS, City has determined services from Tantalus for annual maintenance and technical support can only be purchased from Tantalus; and

WHEREAS, City has determined the services from Tantalus for annual maintenance and technical support will cost City \$55,376.60 to purchase (*See* "Tantalus Invoice" attached hereto as **Exhibit A**); and

WHEREAS, the Director of Light and Power has informed the City Council that the services from Tantalus for annual maintenance and technical support are budgeted in the 2026 City fiscal budget; and

WHEREAS, the City Council finds that the Tantalus Invoice (**Exhibit A**) for the purchase of services from Tantalus for annual maintenance and technical support should be approved; and

WHEREAS, the City Council deems it to be in the best interests of City to purchase services from Tantalus for annual maintenance and technical support (**Exhibit A**) as a Sole Source Purchase; and

WHEREAS, the City Council also finds that the City Manager should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to make the purchase, pursuant to the Tantalus Invoice (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. Purchase of services from Tantalus for annual maintenance and technical support (**Exhibit A**) as a Sole Source Purchase is approved.

Section 3. The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase.

Section 4. This Resolution shall be known as Resolution No. ______ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois



Tantalus Systems Inc.

 1130 Situs Court, Suite 230

 Raleigh, NC
 27606
 USA

 Phone:
 604-299-0458

 Fax:
 604-451-4111

Sold To:

City of Highland P.O. Box 218 1115 Broadway Highland, IL 62249

Invoice

<u>Wire Payment to:</u> Tantalus Systems Inc. Comerica Bank 226 Airport Parkway, San Jose, CA 95110 ABA/Routing Number: 121137522 SWIFT Code: MNBDUS33 Account Number: 1894554193

Date:	Page:
May 31, 2025	1
Invoice Numb	er
AM2025-068	

FOB Vancouver **Destination** Highland

Ship To:

Order No.PO NumberShip ViaTerms2025 AM&TSAPREMIUM 2025NET30

Qty. Ord.	Qty. Shp	Item Number	Description	Unit Price	UOM		Amount
0rd. 1	Shp 1	Item Number 2025AMTSAP	Description Annual MaintenancePremium Server, Software Annual Maintenance & TSA Premium Prime Support & TUNet Maintenance Fees Jan 2025 to Dec 2025	Unit Price 55,376.60	EA		Amount 55,376.60
Comm 2025 A		SA .		Subtotal		USD	55,376.60
				Total sales	tax	USD	0.00
<u>Remit</u> Tantalı	<u>Check :</u> us Syst	<u>to:</u> ems Inc. PO BOX 674	556 DETROIT MI 48267-4556	Total Amo	unt	USD	55,376.60



City of Highland

Department of Light and Power

- Memo to: Chris Conrad, City Manager
- From: Dan Cook, Director of Light & Power

Date: June 27, 2025

Subject: Issuance of Purchase Order to Langhauser Sheet Metal Company for 3 RTU's

RECOMMENDATION

I recommend that you seek council approval to allow us to issue a purchase order to Langhauser Sheet Metal Company in the amount of \$28,500.00 for the replacement of 3 – RTU's (Rooftop Heating and Cooling Units) required at the Light & Power Building due to hail damage.

DISCUSSION

Several of our City facilities were damaged during a hail storm that took place on March 14th, 2025. The insurance company had us obtain cost estimates for the repairs, and that assessment and estimate was provided by Energy Wise. The insurance company approved the expense, however we sought multiple quotes to ensure we were receiving the best pricing available and Langhauser Sheet Metal Company was the lowest bidder as can be seen in the attached (Exhibit A). It is understood that a purchase over \$25,000 would normally deem a NOML, however in the interest of time, as the season is rapidly warming up and the existing units are on the edge of failure, we obtained 3 quotes all of which were below what the insurance company has agreed to pay and ask that you waive the usual NOML process and allow this "emergency" purchase in order to prevent total unit failure and lack of air conditioning for the staff, prior to being able to replace them.

FISCAL IMPACT

The insurance company has agreed to the cost estimates provided by Energy Wise, which was the highest of the 3 bidders, and the funds we have received from the insurance company (Exhibit B) will cover the costs of the replacement of these 3 units.

	CONCURRENCE	
Recommended I	by: Daniel Cook, Director of Light & Power	
	Daniel Cook, Director of Light & Fower	
Approved by:	ATT	
	Chris Conrad, City Manager	

RESOLUTION NO.

A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND APPROVING AND AUTHORIZING THE EXECUTION OF AN EMERGEMCY PURCHASE FOR THREE ROOFTOP HEATING AND COOLING UNITS FROM LANGHAUSER SHEET METAL COMPNAY FOR \$28,500.00

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a nonhome rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, pursuant to the City of Highland purchasing policy:

D. Emergency Purchase Policy

Emergencies are defined as events that could not have been foreseen where immediate action is necessary to safeguard the public's health and safety. In the event of an emergency affecting the public health and safety, the City Manager or his/her designee may authorize a vendor to perform work necessary to resolve such emergency without formal bid solicitation. Documentation of the emergency and the need for immediate action shall be presented to the City Council in a reasonable period of time following resolution of the crisis.

The following procedures shall be followed in the event an emergency purchase order is needed: An emergency purchase order can be used authorizing a vendor to perform any and all work necessary only if the public health, safety, and services could be affected. The Department Director will issue an emergency purchase order to the vendor. If the emergency and the need for immediate action exceed \$10,000, documentation shall be presented to the City Manager or his/her designee prior to such authorization. After the emergency has been resolved, the Department Director shall submit a purchase requisition for the goods purchased. The Department shall explain the need for the emergency purchase order and reference the purchase order number that was issued to the vendor.

The Director of Finance or his/her designee will then add the requisition to the emergency purchase order.

(See City of Highland Purchasing Policy); and

WHEREAS, the Director of Light and Power has informed City Council that several buildings were damaged in a recent hail storm and that the current heating and cooling units being utilized are on the brink of failure; and

WHEREAS, the Director of Light and Power has informed City that due to the unstable status of the current heating and cooling units and with the weather rapidly warming, the Department of Light and Power is in emergency need of three (3) heating and cooling units ("Units"); and

WHEREAS, due to the emergency need of the Units, the Director of Light and Power is requesting forego the usual NOML process with the purchase of the Units; and

WHEREAS, the Director of Light and Power has informed City Council that the Units can be purchased from Langhauser Sheet Metal Company for \$28,500.00 ("Quote") (*See* Langhauser Sheet Metal Company Quote attached hereto as **Exhibit A**); and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement and to purchase the Units pursuant to the Quote (**Exhibit A**) as a sole source purchase; and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to waive the competitive-bidding requirement and to purchase the Units pursuant to the Quote (**Exhibit A**) as a sole source purchase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The purchase of the Units pursuant to the Quote (Exhibit A) as a sole source purchase is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to purchase the Units pursuant to the Quote (**Exhibit A**) as a sole source purchase.

Section 4. This Resolution shall be known as Resolution No. ______ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in theOffice of the City Clerk, on the _____day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois



120 Matter Drive, Highland, IL 62249 P 618/654-8086 F 618/654-3077

June 18, 2025

To: City of Highland Utilities Building

Job Name: Utility Building Hail Damage Replacements

Furnish and install the following:

Option #1: Replace (3) hail damaged RTU's with new Rheem units.

Reclaim freon, remove and dispose of damaged coils Two Rheem 3-T RTU (R410A refrigerant) with hail guards, OA kit, and curb adapter. One Rheem 5-T RTU (R410A refrigerant) with hail guards, OA kit, and curb adapter. One crane lift Labor, taxes, warranties.

Total Price: \$28,500.00

Sincerely,

Trevor Langhauser

KALMER HVAC SERVICES ,LLC

Estimate

1090 N Walnut Breese, IL 62230-3642 US +16184206236 cjkalmer@yahoo.com

	ADDRESS	
	Highland Electric Department	
	2610 Plaza Dr	
	Highland, II 62249	
ESTIMATE #	DATE	
2446	06/19/2025	

ACTIVITY	AMOUNT
Estimate to replace 3 roof top units.	
Services Installed:	29,330.00
1- Ruud roof top unit- RGEAYB060ACT101NAAJA-5-ton, 13.4 SEER, 100,000 btu Includes- Fresh air damper, filter kit, curb adapter, low voltage wiring, gas connections, electrical connections, crane fee, disposal of old equipment, labor to install.	
2-Ruud roof top unit- RGEAYB036ACT101NAAJA- 3-ton, 13.4 SEER, 100,000 btu Includes- Fresh air dampers, filter kits, low voltage wiring, gas connections, electrical connections, crane fees, disposal of old equipment, labor to install.	
Equipment, material, and installation-\$29,330.00	
TOTAL	\$29,330.00

Accepted By

Accepted Date

PROPOSAL



Job Name: Light and Power

Customer Name: City of Highland

Date:5/19/25

We propose to: replace three rooftop units with new American standard units. Rooftop units will be equipped with manual fresh air damper, and hail guards. Project cost to include parts labor equipment to complete installation.

ltem	Description	Unit Price	Total
	Project cost for above said work		\$31,776.00
		den af hendeling for hand als and defensively datasets of the solution of the head Marketson	

Hours – Timeframe to complete a job: 2 days Quote good for: 15Days.

Customer signature: _____

Energy Wise signature: _____

4853 Old State Road, Aviston, IL 62216 618-401-3726

mhrongey@hotmail.com



То:	Chris Conrad, City Manager
From:	Mallord Hubbard, Director of Economic Development
CC:	Mayor and City Council
Date:	June 25, 2025
Re:	Approval of Façade Improvement Program Agreement with Steve Heimsath for project located at 2635 Plaza Drive.

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program
Agreement with Steve Heimsath for project located at 2635 Plaza Drive.

DISCUSSION:	The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$78,072.00.
FISCAL IMPACT:	Developer will be eligible for a maximum of \$10,000.00 (25% of estimated eligible project costs or \$10k maximum) to be reimbursed after invoices have been submitted. Reimbursement will be issued from Business District A.

RESOLUTION NO.

A RESOLUTION APPROVING APPLICATION AND AWARDING CERTAIN FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND FAÇADE IMPROVEMENT PROGRAM TO STEVE HEIMSATH FOR 2365 PLAZA DR. HIGHLAND, IL 62249

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq*. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, Steve Heimsath ("Developer") is the owner of 2635 Plaza Dr. Highland, IL 62249 ("Property"); and

WHEREAS, Developer has submitted a Façade Improvement Program Application ("Application") (*See* Exhibit A); and

WHEREAS, Developer has submitted a Façade Improvement Program Agreement ("Agreement") (See Exhibit B); and

WHEREAS, City wishes to encourage Developer to make improvements and repairs to the exterior facade of Developer's commercial building in City Business District A, and assist Developer with eligible costs, including:

1.	Patio enclosure addition	\$65,000.00
2.	New awnings on all windows	\$9,772.00
3.	New exterior paint	\$2,100.00
4.	Parking lot striping	\$1,200.00

Total Estimated Eligible Project Costs: \$78,072.00

("Project"); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to a \$10,000.00 cap; and

WHEREAS, because the Property is located in City Business District A, the Project is eligible for reimbursement of certain expenditures related to repair and improvement of the exterior façade at the Property; and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to approve the Application and Agreement submitted by Developer (*See* Exhibits A, B); and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to approve the Application and Agreement submitted by Developer (*See* Exhibits A, B).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The Application and Agreement submitted by Developer (See Exhibits A, B) are approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute the Application and Agreement submitted by Developer (*See* **Exhibits A, B**).

Section 4. This Resolution shall be known as Resolution No. ______ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative record, as follows:

AYES:

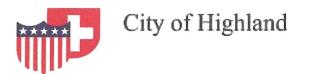
NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois



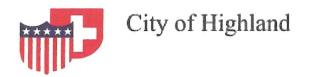
Façade Improvement Program Application

Property Address: _2635 Plaza Dr. Highland, IL_____ Owner Name: ____Steve Heimsath______ Phone Number: ___618-791-1693_____ Address: ___2635 Plaza Dr ______ Email: ____sjheimsath@yahoo.com______ Current Tenant(s): E.L.Flanagans Estimated Project Cost: ____\$110,072_____ Requested Reimbursement Amount(max 25% of Project Costs): ____27,518_____ **Proposed Improvements Estimated Cost Per Improvement** 1.New roof with shingle color change. Green to Black 32,000 2.Patio enclosure addition 65,000 3.New awnings on all windows 9,772 4.New exterior paint 2,100 Parking lot striping 1,200 6. 7. 8. 9. 10.

\$110,072

11.

12.Total improvement



Please attach the following and label as numbered attachments:

Attachment #1: Current photos of the façade(s)

Attachment #2: Proposed rendering

Attachment #3: Any other applicable attachments (quotes from contractors, material samples, color swatches, narrative statements, etc.)

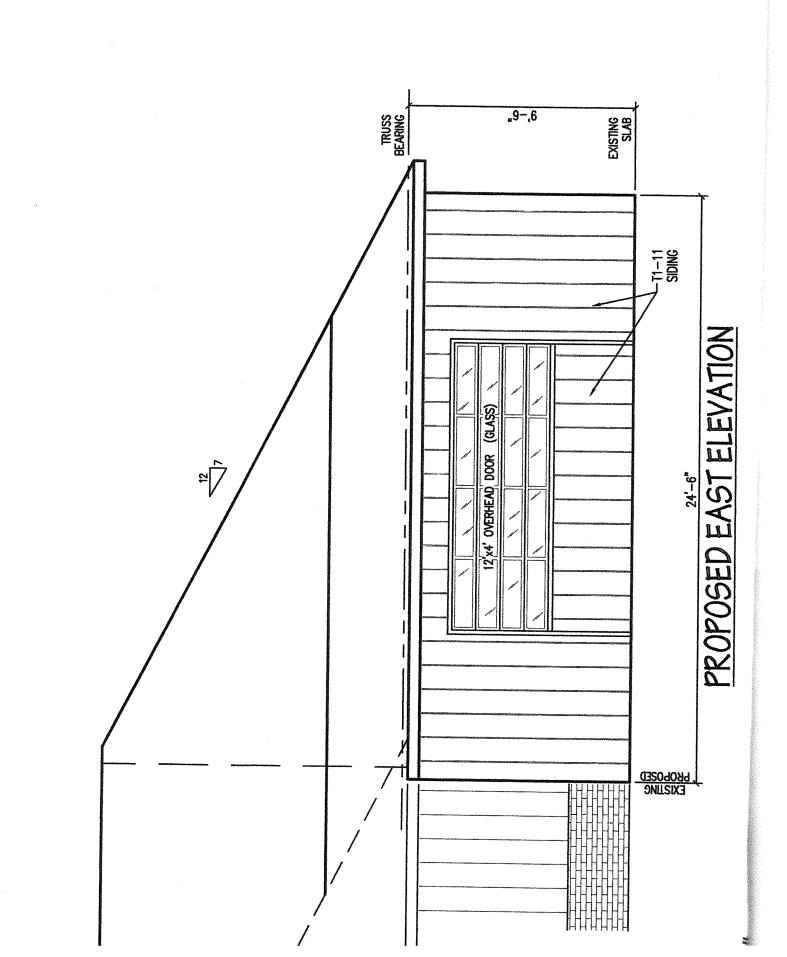
Steve Heinisath Herbe 27,2025

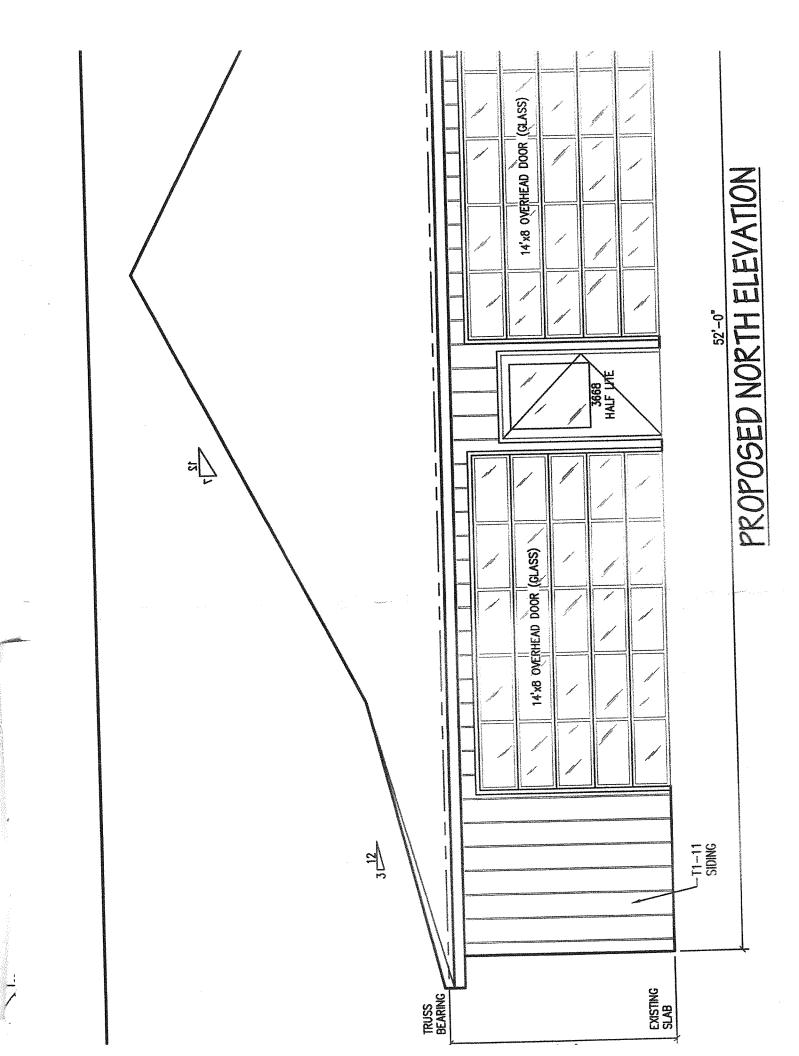
Signature

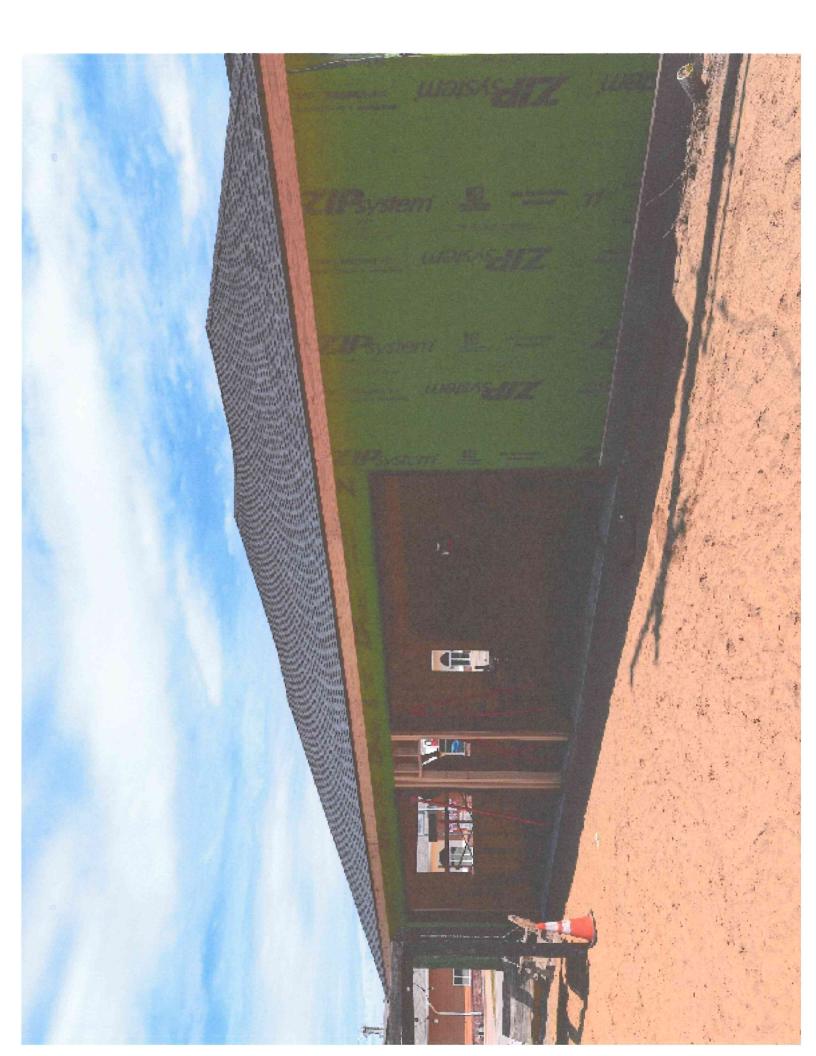
_May, June 10, 2025

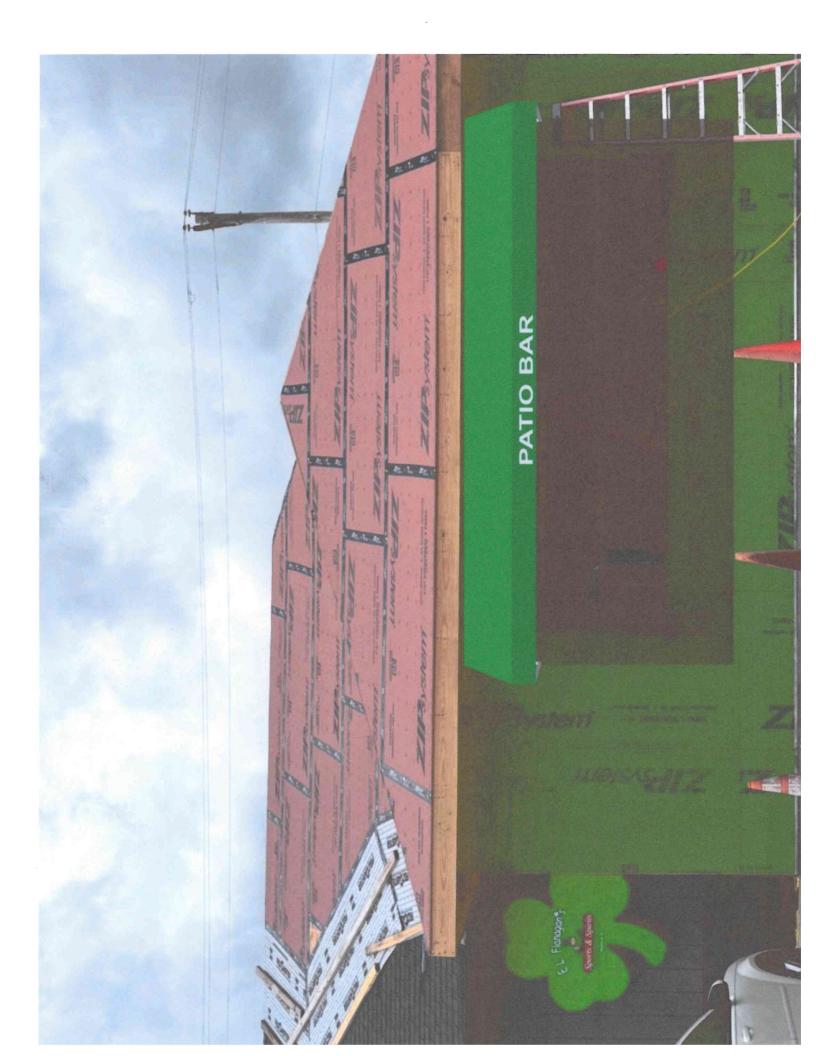
Date

Please submit applications to Mallord Hubbard, Director of Economic Development, at <u>mhubbard@highlandil.gov</u> or at City Hall, 1115 Broadway.









QUOTE



TRAUBE OUTDOORS LLC 4 Fun Ln Hartford, IL 62048 Phone: 618-216-3751 Email: joe@traubeawning.com Customer name: EL Flannigans Restaurant Street address: 2635 Plaza Dr City, State, Zip: Highland, IL 62249 Phone: 618-791-1693 Email: sjheimsath@yahoo.com Contact Name: Steve Heimsath

Sales	person	Job Description	Payment Terms	
Joe H	unter	Recovers, 2 New Awnings	50% deposit, balance on installation	
Qty	Style	Description	的,你们们不会 是	Price
1	Traditional (Patio Bar) Hipped Marquee	Width: 14' 3" Height: 1' 6" De Width: 5' Height: 2' Depth: 3'	•	Material- \$5,152.58 Material Tax- \$404.48 Labor- \$4,214.94
2	Traditional	Width: 5' Height: 2' 2" Depth		of\$9,772.00
3	Traditional	Width: 6' 7" Height: 2' 1" Dep	oth: 1' 3"	
1	Traditional (Front Window) Width: 12' 1" Height: 2' 1" De	epth: 1' 3"	

Note- Jobs are scheduled to be completed 6-8 weeks after a deposit is received











"For all your building and remodeling dreams"

3356 Bush Drive Highland, IL 62249 Office (618-781-2167) Ed (618-781-2168)

Bill To

EL FLANAGAN'S SPORTS & SPIRITS 2635 Plaza Dr. Highland, IL 62249

Invoice

Date 6/3/2025	Invoice #
6/3/2025	2276

Due Date & Terms

Due upon receipt. Finance charges after 5 days on unpaid balances, 2% per month or 24% annual percentage rate.

Description	Amount
Install custom cabinet with top Cut concrete, jack hammered concrete, hauled away dirt spoils & concrete, trees, & tr Secavator, trucking, skidloadeer & misc. skidloader work (including truss boom (31 h Ooured foundations, stripped forms & poured concrete. Pramed walls, set trusses, roof sheathing, water proofed Work performed (2/25-5/30 284 hrs. @ \$65/hr) Material (see attachment) Material (see attachment)	I,000.00
hank you, we appreciate your business!	Total \$48,990.75



618-259-7434 or 866-999-7434

Invoice Address Fischer Builders Inc

3356 Bush Drive Highland, Illinois, 62249

Delivery Address

Fischer Builders, Inc E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

Invoice No

Terms

Customer

Your Ref

Our Ref

Taken By

Sales Rep

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05/09/2025 5%Tms/N Disc 203825

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John Hausman

Page 1 of 1



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	namanan na ananan na ananan mananan ang kananan ang kananan ang kananan ang kananan ang kananan ang kananan kan			Total Amo	ini	\$3,834 33
				Sales Tax		\$266.04
				invoice To	ital :	\$4,150 41

Continued on next page...

Payment is due in full by the 10th of each month.



Fischer Builders Inc 3356 Bush Drive Highland, Illinois, 62249

Delivery Address

Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

Invoice No

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Customer

Your Ref

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Taken By

Sales Rep

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And Antonio An

Page 1 of 1 Special Instructions Notes Boom mid afternoon, call Ed to meet, 618.781 2168 Line Description Qty/Footage Price Per Total 2616 - 2 X 6-16' #2 SPF 18 ea 14.43 ÷8 259 74 18/16 2611658 - 2 X 6-116 5/8" PRECUT SPF 2 120 ea 10.85 63 1.302.00 120/10 3 2610 - 2 X 6-10' #2 SPF 2 ea 8.32 ÷3 16.64 2/10 4 2614 - 2 X 6-14 #2 SPF 1 ea 11 11 ea 11.11 1/14 5 2616 - 2 X 6-16' #2 SPF 2 ea 14 43 ea 28.86 2/16 8 21010 - 2 X 10-10 #1 YP 2 @8 15 21 ea 30.42 2/10 7 21012 - 2 X 10-12'#1 YP 3 ea 18.25 p à 54.75 3/12 8 14LVL - 1-3/4 X 11-7/8-14' 2.0E LVL 2 ea 111.07 222 14 ea 9 16LVL - 1-3/4 X 11-7/8-16 2.0E LVL 4 ea 126.94 88 507 76 2412 - 2 X 4-12 #2 SPF 15 ea 674 : 101-10 83 15/12 11 716482 - 7/16-4X8 ZIP WALL SHEATHING 28 ea 25.41 ¢8 711.48 12 32T - 3-3/4" x 99' ZIP TAPE đ, 88 35.28 88 141.12 120P - 650839 3-1/4" X .131 PASLODE STICK NAIL 2 box 80.40 box 160.80 2 5M/BOX 30 DEGREE NAIL 2500 PER BOX 8DP - 650237 2-3/8 PASLODE STICK 5M/BOX 30 DEGREE 14 1 box 121.84 box 121.84 NAIL 5M PER BOX Total Amount

 Total Amount
 \$3.669.76

 Sales Tax
 \$251.38

 Invoice Total
 \$3.921.14

Continued on next page.

Payment is due in full by the 10th of each month



Invoice Address Fischer Builders, Inc 3356 Bush Drive Highland, Illinois, 62249

Delivery Address

Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

Invoice No Invoice Date

Terms

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Taken By

Sales Rep

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John Hausman John Hausman



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3	2820 - 2 X 8-20' #1 YP 8/20			ea	22.32	63	246 9 178 S
4	2620 - 2 X 6-20' #2 SPF 15/20		15	ea	17.39	ea	260 8:
5	60700 - 50 PAC 6" SIMPSON SDWC 15600-KT TRUSS SCREW		2	ea	44 99	¢ð	89 91
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					Total Amo		\$2.555.39
					Sales Tax	1	5175.04
					Invoice Tr	otal	\$2,730.43

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Payment is due in full by the 10th of each month.



Fischer Builders, Inc. 3356 Bush Drive Highland, Illinois, 62249

Delivery Address Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

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Invoice Date Terms Customer Your Ref Our Ref Taken By Sales Rep

Invoice No

05/29/2025 5%Trms/N Disc. 203825 Ext Doors 1541280 Garry Haas John Hausman

Specia	I Instructions	Notes	n han a baran sa an		
all Cu	stomer When In				Alternational (Inc.) Butternand (Inc.) (Inc.
Line	Description	Qty/Footage	Price	Per	Total
N an	zz_SOED_16144 - 3/0 x 6/8 RHOS Primed SD-K9SG Clear 1/2 Glass / 1-Panel Steel Door Unit W/ Primed 6-9/16" Dura Frame Jamb, ADA Mill Finish Silf, US32D Hinges & Double Bore	2 0:2	828.60	68	1.657
2	zz_SOED_16145 - 3/0 x 6/8 LHOS Primed SD-K9SG Clear 1/2 Glass / 1-Panel Steel Door Unit W/ Primed 6-9/16" Dura Frame Jamb, ADA Mill Finish Sill, US32D Hinges & Double Bore	1 ea	828.60	ea	828
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		andre for any second	Total Amo	unt	\$2.485.8
			Sales Tax		\$170.2
			Invoice Tr		\$2.636.0



Invoice Address Fischer Builders, inc. 3366 Bush Drive Highland, Illinois, 62249

Delivery Address

Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

Invoice No Invoice Date Terms 5%Trms/N Disc Customer Your Ref Our Ref Taken By Sales Rep



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05/15/2025

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John Hausman



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Line	Description		Qty/Footage	Price	Per	Total
ť	ZZ_SOM_212269 - 2x8-16' OWENS CORNING BLACK STRUCTURAL LUMBER	-	7 ea	177 69	68	1,243 8
2	ZZ_SOM_212270 - 2x8-12' OWENS CORNING BLACK STRUCTURAL LUMBER		1 ea	134.31	ea .	134.3
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				¹ Total Amo	unt	\$1,378.14
				Sales Tax		\$94 40
				involce To	rtal	\$1,472.54

Continued on next page ...

Payment is due in full by the 10th of each month



Fischer Builders, Inc. 3356 Bush Drive Highland, Illinois, 62249

Delivery Address

Fischer Builders. Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

Invoice No Invoice Date Terms Customer Your Ref Our Ref Taken By Sales Rep

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05/31/2026 5%Trms/N Disc. 203825

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John Hausman John Hausman



Page 1 of 1

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.ine	Description	Qty/Footage	Price	Per	Total
4.	ZZ_SOM_213156 - 4x9 JH PRIMED SIERRA 8 T1-11 SIDING PANEL	14 ea	90.91	ea	Total 1.272
			Total Amo	unt	\$1.272.1
			Sales Tax		\$87.1
			Invoice To	. tal	\$1.359.9



Fischer Builders, Inc. 3356 Bush Drive Highland, Illinois, 62249 Delivery Address Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive

Highland, IL

Sales Invoice

Invoice No Invoice Date Terms Customer Your Ref Our Ref Taken By Sales Rep 308418

06/02/2025 5%Trms/N Disc. 203825

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John Hausman John Hausman



Page 1 of 1 Special Instructions Notes deliver monday if possible Line Description Qty/Footage Price Per Total 4 SDGSS - 3 " x 10" SIDING STARTER STRIP 3 ea 5.38 ea 16.14 2 C\$VOSC - WOLVERINE CASTLE STONE VINYL OSC 1 ea 24.08 ea 24.08 BRUSHED 3 CSJB - CASTLE STONE J BLOCK # 059 2 ea 12.23 ea 24.46 CSVU - WOLVERINE CASTLE STONE VINYL UNDERSILL ÷. 6 ea 6.38 83 38.28 5 CSVJ - WOLVERINE CASTLE STONE VINYL J 5/8 MATTE 20 ea 6.73 88 134 60 8 CSVS - PIECE WOLVERINE CASTLE STONE DBL 4-1/2" 88 ea 10.81 88 951.28 STRAIGHT LAP VINYL SIDING- 11 pc/sq 7 134GRLB - LBS: 1-3/4" GALVANIZED ROOFING 10 LB 3.15 18 31.50 4 Boxes/8 Square Total Amount \$1,220.34 Sales Tax \$83.59 Invoice Totai \$1,303,95



Fischer Builders, Inc. 3356 Bush Drive Highland, Illinois, 62249

Delivery Address Fischer Builders, Inc.

E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

Invoice No Invoice Date Terms Customer Your Ref Our Ref Taken By Sales Rep

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John Hausman John Hausman



Page 1 of 1

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1	3ZT - 3-3/4" x 90' ZIP TAPE	5 68	35.28		n min bin ing mana di ana ana ang ang ang ang ang ang ang ang
2	8BLF - 8" X 12' BLACK FASCIA	11 ea	27,71	ea	176
3	BLFC - 12' BLACK ALUM. F CHANNEL, PART S	11 ea	15.79	ea	364
4	BLHC - 12' BLACK H CHANNEL	1 ea	24.01	ea	173
5	16BLCVS - 16" X 12' BLACK CENTERVENT SOFFIT 12 PCS PER CARTON	11 ea	33.74	ea ea	24. 371.
6	60065 - 1# BLACK STAINLESS TRIM NAIL	1 ea	13.14	ea	13.
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			Total Amo	unt	\$1,063.14
			Sales Tax		\$72.8:
			Invoice To	xtał	\$1,136.03



Fischer Builders, Inc. 3356 Bush Drive Highland, Illinois, 62249

Delivery Address

Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

Invoice No Invoice Date Terms Customer Your Ref Our Ref Taken By Sales Rep

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05/31/2025 5%.Trms/N Disc. 203825

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John Hausman John Hausman



Page 1 of 1

	Instructions	Notes			
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.ine	Description	Qty/Footage	Price	Per	Total
1	ZZ_SOM_213158 - 5/4x4-10' KLEER PVC O/S CORNER-WOODGRAIN	j ea	77.59	ea	232
2	1418TB - 1 X 4-18' KLEER WHITE PVC TRIM BOARD	1 ea	36.29	98	36
3	60695 - KLEER WHITE WOODGRAIN CORTEX SCREW 50 LFT	1 ea	35 09	ea	36
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			Total Amo	iunt	\$304.1
			Sales Tax		\$20 £
			Invoice Tr	otal	\$324.9



618-259-7434 or 866-999-7434

Invoice Address

Fischer Builders, Inc. 3356 Bush Drive Highland, Illinois, 62249

Delivery Address

Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales in	nvoice
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Page 1 of 1

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			Total Amo	unt	\$239.38
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			Invoice To	utai	\$255.75

Payment is due in full by the 10th of each month

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Fischer Builders, Inc. 3356 Bush Drive Highland, Illinois, 62249

Delivery Address Fischer Builders, Inc. E L Flanigans Sport & Spirits 2635 Plaza Drive Highland, IL

Sales Invoice

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Invoice Date

Invoice No

Terms

Customer

Your Ref

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Taken By

Sales Rep

06/02/2025 5%Trms/N Disc. 203825

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John Hausman John Hausman

Page 1 of 1

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2	738535 - 1-1/2" X 72" GALVANIZED SLOTTED ANGLE					
3	738205 - 1-1/2" X 48" GALVANIZED SLOTTED ANGLE		5 ea	19.78	63	98
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		,		Total Amou	int	\$157.0
				Sales Tax		\$10 7(
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FAÇADE IMPROVEMENT PROGRAM AGREEMENT BUSINESS DISTRICT A

This Façade Improvement Program Agreement ("Agreement") is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation ("City") and Steve Heimsath ("Developer"). City and Developer may be referred to individually as "Party" and together as "Parties." This Agreement shall be effective when signed by both Parties, and approved by the corporate authorities of the City of Highland, Illinois (the "Effective Date"):

PREAMBLES

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, Developer is the owner of 2635 Plaza Dr. Highland, IL 62249 in Highland, Illinois ("Property"), which is located in City Business District A; and

WHERAS, Developer has submitted a "Façade Improvement Program Application" (*See* Exhibit A); and

WHEREAS, City wishes to encourage Developer to make improvements and repairs to the exterior facade of Developer's commercial building in City Business District A, and assist Developer with eligible costs, including:

1. Patio enc	losure addition	\$65,000.00
2. New awr	ings on all windows	\$9,772.00
3. New exte	erior paint	\$2,100.00
4. Parking l	ot striping	\$1,200.00

Total Estimated Eligible Project Costs: \$78,072.00

("Project"); and

WHEREAS, because the Property is located in City Business District A, the Project is eligible for reimbursement of certain expenditures related to repair and improvement of the exterior façade at the Property; and

WHEREAS, to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter into an agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will help to eradicate blight, enhance property values, improve aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents, including, but not limited to, anyone utilizing the Property; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Business District A Plan, and it is in the best interest of City to promote repair, improvement, renovation, addition, rehabilitation and expansion of the Property through the use of the Façade Improvement Program and Business District A funds.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligations of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above, and construction of the exterior façade improvements shall commence within ninety (90) days. The Project shall be substantially complete within twelve (12) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both parties. Specifically, Developer agrees as follows:

- 1. Developer will complete the Project in accordance with this Agreement, and the Façade Improvement Program plans shall be submitted to City for review. This includes any renovations which may be needed for exterior construction and improvements.
- 2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements.
- 3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire, safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public.
- 4. Developer is fully responsible for identifying and mitigating any building-related concerns identified by City.
- 5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances shall remain in full force and effect.
- 6. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may require for documenting Developer's costs incurred for the Project. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any

information from Developer deemed necessary by City to verify any information associated with this Agreement.

- 7. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
- 8. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.

Section 3. Obligations of the City. The City agrees to provide assistance to the Developer under the Façade Improvement Program as follows:

- 1. The Façade Improvement Program will provide up to 25% of the documented cost to improve the exterior façade of eligible commercial buildings in Business District A.
- 2. The maximum payment under the Façade Improvement Program, regardless of the total cost to improve the exterior façade of eligible commercial buildings in Business District A, shall not exceed \$10,000.00.
- 3. To be eligible for payment under the Façade Improvement Plan, the minimum total cost to improve the exterior façade of eligible commercial buildings in Business District A shall be \$10,000.00.
- 4. City shall allocate \$75,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to paid out from May 1 to April 30 of any given year where the Façade Improvement Plan has been approved by City.
- 5. City shall award Façade Improvement Program incentives according to the order in which the applications were accepted by City as approved.
- 6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$75,000 in any given year; the cap for Façade Improvement Program incentives shall be \$75,000 for each year the Program has been authorized by City.
- 7. The Façade Improvement Program shall include total approved costs incurred by commercial building owners, whether incurred personally or paid to third-party independent contractors, for improvements and repairs to the exterior facades of commercial buildings in Business District A.
- 8. Reimbursement of approved Project costs may be made within 45 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE TAXES GENERATED BY BUSINESS DISTRICT A AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly

from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 et. seq., in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer: Steve Heimsath 2635 Plaza Dr. Highland, IL 62249 To the City: Attention: City Manager PO Box 218.115 Highland, IL 62249

CITY OF HIGHLAND

Chris Conrad, City Manager

DEVELOPER:

Steve Heimsath



City of Highland Police Department

Dr. Carole A. Widman, Chief of Police

To: Honorable Mayor Hemann and City Council

From: Chief Carole Widman, Director of Public Safety

Date: June 24, 2025

Re: Section 42-31 of the Highland Municipal Code

I am submitting for your approval a request to add Ordinance 42.31 to Article II Offenses Affecting Governmental Functions – Police and Fire Officers: Interfering and Obeying.

Discussion: Currently, section 42-27 allows for charges of obstructing and resisting a peace officer. Simply saying "disobey" instead of "obstruct" or "resist" can be better in some situations. Disobey is a plain language term most people understand. It merely means not following a lawful order. Obstruct and resist are legal terms that carry more serious and specific implications (physical resistance, interference with officer duties). This ordinance also provides for both police and fire officials to provide a remedy that is less emotionally charged by simply stating a fact of noncompliance.

Budget Impact: This change has no impact on the Police Department budget.

We therefore respectfully request the Council to make the requested change to Section 42 of the Highland Municipal Code Offenses Affecting Governmental Functions to add Section 42-31 Offenses Affecting Governmental Functions – Police and Fire Officers: Interfering and Obeying.

Respectfully Submitted,

Chief Carole A. Widman Director of Public Safety

ORDINANCE NO.

AN ORDINANCE AMENDING CITY CODE, ADDING CHAPTER 42 – OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE II. – OFFENSES AFFECTING GOVERNMENTAL FUNCTIONS, SECTION 42.31 – POLICE AND FIRE OFFICERS; INTERFERING AND OBEYING

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a nonhome rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code with an addition pertaining to interfering and obeying with City Police and Fire Officers; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to add provisions regarding interfering and obeying with City Police and Fire Officers as stated herein.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. Chapter 42 – Offenses and Miscellaneous Provisions, Article II. – Offenses Affecting Governmental Functions, Section 42.31 – Police and Fire Officers; Interfering and Obeying, shall now be added to the City Code and state:

Sec. 42.31: Police and Fire Officers; Interfering and Obeying.

It shall be unlawful for any person:

(A) To knowingly prevent, obstruct, harass, or endanger, by any means, any Police Officer, Fire Officer or other official or employee or any Military Personnel on emergency duty within the city, in the lawful performance of his or her duties; and

(B) To knowingly or willfully refuse or neglect to obey, without reasonable justification therefore, any lawful order or direction of any Police Officer, Fire Officer, or other official or employee or any Military Personnel on emergency duty within the city.

Section 3. Any Ordinances or City Code provisions that conflict with the changes stated herein are hereby repealed and replaced by this Ordinance.

Section 4. That this Ordinance shall be known as Ordinance No. ______ and shall be effective upon adoption with implementation date of July 7, 2025.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois

RESOLUTION NO.

A RESOLUTION DESIGNATING FREEDOM OF INFORMATION OFFICERS PURSUANT TO SECTION 3.5 OF THE FREEDOM OF INFORMATION ACT

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a nonhome rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, Public Act 96-0542, which became effective on January 1, 2010, amended the Open Meetings Act (5 ILCS 120/1 *et seq.*), the Freedom of Information Act (as amended, the "FOIA" 5 ILCS 140/1 *et seq.*) and the Attorney General Act (15 ILCS 140/0.01 *et seq.*); and

WHEREAS, City is a "public body" as defined by the FOIA;

WHEREAS, pursuant to Section 3.5 of the FOIA, a "Freedom of Information Officer at City Hall" should be designated to receive and respond to all requests for public records of the City of Highland, Illinois, other than public records concerning the operation of the Highland Police Department; and,

WHEREAS, pursuant to Section 3.5 of the FOIA, a "Freedom of Information Officer at the Police Department" should be designated to receive and respond to all requests for public records of the City of Highland, Illinois, concerning the operation of the Highland Police Department;

WHEREAS, the City Council, by Resolution No. 25-02-3165, passed on February 18, 2025, and effective as of February 19, 2025, designated certain employees as Freedom of Information Officers for the purpose of receiving and responding to all requests for public records of the City of Highland, Illinois, other than public records concerning the operation of the Highland Police Department; and,

WHEREAS, the City Council, by Resolution No. 25-02-3165, passed on February 18, 2025, and effective as of February 19, 2025, designated certain employees as Freedom of Information Officers for the purpose of receiving and responding to all requests for public records of the City of Highland, Illinois, concerning the operation of the Highland Police Department; and,

WHEREAS, staffing changes that have occurred since Resolution No. 25-02-3165, passed on February 18, 2025, make it necessary for the City Council to reaffirm designations and in some cases designate certain other employees as Freedom of Information Officers, pursuant to Section 3.5 of the Freedom of Information Act.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. Deputy City Clerk Christopher Flake is designated Freedom of Information Officer at City Hall, for the purpose of receiving and responding to all requests for public records of the City of Highland, Illinois, other than public records concerning the operation of the Highland Police Department. Director of Support Services Jackie Heimburger and Accounting Clerk Megan Von Hatten are designated Alternate Freedom of Information Officers at City Hall, for the purpose of receiving and responding to – in the absence of the Freedom of Information Officer at City Hall – all requests for public records of the City of Highland, Illinois, other than public records concerning the operation of the Highland Police Department.

Section 3. Christopher Flake, as Freedom of Information Officer at City Hall, and Jackie Heimburger and Megan Von Hatten, as Alternate Freedom of Information Officers at City Hall, shall each have the power to designate another employee of the City of Highland, who regularly works in the City Hall, as Designee Freedom of Information Officer at City Hall for the purpose of receiving and responding – in their absence– all requests for public records of the City of Highland, Police Department. Christopher Flake, Jackie Heimburger and Megan Von Hatten shall coordinate their actions in making such designations, so that they designate the same person rather than different persons.

Section 4. Chief of Police Carole Widman is designated Freedom of Information Officer at the Police Department, for the purpose of receiving and responding to all requests for public records concerning the operation of the Highland Police Department. Police Department Employees Karen Leadbetter and Ainara Farina are designated Alternate Freedom of Information Officers at the Police Department for the purpose of receiving and responding to – in the absence of Chief Widman, Freedom of Information Officer at the Police Department – all requests for public records of the City of Highland, Illinois, concerning the operation of the Highland Police Department.

Section 5. Chief Carole Widman, as Freedom of Information Officer at the Police Department, and Police Department Employees Karen Leadbetter and Ainara Farina, as Alternate Freedom of Information Officers at the Police Department, shall each have the power to designate another employee of the City of Highland, who regularly works in the Police Department, as Designee Freedom of Information Officer at the Police Department for the purpose of receiving and responding – in the absence of all of them – all requests for public records of the City of Highland, Illinois, concerning the operation of the Highland Police Department. Chief Carole

Widman, Karen Leadbetter and Ainara Farina shall coordinate their actions in making such designations, so that they designate the same person rather than different persons.

Section 6. This Resolution shall be known as Resolution No. ______ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the _____ day of _____, 2025, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ALCOHOLIC LIQUOR, TO DECREASE THE NUMBER OF A2 LIQUOR LICENSES TO 4 AND TO INCREASE THE NUMBER OF D2 LIQUOR LICENSES TO 12.

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a nonhome rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines "Restaurant" as follows:

Restaurant means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where meals actually are served and regularly served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. (See 235 ILCS Sec.5/1-3.23)

and;

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class "A2" liquor licenses as follows:

6-26 <u>CLASSIFICATION - FEE – LIMITATION.</u>

Every person engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such licenses shall be divided into the following classes:

(1) *Class "A1" and class "A2" licenses: Taverns.* Class "A1" and class "A2" licenses shall authorize retail sale on the premises specified of alcoholic liquor of all varieties for consumption on the premises, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

b. Class "A2" license may permit the licensee to operate video gaming terminals upon the premises. Class "A2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "A2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's class "A2" license without refund of any portion of the license fee. An applicant for the class "A2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six video gaming terminals may be located on any class "A2" licensee's premises.

4. Every class "A2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "A2" license shall be \$500.00.

; and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class "D2" liquor licenses as follows:

6-26 <u>CLASSIFICATION - FEE – LIMITATION.</u>

Every person engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such licenses shall be divided into the following classes:

(4) Class "D1" and class "D2" licenses: Restaurants. Class "D1" and class "D2" licenses shall authorize the sale of alcoholic liquor of all varieties at retail for consumption on the premises in conjunction with the operation of a restaurant, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

(b) Class "D2" license may permit the licensee to operate video gaming terminals upon the premises. Class "D2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "D2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's Class "D2" license without refund of any portion of the license fee. An applicant for the class "D2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six video gaming terminals may be located on any class "D2" licensee's premises.

4. Every class "D2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.The annual fee for a class "D2" license shall be \$500.00.

;and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently limits the number of City Liquor licenses issued as follows:

6-26 <u>CLASSIFICATION - FEE – LIMITATION.</u>

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	5
Class A2	6
Class B	5 (Unlimited)
Class C	5 (Unlimited)
Class D1	8
Class D2	12
Class E	2 (Unlimited)
Class F	0 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to decrease the number of A2 liquor licenses from six (6) to four (4) licenses; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to decrease the number of D2 liquor licenses from five (5) to four (4) licenses; and

WHEREAS, City has determined the additional D2 liquor license will be issued to a qualified applicant by way of separate resolution.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. Chapter 6, of the Code of Ordinances, City of Highland, shall now read:

6-2-6 <u>CLASSIFICATION - FEE – LIMITATION.</u>

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	5
Class A2	4
Class B	5 (Unlimited)
Class C	5 (Unlimited)
Class D1	8
Class D2	12
Class E	2 (Unlimited)
Class F	1 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

Section 3. The number of A2 liquor licenses will be decreased from six (6) licenses to four (4) licenses.

Section 4. The number of D2 liquor licenses will be increase from eleven (11) licenses to twelve (12) licenses.

Section 4. The additional D2 liquor license will be issued to a qualified applicant by way of separate resolution.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative record, as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois

RESOLUTION NO.

A RESOLUTION ISSUING A "D2" LIQUOR LICENSE TO DJR PROPERTIES, LLC ON BEHALF OF CHIPPERS, PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ENTITLED ALCOHOLIC LIQUOR

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a nonhome rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, DJR Properties, LLC d/b/a Chippers (hereinafter "Chippers") desires to obtain a "D2" restaurant (video gaming) liquor license; and

WHEREAS, Chippers submitted an Application for a Retail Liquor Dealer's License to City (*see* Application attached hereto as **Exhibit A**); and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines "Restaurant" as follows:

Restaurant means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where meals actually are served and regularly served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. (*See* 235 ILCS Sec.5/1-3.23)

and;

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class "D1" and "D2" liquor licenses as follows:

6-2-6 <u>CLASSIFICATION - FEE – LIMITATION.</u>

Every person engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such licenses shall be divided into the following classes:

(4) Class "D1" and class "D2" licenses: Restaurants. Class "D1" and class "D2" licenses shall authorize the sale of alcoholic liquor of all varieties at retail for consumption on the premises in conjunction with the operation of a restaurant, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

- a. Class "D1" license will not permit the licensee to operate video gaming terminals upon the premises. The annual fee for such license shall be \$500.00.
- b. Class "D2" license may permit the licensee to operate video gaming terminals upon the premises. Class "D2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "D2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's Class "D2" license without refund of any portion of the license fee. An applicant for the class "D2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked. 3. No more than six video gaming terminals may be located on any class "D2" licensee's premises.

4. Every class "D2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "D2" license shall be \$500.00.

and

WHEREAS, Chipper's Application for Retail Liquor Dealer's License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City Council recently passed an Ordinance increasing the number of "D2" liquor licenses available from eleven (11) to twelve (12); and

WHEREAS, City has determined there is a "D2" liquor license currently available to be issued to Chippers; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue Chippers a "D2" Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the "D2" liquor license to Broadway; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue a "D2" liquor license to Chippers.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City shall issue a "D2" liquor license to Chippers.

Section 3. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative record, as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann Mayor City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk City of Highland Madison County, Illinois

APPLICATION FOR RETAIL LIQUOR DEALERS LICENSE

CITY OF HIGHLAND

NAME OF INDIVIDUAL FILLING FORM OUT:

TELEPHONE:

DATE OF APPLICATION:

LIQUOR LICENSE CLASS <u>B</u>

- 1. COPY OF DRAM SHOP INSURANCE
- 2. COPY OF LEASE/ CONTRACT
- 3. COPY OF DIAGRAM OF PREMISES
- 4. COPY OF STATE OF ILLINOIS LICENSE
- 5. PROOF OF STATE OF IL CLASSIFICATION, FOR EXAMPLE, LLC, DBA, INC.

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Class A1	Taverns	
Class A2	Taverns with Gaming	
Class B	Convenience Stores	
Class C	Grocery Stores	
Class D1	Restaurants	
Class D2	Restaurants with Gaming	
Class E	Clubs	
Class F	BYOB/Corking	
Class G	Gaming Hall	
Class H1	Hotel	
Class H2	Hotel with Gaming	

APPLICATION FOR RETAIL LIQUOR DEALERS LICENSE CITY OF HIGHLAND

This application properly completed and signed must be filed with the City Clerk and must be accompanied by a remittance in the proper amount, made payable to the City of Highland.

The undersigned individual or partnership herby makes application for a RETAIL LIQUOR DEALERS LICENSE and submits the following information:

1.	Applicant: <u>Daryn Riechmann</u> (GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATIONTYPE OR PRINT CLEARLY)
2.	Trade, Partnership or Assumed Name DJR Properties LLC dba; Ch. ppors
3.	Give date partnership/corporation was formed under name given on Line 1: 10 6 2006 Month Day Year
4.	Location of above place of business 1017 Main St Highland IL 62249
5.	NUMBER STREET CITY STATE ZIP CODE Has your assumed name been filed with the County Clerk?
6.	Are alcoholic liquors stored but not sold at any location other than the one given above? \mathcal{N} O
	If "yes", give location:
	NUMBER STREET CITY STATE ZIP CODE
7.	Check principal kind of business:
	X Restaurant X Tavern
	O Hotel O Grocery Store Amusement Place O Club O Package Store O Department Store
	O Country Club Ø Gaming Hall O Convenience Store
8.	Give name and address of owner of premises: Daryn Riechmann 1013 Broadway
9.	Has a Liquor License been revoked at this location within the past year?
10	n. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: <u>Daryn Riechmana</u>
_/	013 Broadway Highland JL 62249 10-02-1963
	A. Is such manager a resident of the City of Highland, Illinois?
11	If "yes", how long and address of person אפקרא

- 12. Is this business located within 100 feet of any church, school, hospital, home for the aged or indigent persons or for veterans, their wives or children or any naval or military station? <u>N</u>ひ
 - A. If answer to the above is "yes", is your place of business a hotel offering restaurant service, a regularly organized club, a food shop, or other place where the sale of liquor is not the principal business carried on?
 - B. If answer to (A) is "yes", on what date was business started?

14.

13. Have any manufacturers, importing distributor or distributor directly or indirectly paid or agreed to pay for this license, advanced money, or anything else of value. Except as specifically permitted in the Act, or any credit, (Other than merchandising credit in the ordinary course of business as specifically permitted in the Act), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? <u>NO</u> If answer is "yes", give

	Information: Name Daryn R:echmann Telephone 618-975
A.	Residence Address 1013 Broadway Highland IL 62249 NUMBER STREET CITY STATE ZIP CODE
B.	Place of Birth: <u>Highland IL Madison</u>
	NAME OF CITY, COUNTY AND STATE
	Date of Birth: / O 2 43 Month Day Year
C.	Month Day Year Are you a citizen of the United States? Yes If a naturalized citizen, time and place of naturalization?
D.	Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? YES NO If "yes", name court of
	conviction
E.	
E.	conviction

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? <u>NO</u> If so, office held?

		B:	
	If so, state reasons therefor:		
	Where:	COUNTY	STAT
H.	Has any license previously issued to you REVOKED? <u>NO</u> Date:	by any State or local auth	orities been
	If so, state reasons therefor:		
	Where:		STAT
I.	Will you comply with the Local Liquor Co therewith?Yes	ode and Regulations in co	nnection
oplic	cant information: NameN/A		
A.	Residence Address NUMBER		
	Residence Address NUMBER Place of Birth:	STREET CITY STATI	ZIP CODE
	Residence Address NUMBER Place of Birth:	STREET CITY STATE	ZIP CODE
Β.	Residence Address NUMBER Place of Birth: NAME	STREET CITY STATE OF CITY, COUNTY AND S Month Day Year If a natur	E ZIP CODE
B. C.	Residence Address NUMBER Place of Birth: Date of Birth: Are you a citizen of the United States?	STREET CITY STATE OF CITY, COUNTY AND S Month Day Year If a natur ny or otherwise disqualifi ter or thing contained in e? YES ONO If "yes",	E ZIP CODE STATE alized citizen ed to receive the Illinois Lic name court o
B. C. D.	Residence Address	STREET CITY STATE OF CITY, COUNTY AND S Month Day Year If a natur ny or otherwise disqualifi ter or thing contained in e? YES ONO If "yes",	E ZIP CODE
B. C. D.	Residence Address	STREET CITY STATE OF CITY, COUNTY AND S Month Day Year If a natur ny or otherwise disqualifi ter or thing contained in e? YES ONO If "yes", quor license for any othe	E ZIP CODE
B. C. D.	Residence Address	STREET CITY STATE OF CITY, COUNTY AND S Month Day Year If a natur ny or otherwise disqualifi ter or thing contained in e? YES ONO If "yes", quor license for any othe	E ZIP CODE

	F.	business, a public official a	rson, directly or indirectly interested in you as defined in Sec 2 (14) Art VI of the Illinois	Liquor Control
		Actr	If so, office held?	an a
	G.		issued to you by any State or local authori Date:	
		If so, state reasons therefo	or:	
		Construction of the second and the second of the		
			COUNTY	CTATE
		CITY	COUNTY	STATE
	Н.	• • •	issued to you by any State or local authori	
		REVOKED?	Date:	
			×	
		If so, state reasons therefo	Dr:	
		Where:	COUNTY	STATE
	I.	Will you comply with the L	Local Liquor Code and Regulations in conne	ction
			• • • • • • • • • • • • • • • • • • •	
		an an the get an		
				·
16. State Name (La:			nd DOB of all officers and directors of said C Address (Street, City, State, Zip)	Date of Birth
			$\mathcal{D}_{\mathcal{L}}$	
Dacyn	\mathcal{R}	iechmann G.	1013 Highland	10-2-65
		•		
				
*********	innerskov Borrhörd			and a second
	interesentarianten.			
17. If a ma	ajor	ity interest in the stock of th	he Corporation is owned by one person, or	
state	uie	name and address of such p	person: N/A	

18. State the location and description of the premises or place of business which is to be operated under this license: (Attach a detailed diagram of property noting exits, entrances, location of bar, coolers and specific areas where retail liquor may be sold and consumed including and outside areas.)

Street Address: 1011 Washington St Highland IL Owner of Property: <u>Corranmore Holdings</u> LLC Last First Bat Address: Laurel of 11747 Pocahontas Rd Highland IL 62249 Street/PO Box City State Zip Lease from: Month July Day 02 Year 2025 TO Month July Day 01 Year 2028

(Attach copy of lease to this application)

19. As to any officer, the proposed Manager, or any Director of the Corporation, or a Stockholder owning more than five percent (5%) in the aggregate of the stock in said Corporation, state as follows: Have any of the above ever made application for similar license at a different premises? A. If yes, the disposition and date of said application_____

B. State whether any of the above had a previous license revoked by the State, United States Government, or any political subdivision or city?

C. If yes, the reasons therefor N/A

20. List Name, Addresses and Phone Numbers of five (5) references:

Address		Phone
Address		Phone
	Address Address Address	Address Address Address



AFFIDAVIT (PLEASE READ CAREFULLY BEFORE SIGNING)

I (We) do solemnly swear (or affirm) that the statements given above are true and correct to the best of my (our) knowledge and belief; that I (We) will comply with all regulations of Federal, State and Local Liquor Control Laws; that a copy of an ordinance governing the sale at retail of alcoholic liquors and beverages in this municipality has been furnished to me (us); that I (We) understand the same, and agree to comply with all the provisions set forth therein.

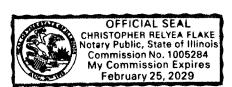
I (We) agree to submit a copy of the State of Illinois Retail Dealers License when received. I shall attach to this application a financial statement listing all assets and liabilities of all owners. I shall attach certificates of proof of coverage for dram shop insurance.

I (We) swear (or affirm) that I (We) will not violate any of the laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this application are true and correct and are made for the purpose of inducing the City of Highland, Illinois to issue the license herein applied for

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF June, A.D., 2025



Notary Public



APPLICANT(S) SIGNATURE(S):

Balana Bella



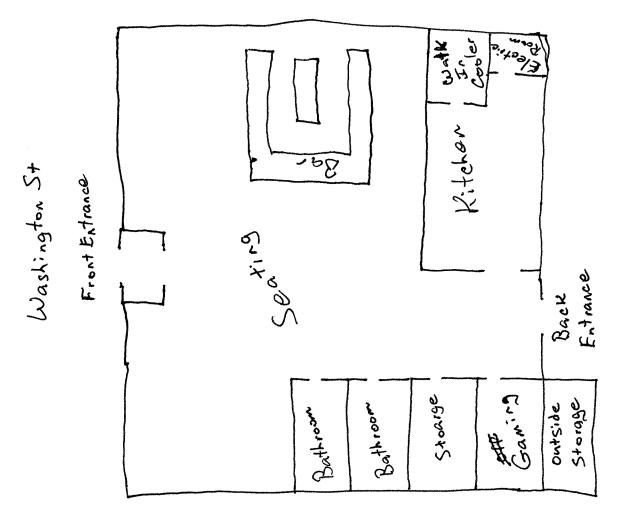
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2025

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AI	IVEL' URAN ND TH	y or NCE HE CE	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTE E A C	ND OR ALT	ER THE CO BETWEEN	VERAGE AFFO THE ISSUING IN	NSURER(S), A	
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endors	, cert	tain p	olicies may require an e	policy ndorse	ies) must b ment. A sta	e endorsed. tement on th	If SUBROGATIO	ON IS WAIVE	D, subject to rights to the
PRODUCER		<u>.</u>		CONTA NAME:	Glenda H	lueismann			
Cameron-Weis Insurance Agency, LLC				PHONE (A/C, No E-MAIL	Extl: 618-65	4-4416		FAX (A/C, No): 618-6	54-4417
DBA Affiliated Insurance Agency				E-MAIL ADDRES	ss: glendah@	Daffiliatedins	ag.com		
32 Zbinden Lane					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
Highland			IL 62249	INSURE	RA: Badger	Mutual			
INSURED				INSURE	R 8 :	······			
DJR Properties				INSURE	RC:				
dba Chippers				INSURE	RD:				
1017 Main Street			H COD 40	INSURE					
Highland			IL 62249	INSURE	RF:		DEVICIÓN NUM	IDED.	JI
	COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD								
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIR PER1	EMEN	IT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	CONTRACT	OR OTHER	DOCUMENT WITH D HEREIN IS SU	H RESPECT TO	WHICH THIS [
	ADDL	SUBR		DECIVI	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
INSR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENC	1	
							DAMAGE TO RENTE PREMISES (Ea occu	D S	
CLAIMS-MADE OCCUR							MED EXP (Any one p	1	
							PERSONAL & ADV II		
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG		
							PRODUCTS - COMP		
OTHER:								\$	
AUTOMOBILE LIABILITY	†						COMBINED SINGLE (Ea accident)	LIMIT \$	
ANY AUTO							BODILY INJURY (Pe	r person) \$	
ALLOWNED SCHEDULED							BODILY INJURY (Pa		
AUTOS AUTOS HIRED AUTOS AUTOS							PROPERTY DAMAG (Per accident)	e s	
								\$	
UMBRELLA LIAB OCCUR	1						EACH OCCURRENC	XE \$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								\$	
WORKERS COMPENSATION							PER STATUTE	OTH- ER	
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDEN	ŧT S	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA E	EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE · POL		
A Liquor Liability			00689-79798		08/15/2024	08/15/2025	Combined Sing Each Occurance		,000
	1.55		101 Additional Damaska Cakester	la march	attached if man	e space is mouth	L		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LE:S (A	CORD	IVI, AGGNIONAI HEMAIKS SCHEDU	е, пау р		e apave is requir	ea1		
Restaurant/Bar									
									:
				CAN	ELLATION				
			****		r and backmer 1, 1 3 16/11				
Illinois Liquor Commission				THE	EXPIRATIO	N DATE TH	DESCRIBED POLIC EREOF, NOTICE CY PROVISIONS.		
100 West Randolph St 7-80	1			AUTHO	RIZED REPRESE		1 -		
Chicago			IL 60601		Ge	nda-	Huelp	mark	<u>_</u>
					© 1	988-2014 AC	ORD CORPOR	ATION. All rig	hts reserved.

ACORD 25 (2014/01)

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	Illinois	FILE# 01992252
Form LLC-5.25	Limited Liability Company Act	This space for use by Secretary of State.
July 2017 Secretary of State	Articles of Amendment	
Department of Business Services Limited Liability Division		
501 S. Second St., Rm. 351	SUBMIT IN DUPLICATE Type or print clearly.	FILED
Springfield, IL 62756 217-524-8008		JAN 1 0 2025
www.ilsos.gov	Filing Fee: \$50	ALEXI GIANNOULIAS
Payment may be made by check payable to Secretary of State. If	Approved:	SECRETARY OF STATE
check is returned for any reason this filing will be void.		
1. Limited Liability Company name:	DJR PROPERTIES, LLC	
 Articles of Amendment effective the file date 		
a later date (not to exceed 30)) days after the filing date)	Month, Day, Year
physical number and stree d) Change of registered age	records office/principal place of business as rec et address, a P.O. Box alone or C/O is unaccep ent and/or registered agent's office (Give new or C/O is unacceptable.)	Madie.)
 physical number and street d) Change of registered age change to P.O. Box alone e) Change in the Limited Lia f) Change in date of dissolution g) Establish authority to issu h) Other (give information in 	et address, a P.O. Box alone or C/O is unaccept ent and/or registered agent's office (Give new e or C/O is unacceptable.) ability Company's name (give new name below) tion (state perpetual or date of dissolution below te series (fee \$300, see NOTE)	vable.) v name and/or address below, addre ** w)
 physical number and street d) Change of registered age change to P.O. Box alone e) Change in the Limited Lia f) Change in date of dissolution g) Establish authority to issu h) Other (give information in * Only managers and any member 	et address, a P.O. Box alone or C/O is unaccept ent and/or registered agent's office (Give new or C/O is unacceptable.) ability Company's name (give new name below) tition (state perpetual or date of dissolution below te series (fee \$300, see NOTE) space below)*	Mable.) v name and/or address below, addre ** w)
 physical number and street d) Change of registered age change to P.O. Box alone e) Change in the Limited Lia f) Change in date of dissoluting g) Establish authority to issue h) Other (give information in * Only managers and any member Additional information: b) Withdrawal of a manager: Stephen Cable and Brian Me c) Change in address of the records 1017 Main Street, Highiand, I d) Change of registered agent and/ 	et address, a P.O. Box alone or C/O is unaccept ent and/or registered agent's office (Give new or C/O is unacceptable.) ability Company's name (give new name below) tion (state perpetual or date of dissolution below re series (fee \$300, see NOTE) space below)* r with the authority of manager are required to the eyer s office/principal place of business: Illinois 62249	Mable.) v name and/or address below, addre ** w)
 physical number and street d) Change of registered age change to P.O. Box alone e) Change in the Limited Lia f) Change in date of dissolution g) Establish authority to issu h) Other (give information in * Only managers and any member Additional information: b) Withdrawal of a manager: Stephen Cable and Brian Met c) Change in address of the records 1017 Main Street, Highland, I d) Change of registered agent and/or Daryn G. Riechmann, 1017 Main Street 	et address, a P.O. Box alone or C/O is unaccept ent and/or registered agent's office (Give new e or C/O is unacceptable.) ability Company's name (give new name below) tion (state perpetual or date of dissolution below re series (fee \$300, see NOTE) space below)* r with the authority of manager are required to the eyer s office/principal place of business: lillinois 62249 or registered agent's office	v name and/or address below, address below, address below, address below, address below, address below, addres w) be reported.
 physical number and street d) Change of registered age change to P.O. Box alone e) Change in the Limited Lia f) Change in date of dissoluting g) Establish authority to issue h) Other (give information in * Only managers and any member Additional information: b) Withdrawal of a manager: Stephen Cable and Brian Met c) Change in address of the records 1017 Main Street, Highiand, I d) Change of registered agent and/or Daryn G. Riechmann, 1017 I ***New name of LLC (as changed): A professional LLC registered w term Professional Limited Liabiliti 	et address, a P.O. Box alone or C/O is unaccept ent and/or registered agent's office (Give new e or C/O is unacceptable.) ability Company's name (give new name below) tion (state perpetual or date of dissolution below re series (fee \$300, see NOTE) space below)* r with the authority of manager are required to the eyer s office/principal place of business: lillinois 62249 or registered agent's office Main Street, Highland, Illinois 62249	v name and/or address below, addre ** w) be reported. ofessional regulations must contain t



Check No.	Vendor/Employee	Transaction Description		Date	Amount
Fund 101 Electric Fund					
Department: 000 Balance Sheet Account	ints				
15181	CLEAR SOLUTIONS REAL ESTAT			06/27/202	
15182	MIKAYLA FRY	Refund Check 023906-000		06/27/202 06/27/202	
15183 15184	QIULIAN GONG LAURIE GRAWE	Refund Check 023941-000 Refund Check 024025-000		06/27/202	
15185	HOMEFRONT PROPERTIES LLC	Refund Check 019364-004		06/27/202	
15186	CARI MAROON	Refund Check 024118-000		06/27/202	
15187	COLLIN REED	Refund Check 024193-000		06/27/202	5 41.63
			Total for Department: 000 Balance Sheet Accou	nts	359.52
			Total for Fund:101 Electric Fund		359.52
Fund: 201 Water Fund					
Department: 000 Balance Sheet Account	nts				
15181	CLEAR SOLUTIONS REAL ESTAT	E Refund Check 024406-000		06/27/202	5 7.37
15182	MIKAYLA FRY	Refund Check 023906-000		06/27/202	
15184	LAURIE GRAWE	Refund Check 024025-000		06/27/202	
15187	COLLIN REED	Refund Check 024193-000		06/27/202	5 14.80
			Total for Department. 000 Balance Sheet Account	nts	44 24
			Total for Fund 201 Water Fund		44.24
Fund: 301 Sewer Fund					
Department: 000 Balance Sheet Accou	nts				
15182	MIKAYLA FRY	Refund Check 023906-000		06/27/202	5 8.76
15182	LAURIE GRAWE	Refund Check 024025-000		06/27/202	
15187	COLLIN REED	Refund Check 024193-000		06/27/202	5 14.58
			Total for Department: 000 Balance Sheet Accou	nts	36.65
			Total for Fund:301 Sewer Fund		36.65
Fund: 713 Solid Waste Fund					
Department: 000 Balance Sheet Accou	nts				
15181	CLEAR SOLUTIONS REAL ESTAT	E Refund Check 024406-000		06/27/202	5 14.12
15183	QIULIAN GONG	Refund Check 023941-000		06/27/202	
15186	CARI MAROON	Refund Check 024118-000		06/27/202	5 43.18
			Total for Department: 000 Balance Sheet Account	nts	94.71
			Total for Fund:713 Solid Waste Fund		94.71
			Grand Total		535.12
Accepted by City Council July 07,	2025				
Mayor		Clerk			

Mayor:

Clerk:

EXPENDITURE LISTING #1293 FROM 06/14/2025 TO 07/04/2025



18		 **	
10	I		

CHECK NO VENDOR NAME	INVOICE DESCRIPTION	DEPARTMENT	CHECK/PAYMENT DATE	GROSS AMOUNT
5,433 AMAZON CAPITAL SERVI	1 QTY HANDWASH SOAP, 3 QTY HANDWASH DISPENSER,	001-00-000-00000-115700	6/27/2025	130.51
5,433 AMAZON CAPITAL SERVI	15 QTY GLOVES LARGE, 8 QTY GLOVES XL	001-00-000-00000-115700	6/27/2025	181.89
5,440 Carrot-Top Industrie	SUPPLIES C.P.: USA, ILLINOIS FLAGS - VARIOUS SIZES	001-00-000-00000-115700	6/27/2025	1,500.39
5,506 OFFICE ESSENTIALS IN	SUPPLIES - C.P.	001-00-000-00000-115700 001-00-000-00000-115700	6/27/2025 6/27/2025	41.55 774.45
5,506 OFFICE ESSENTIALS IN 5,506 OFFICE ESSENTIALS IN	SUPPLIES FOR C. P. SUPPLIES - C.P.	001-00-000-00000-115700	6/27/2025	275.48
5,500 OFFICE ESSENTIALS IN	5011 EE5 - C.1.	001 00 000 00000 115/00	TOTAL	2,904.27
5,567 Mastercard	MAY CREDIT CARD TRANSACTIONS IMMING	001-00-018-00000-539050-	6/27/2025	60.00
5,546 LEAF CAPITAL FUNDING	PALO ALTO NETWORKS CORE SECURITY SUBCRIBTION BUNDL	001-00-018-00000-553000-	6/27/2025	52,311.95
			TOTAL	52,371.95
5,445 CHRISTOPHER FLAKE	MILEAGE CENTRALILCLERKS RG-06/12/25-06/13/25 FLAKE	001-10-011-00000-524000	6/27/2025	227.80
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS CITY	001-10-011-00000-524000	6/27/2025	570.00
5,547 Mastercard	JUNE CREDIT CARD TRANSATIONS CITY	001-10-011-00000-524000	6/27/2025	590.91
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS COMM	001-10-011-00000-524000	6/27/2025	1,342.20
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-10-011-00000-531000 001-10-011-00000-533000	6/27/2025 6/27/2025	433.39 800.17
5,545 City Utilities 5,539 WATTS COPY SYSTEMS	UTILITIES- 1115 BROADWAY COPIER USAGE/LEASE	001-10-011-00000-534000	6/27/2025	30.47
5,558 DE LAGE LANDEN FINAN	COPIER USAGE/LEASE	001-10-011-00000-534000	6/27/2025	266.67
5,565 I.M.L. Risk Manageme	FIREWORKS LIABILITY EFFJULY 4TH FIREWORKS 07/04/25	001-10-011-00000-535000	6/27/2025	200.00
5,441 CHARLES B HELLIGE	CLOCK TOWER FINAL PMT	001-10-011-00000-538000	6/27/2025	4,784.00
5,439 BARNETT PEST SOLUTIO	MONTHLY COMMERCIAL PEST CONTROL	001-10-011-00000-539000	6/27/2025	20.00
5,439 BARNETT PEST SOLUTIO	MONTHLY COMMERCIAL PEST CONTROL	001-10-011-00000-539000 001-10-011-00000-539000	6/27/2025 6/27/2025	30.00 16.98
5,447 City Petty Cash 5,473 HIGHLAND CHAMBER OF	KENS GREENHOUSE - FLOWERS CITY HALL 20 @ \$25.00 CHAMBER GIFT CERT- POETTKER/HEDIGER	001-10-011-00000-539000	6/27/2025	250.00
5,473 HIGHLAND CHAMBER OF	BUSS PARTNER EMPLOYESS MBR DUES 07/01/25-07/01/26	001-10-011-00000-539000	6/27/2025	597.00
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS CITY	001-10-011-00000-539000	6/27/2025	86.10
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS COMM	001-10-011-00000-539000	6/27/2025	219.90
5,553 AMAZON CAPITAL SERVI	1 QTY FROSTED GLASS WINDOW PRIVACY	001-10-011-00000-539000	6/27/2025	42.99
5,564 HIGHLAND CHAMBER OF	ANNUAL AWARDS DINNER 13@60.00, 3@30.00	001-10-011-00000-539000 001-10-011-00000-539000	6/27/2025 6/27/2025	870.00 221.94
5,571 THIRD MILLENNIUM ASS 5,572 THRYV INC.	UTILITY BILL RENDERING MONTHLY PHONE LISTING 06/01/2025-06/30/2025	001-10-011-00000-539000	6/27/2025	36.00
5.567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	001-10-011-00000-539050	6/27/2025	4.05
5,433 AMAZON CAPITAL SERVI	1 QTY PLASTIC DROP CLOTH, 50PK BLUE FILE FOLDERS	001-10-011-00000-543000	6/27/2025	39.57
5,538 WALZ LABEL AND MAILI	INK FOR POSTAGE MACHINE	001-10-011-00000-543000	6/27/2025	340.69
5,433 AMAZON CAPITAL SERVI	VANS WOMENS RANGE EXP SHOE - M VON HATTEN	001-10-011-00000-544000	6/27/2025	75.00
5,449 COMPUSTITCH SCREEN P	2 QTY SHIRTS- C EMIG	001-10-011-00000-544000 001-10-011-00000-544000	6/27/2025 6/27/2025	90.00 39.96
5,485 KEITH REECE 5,485 KEITH REECE	REIM WAL-MART - 2 QTY SHORTS- K REECE REIM WRANGLER- 3 QTY SHORTS - K REECE	001-10-011-00000-544000	6/27/2025	97.05
5,557 CHRISTOPHER FLAKE	REIM-ACADEMY SPORTS- NIKE SHOES/POLO- C FLAKE	001-10-011-00000-544000	6/27/2025	111.17
			TOTAL	12,434.01
			- / /	
5,444 CHRISTOPHER CLEWIS	PERDIEM MEALS 2025 ILRSOA 06/17/25-06/20/25-CLEWIS	001-20-012-00000-524000	6/27/2025 6/27/2025	96.00 96.00
5,501 NATHAN BIGGS	PERDIEM MEALS 2025 ILRSOA 06/17/25-06/20/25- BIGGS MAY CREDIT CARD TRANSACTIONS COMM	001-20-012-00000-524000 001-20-012-00000-524000	6/27/2025	12.59
5,547 Mastercard 5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS COMING	001-20-012-00000-524000	6/27/2025	3,700.77
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-012-00000-531000	6/27/2025	699.77
5,545 City Utilities	UTILITIES- RADIO SHED	001-20-012-00000-533000	6/27/2025	56.10
5,545 City Utilities	WATER FOUNTAIN	001-20-012-00000-533000	6/27/2025	10.60
5,545 City Utilities	UTILITIES- COMMUNICATION TOWER	001-20-012-00000-533000 001-20-012-00000-533000	6/27/2025 6/27/2025	171.66 1,304.58
5,545 City Utilities 5,570 SUMNER ONE INC.	UTILITIES- PSB COPIER USAGE/LEASE	001-20-012-00000-533000	6/27/2025	1,504.58
5,446 CITY OF HIGHLAND	MTN REPAIR #6	001-20-012-00000-536010	6/27/2025	39.04
5,446 CITY OF HIGHLAND	MTN/REPAIR #2	001-20-012-00000-536010	6/27/2025	37.67
5,518 SCHMITT'S TROY GARAG	SERVICE CALL RESET OPERATPR CHAIN, ADJUSTED LIMITS	001-20-012-00000-538000	6/27/2025	140.00
5,433 AMAZON CAPITAL SERVI	2 QTY LIFETIME CONVERTIBLE BENCH	001-20-012-00000-539000	6/27/2025	415.98
5,439 BARNETT PEST SOLUTIO	MONTHLY COMMERCIAL PEST CONTROL	001-20-012-00000-539000 001-20-012-00000-539000	6/27/2025 6/27/2025	130.00 140.00
5,457 DIVERSIFIED TINTING	2025 RAM TINT BOTH FRONT DOORS POLICE DEPT AND ELEC DEPT CAR WASHES	001-20-012-00000-539000	6/27/2025	86.00
5,524 SPLISH SPLASH AUTO B 5,552 ACTIVE911, INC	ACTIVE ALERT- SUBCRIPTION RENEWAL	001-20-012-00000-539000	6/27/2025	307.80
5,572 THRYV INC.	MONTHLY PHONE LISTING 06/01/2025-06/30/2025	001-20-012-00000-539000	6/27/2025	22.25
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	001-20-012-00000-539050	6/27/2025	4.76
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-012-00000-539050	6/27/2025	374.05
5,433 AMAZON CAPITAL SERVI	SUREFIRE SF12-BB BOXED BATTERIES	001-20-012-00000-541000 001-20-012-00000-541000	6/27/2025 6/27/2025	50.00 17.36
5,462 ENNA TURAN 5,547 Mastercard	REIM WAL-MART - OFFICE SUPPLIES -E TURAN MAY CREDIT CARD TRANSACTIONS PD	001-20-012-00000-543000	6/27/2025	-309.63
5,433 AMAZON CAPITAL SERVI	1 QTY ALUMINIM STORAGE CLIPBOARD, BADGE HOLDER	001-20-012-00000-544001-	6/27/2025	30.98
5,433 AMAZON CAPITAL SERVI	1 QTY REPLACEMENT EARBUD EARPLUG-A BUSKIRK	001-20-012-00000-544001-	6/27/2025	9.98
5,490 Leon Uniform Company	POLICE DEPT UNIFORMS- N BIGGS	001-20-012-00000-544001-	6/27/2025	248.00
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS PD	001-20-012-00000-544001-	6/27/2025	344.64
5,433 AMAZON CAPITAL SERVI	2 QTY ROOFTIP MINI STROBE LIGHTS FLASHING BEACON	001-20-012-00000-546000	6/27/2025 TOTAL	55.78 8,302.73
			TOTAL	6,502.75
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-013-00000-531000	6/27/2025	94.22
5,545 City Utilities	UTILITIES- PSB	001-20-013-00000-533000	6/27/2025	255.80
5,521 SHAWN M HILL	REIM AFTER HOURS INSPECTION	001-20-013-00000-539000	6/27/2025	126.00
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS B&Z	001-20-013-00000-539000	6/27/2025 6/27/2025	11.99 0.95
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION VERIZON WIRELESS CHARGES	001-20-013-00000-539050 001-20-013-00000-539050	6/27/2025	34.68
5,574 Verizon Wireless - S 5,433 AMAZON CAPITAL SERVI	1 QTY HP CYAN, MAGENTA, YELLOW, BLACK INK CARTRIDGES	001-20-013-00000-543000	6/27/2025	100.17
-,			TOTAL	623.81
5,536 University Of Illino	COORDINATED FIRE ATTACK/ROOM&BEYOND- G SCHLARMANN	001-20-014-00000-524000	6/27/2025	450.00
5,574 Verizon Wireless - 5	VERIZON WIRELESS CHARGES	001-20-014-00000-531000 001-20-014-00000-533000	6/27/2025 6/27/2025	9.52 89.33
5,434 Ameren Illinois	GAS CHARGES	221-20-014-02000-020000	0,2.72025	55.55

5,545 City Utilities	UTILITIES- PSB	001-20-014-00000-533000	6/27/2025	997.63
5,545 City Utilities	UTILITIES- 184 WOODCREST DR	001-20-014-00000-533000	6/27/2025	169.55
5,545 City Utilities	UTILITIES- SHED BOAT DOCK	001-20-014-00000-533000	6/27/2025	25.76
5,545 City Utilities	UTILITIES- BOAT RAMP HYDRANT INSTALL SIDE STEPS 2025 RAM	001-20-014-00000-533000 001-20-014-00000-536010	6/27/2025 6/27/2025	10.60 826.75
5,494 McGinley Inc 5,474 Highland Communicati	HCS SERVICE- FIRE STATION #2	001-20-014-00000-539050	6/27/2025	2.00
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	001-20-014-00000-539050	6/27/2025	0.24
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-014-00000-539050	6/27/2025	104.80
5,491 LEXIPOL LLC	ANNUAL FIRE PROCEDURES/SUPPLEMENTAL MANUALS 1 QTY IPHONE CASE	001-20-014-00000-539300 001-20-014-00000-543000	6/27/2025 6/27/2025	1,869.33 24.98
5,433 AMAZON CAPITAL SERVI 5,499 MUNICIPAL EMERGENCY	2 QTY EDGE CHINO 2.0	001-20-014-00000-544000	6/27/2025	124.90
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS FIRE	001-20-014-00000-545000	6/27/2025	282.63
5,450 CONTINENTAL RESEARCH	S QTY WASH IN WAX HIGH FOAM	001-20-014-00000-546000	6/27/2025	280.08
5,433 AMAZON CAPITAL SERVI	1 QTY SOKE CASE IPAD	001-20-014-00000-547000 001-20-014-00000-547000	6/27/2025 6/27/2025	15.19 527.52
5,466 GOLDEN WEST INDUSTRI 5,551 ZOBRIST ELECTRIC INC	2 QTY LIGHT EMERGENCY CORDLESS RECHARGEABLE MATERIAL/LABOR INSTALL 14KW GENERATOR	001-20-014-00000-547000	6/27/2025	10,500.00
5,573 TYLER TECHNOLOGIES I	TRAINING SERVICES- INSPECTOR MOBILE PLUS - FD	001-20-014-00000-553000	6/27/2025	5,000.00
			TOTAL	21,310.81
C C 7 A Manines Mindage S	VERIZON WIRELESS CHARGES	001-40-017-00000-531000	6/27/2025	162.58
5,574 Verizon Wireless - S 5,434 Ameren Illinois	GAS CHARGES - S & A	001-40-017-00000-533000	6/27/2025	84.54
5,545 City Utilities	UTILITIES - S & A SHOP	001-40-017-00000-533000	6/27/2025	88.89
5,545 City Utilities	UTILITIES - S&A MAIN BLDG.	001-40-017-00000-533000	6/27/2025	780.82
5,545 City Utilities	UTILITIES - S & A FUEL PUMP	001-40-017-00000-533000	6/27/2025 6/27/2025	55.82 332.21
5,545 City Utilities	UTILITIES - S & A - BROADWAY IBERG ROUNDABOUT UTILITIES - S & A - BROADWAY POPLAR ROUNDABOUT	001-40-017-00000-533000 001-40-017-00000-533000	6/27/2025	10.60
5,545 City Utilities 5,435 AMERICAN LEGION 1026	ALBERS LEGION HALL CATER LONIE'S RETIREMENT LUNCH	001-40-017-00000-539000	6/27/2025	1,700.00
5,439 BARNETT PEST SOLUTIO	ONSLAUGHT PEST CONTROL - MAY 2025	001-40-017-00000-539000	6/27/2025	40.00
5,442 CHASE LEITSCHUH	REIM ILSOS CDL LICENSE- C LEITSCHUH	001-40-017-00000-539000	6/27/2025	66.46
5,473 HIGHLAND CHAMBER OF	20 @ \$25.00 CHAMBER GIFT CERT- POETTKER/HEDIGER	001-40-017-00000-539000	6/27/2025 6/27/2025	250.00
5,532 TIMES TRIBUNE	LEGAL AD-NOML SEALING ASPHALT SHARED USE PATH 2025 DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	001-40-017-00000-539000 001-40-017-00000-539050	6/27/2025	36.80 1.67
5,567 Mastercard 5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-40-017-00000-539050	6/27/2025	5.43
5,433 AMAZON CAPITAL SERVI	1 QTY CONE NOZZLE SPRAY TIP	001-40-017-00000-543000	6/27/2025	18.49
5,433 AMAZON CAPITAL SERVI	POETTKER RETIREMENT ITEMS	001-40-017-00000-543000	6/27/2025	70.55
5,487 KIRCHNER BUILDING	SYP KD-HT2, 2X10-10, 2X4-12, 2X4-16	001-40-017-00000-543000	6/27/2025	49.16
5,487 KIRCHNER BUILDING	FINANCE CHARGE	001-40-017-00000-543000	6/27/2025 6/27/2025	13.04 526.00
5,514 Rhomar Industries In	PAVE-SAFE - 10 GALLONS DEX COOL RTU COOLANT	001-40-017-00000-543000 001-40-017-00000-545000	6/27/2025	13.99
5,495 McKay Auto Parts Inc 5,471 HALLEMANN CONSTUCTIO	BALANCE-LABOR TO ERECT 20' X100' BUILDING PER PLAN	001-40-017-00000-552000	6/27/2025	9,250.00
5,513 RED E MIX LLC	FINANCE CHARGE	001-40-017-00000-554000	6/27/2025	169.75
			TOTAL	13,726.80
F F 47 Manhammad	MAY CREDIT CARD TRANSACTIONS HUBBARD	007-70-007-00000-524000	6/27/2025	285.00
5,547 Mastercard 5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	007-70-007-00000-531000	6/27/2025	51.87
5,447 City Petty Cash	REIM CITY HALL WATER/SODA IDC MEETING 05/07/25	007-70-007-00000-539000	6/27/2025	7.00
	REIM CITY HALL SODA/WATER- IDC MEETING 06/04/25	007-70-007-00000-539000	c/37/3035	9.00
5,447 City Petty Cash			6/27/2025	
5,547 Mastercard	JUNE CREDIT CARD TRANSATIONS HUBBARD	007-70-007-00000-539000	6/27/2025	68.00
			6/27/2025 6/27/2025	68.00 0.24
5,547 Mastercard	JUNE CREDIT CARD TRANSATIONS HUBBARD	007-70-007-00000-539000	6/27/2025	68.00
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000	6/27/2025 6/27/2025 TOTAL 6/27/2025	68.00 0.24 421.11 2,091.00
5,547 Mastercard 5,567 Mastercard	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	007-70-007-00000-539000 007-70-007-00000-539050	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000	6/27/2025 6/27/2025 TOTAL 6/27/2025	68.00 0.24 421.11 2,091.00
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 008-40-000-00000-543000 009-60-009-00000-531000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 TOTAL 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,434 Ameren Illinois	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 008-40-000-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,434 Ameren Illinois 5,576 City Utilitles	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES- HUNSCHE HARBOR	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 008-40-000-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,434 Ameren Illinois 5,576 City Utilities 5,576 City Utilities	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES - HUNSCHE HARBOR UTILITIES - HUNSCHE HARBOR UTILITIES - KRC	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 008-40-000-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,434 Ameren Illinois 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES- HUNSCHE HARBOR	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 008-40-000-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000 009-60-009-00000-533000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32 12,442.81
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,434 Ameren Illinois 5,576 City Utilities 5,576 City Utilities	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES - HUNSCHE HARBOR UTILITIES - KRC SPRINKLER	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-538000 009-60-009-00000-538000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32 12,442.81 21.54 300.00 250.00
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,434 Ameren Illinois 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,463 Essenpreis Plumbing 5,447 City Petty Cash 5,484 JOHN WIESER	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES - HUNSCHE HARBOR UTILITIES - HUNSCHE HARBOR UTILITIES - KRC UTILITIES - KRC HOT WATER SERVICE CALL KRC 0625 HIGHLARD CHAMBER CERTIFICATES - M ROSEN REFUND FOR KRC MEMBERSHIP - TAYLOR WIESER	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-539000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32 12,442.81 21.54 300.00 250.00 125.00
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,574 Ameren Illinois 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,463 Essenpreis Plumbing 5,447 City Petty Cash 5,484 JOHN WIESER 5,484 JOHN WIESER 5,489 LAUREN FLYE	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES- HUNSCHE HARBOR UTILITIES- KRC SPHINKLER HOT WATER SERVICE CALL KRC 0625 HIGHLAND CHAMBER CERTIFICATES - M ROSEN REFUND FOR KRC MEMBERSHIP - TAYLOR WIESER REFUND FOR KRC PARTY RENTAL - L FLYE	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 009-60-009-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-538000 009-60-009-00000-538000 009-60-009-00000-539000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32 12,442.81 21.54 300.00 250.00 125.00 220.00
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,574 Ameren Illinois 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,447 City Petty Cash 5,484 JOHN WIESER 5,484 JOHN WIESER 5,489 LAUREN FLYE 5,509 QUENCH USA INC	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES- HUNSCHE HARBOR UTILITIES- KRC SPRINKLER HOT WATER SERVICE CALL KRC 0625 HIGHLAND CHAMBER CERTIFICATES- M ROSEN REFUND FOR KRC MEMBERSHIP- TAYLOR WIESER REFUND FOR KRC PARTY RENTAL - L FLYE KRC SERVICES 0625	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-538000 009-60-009-00000-538000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32 12,442.81 21.54 300.00 250.00 125.00
5,547 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,574 Verizon Wireless - S 5,574 Ameren Illinois 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,463 Essenpreis Plumbing 5,447 City Petty Cash 5,484 JOHN WIESER 5,484 JOHN WIESER 5,489 LAUREN FLYE	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES- HUNSCHE HARBOR UTILITIES- KRC SPHINKLER HOT WATER SERVICE CALL KRC 0625 HIGHLAND CHAMBER CERTIFICATES - M ROSEN REFUND FOR KRC MEMBERSHIP - TAYLOR WIESER REFUND FOR KRC PARTY RENTAL - L FLYE	007-70-007-00000-539000 007-70-007-00000-539050 008-40-000-00000-543000 009-60-009-00000-543000 009-60-009-00000-531000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-538000 009-60-009-00000-538000 009-60-009-00000-539000	6/27/2025 6/27/2025 TOTAL 6/27/2025 6/27/205 6/27/205 6/27/205 6/27/205 6/27/205	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32 12,442.81 21.54 300.00 250.00 125.00 220.00 63.53 87.00 366.79
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5,547 Mastercard 5,567 Mastercard 5,567 Mastercard 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,437 ASPHALT SALES AND PR 5,576 City Utilities 5,576 City Utilities 5,576 City Utilities 5,463 Essenpreis Plumbing 5,447 City Petty Cash 5,484 JOHN WIESER 5,489 LUREN FLYE 5,509 QUENCH USA INC 5,529 Tech Electronics Inc 5,547 Mastercard 5,567 Mastercard 5,567 Mastercard 5,567 Mastercard 5,433 AMAZON CAPITAL SERVI 5,433 AMAZON CAPITAL SERVI 5,434 MAZON CAPITAL SERVI 5,435 MILLIAM F. BROCKMAN 5,577 City Utilities 5,576 City Utilities	JUNE CREDIT CARD TRANSATIONS HUBBARD DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION HMA - 24.60 T, \$85 P/T - TROXLER HMA - 18.63 T, \$85 P/T - TROXLER VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES- HUNSCHE HARBOR UTILITIES- KRC SPINIKLER HOT WATER SERVICE CALL KRC 0625 HIGHLAND CHAMBER CERTIFICATES- M ROSEN REFUND FOR KRC MEMBERSHIP- TAYLOR WIESER REFUND FOR KRC PARTY RENTAL - L FLYE KRC SERVICES 0625 COVERAGE PERIOD 07/08/25-10/07/25 FIRE ALARM MAY CREDIT CARD TRANSACTIONS P&R DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 1 QTY 24PC PLACTIC ENVELOPES POLY 21P FILE FOLDER 2 QTY IMAGICARD COLOR RIBBON KIT 1 QTY S0° ITS 1' CHIOR TABS MAY CREDIT CARD TRANSACTIONS P&R PEPSI KRC 0625 KRC CONCESSIONS 0625 VERIZON WIRELESS CHARGES GAS CHARGE UTILITIES- SENIOR CENTER UTILITIES- SENIOR CENTER UTILITIES- SENIOR CENTER UTILITIES- SENIOR CENTER UTILITIES- MURCH FIELD BATHROOMS UTILITIES- MARK UTILITIES- MONCH FIELD BATHROOMS UTILITIES- NOCH FIELD BATHROOMS UTILITIES- WCC UTILITIES- WCC	007-70-007-00000-539000 007-70-007-00000-543000 008-40-000-00000-543000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-533000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-539000 009-60-009-00000-541000 009-60-009-00000-543000 009-60-009-00000-543000 009-60-016-00000-533000 009-60-016-00000-533000 009-60-016-00000-533000 009-60-016-00000-533000 009-60-016-00000-533000 009-60-016-00000-533000 009-60-016-00000-533000 009-60-016-00000-533000 009-60-016-00000-533000	6/27/2025 6/27/2025 TOTAL 6/27/2025 TOTAL 6/27/2025 6/27/2	68.00 0.24 421.11 2,091.00 1,583.55 3,674.55 57.43 891.65 11.32 12,442.81 21.54 300.00 250.00 125.00 220.00 63.53 87.00 366.79 1.43 12.99 -137.76 169.98 79.89 489.58 436.48 88.44 432.68 165.78.07 16,578.07 256.17 79.05 387.02 76.18 3,639.23 60.61 58.69 92.22 64.94 90.82 32.22 64.94 90.83 1,176.18 129.13

	UTILITIES- BATHROOM PAV WATER	009-60-016-00000-533000		6/27/2025	156.93
5,576 City Utilities 5,576 City Utilities	UTILITIES- PARK RD	009-60-016-00000-533000		6/27/2025	73.31
5,576 City Utilities	UTILITIES- WATER TOWER	009-60-016-00000-533000		6/27/2025	10.60
5,576 City Utilities	UTILITIES- NE BATHROOM	009-60-016-00000-533000		6/27/2025	82.60
5,576 City Utilities	UTILITIES- KRC GARDENS	009-60-016-00000-533000		6/27/2025	98.99
5,576 City Utilities	UTILITIES- 1609 BROADWAY	009-60-016-00000-533000		6/27/2025	55.41
5,576 City Utilities	UTILITIES- SE TENNIS COURTS	009-60-016-00000-533000 009-60-016-00000-533000		6/27/2025 6/27/2025	241.05 137.76
5,576 City Utilities 5,576 City Utilities	UTILITIES- VETRANS HONOR PWY BATHROOMS UTILITIES- DOG PARK WATER	009-60-016-00000-533000		6/27/2025	20.69
5,576 City Utilities	UTILITIES-PARK RD ADA RESTROOM	009-60-016-00000-533000		6/27/2025	84.68
5,576 City Utilities	UTILITIES- 913 MAIN ST BATHROOM	009-60-016-00000-533000		6/27/2025	222.13
5,576 City Utilities	UTILITIES-WATER FOUNTAIN	009-60-016-00000-533000		6/27/2025	10.60
5,576 City Utilities	UTILITIES- BATHROOM NORHT OF BOAT	009-60-016-00000-533000		6/27/2025	57.06
5,526 SUMNER ONE INC.	COPIER USAGE/LEASE	009-60-016-00000-534000		6/27/2025 6/27/2025	208.69
5,496 METROEAST EQUIPMENT	PARKS MOWER MAITNANCE 0625 INTAKE INSULATOR ,GASKET, THROTTLE CABLE	009-60-016-00000-536000 009-60-016-00000-536000		6/27/2025	157.01 118.71
5,542 Woodcrest Small Engi 5,430 AGENCY FOR COMMUNITY	YAH VAN MAINTENANCE	009-60-016-00000-536010		6/27/2025	315.54
5,431 ALERT ELECTRIC INC	SQUARE PAVILLION TIMER 0625	009-60-016-00000-539000		6/27/2025	532.93
5,439 BARNETT PEST SOLUTIO	MONTHLY COMMERCIAL PEST CONTROL	009-60-016-00000-539000		6/27/2025	35.00
5,500 MUNIE OUTDOOR SERVIC	GARDEN CLUB- NANCY IRRIGATION LEAK 0625	009-60-016-00000-539000		6/27/2025	115.00
5,500 MUNIE OUTDOOR SERVIC	RES ZONE LEAKING HEAD 0625	009-60-016-00000-539000		6/27/2025	192.99
5,559 Essenpreis Plumbing	REPAIRED DRINKING FOUNTAIN PAVILION GLIK PARK	009-60-016-00000-539000 009-60-016-00000-539050		6/27/2025 6/27/2025	85.00 1.91
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION VERIZON WIRELESS CHARGES	009-60-016-00000-539050		6/27/2025	5.42
5,574 Verizon Wireless - S 5,410 JOHN ROBEY	THURSDAY NIGHT PERFORMER 06/26/25	009-60-016-00000-539057		6/26/2025	2,250.00
5,456 DigitalArtz LLC	MUNY BAND SIGNS 0625	009-60-016-00000-539057		6/27/2025	297.47
5,503 NOTTELMANN MUSIC CO	MUNI BAND MUSIC	009-60-016-00000-539057		6/27/2025	988.20
5,503 NOTTELMANN MUSIC CO	1 QTY CONCORD, 1 QTY RAIL RIFFS	009-60-016-00000-539057		6/27/2025	165.75
5,582 SHEAFOR & SIMES	THURSDAY NIGHT PERFORMER 07/03/2025	009-60-016-00000-539057		7/3/2025	550.00
5,406 BABALOO	JUNE 20TH PB&J VENDOR	009-60-016-00000-539058		6/13/2025 6/13/2025	400.00 100.00
5,407 STACEY BELL	JUNE 13TH PB&J VENDOR JUNE 20TH PB&J VENDOR	009-60-016-00000-539058 009-60-016-00000-539058		6/13/2025	100.00
5,408 STACEY BELL 5,409 STACEY BELL	JUNE 20TH PB&J VENDOR	009-60-016-00000-539058		6/13/2025	100.00
5,433 AMAZON CAPITAL SERVI	3 QTY POPCORN SCOOP, 1 QTY ID CARD HOLDER	009-60-016-00000-539058		6/27/2025	43.65
5,512 RAGGED BLADE LLC	PB&J PERFORMER 06/27/2025	009-60-016-00000-539058		6/27/2025	300.00
5,433 AMAZON CAPITAL SERVI	3 QTY POPCORN SCOOP, 1 QTY ID CARD HOLDER	009-60-016-00000-539066		6/27/2025	15.98
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS P&R	009-60-016-00000-539066		6/27/2025	465.38
5,547 Mastercard	JUNE CREDIT CARD TRANSACTIONS PR	009-60-016-00000-539066		6/27/2025 6/27/2025	1,329.86 -95.98
5,433 AMAZON CAPITAL SERVI	BODNO MAGICARD 300 PRINTER COLOR RIBBON WOODFORD SHORT KEY QTY 2 0625	009-60-016-00000-543000 009-60-016-00000-543000		6/27/2025	-93.98
5,463 Essenpreis Plumbing 5,465 FS TURF SOLUTIONS ST	FIELD MARKING CHALK . HYBSL0625	009-60-016-00000-543000		6/27/2025	1,207.25
5,481 JERRY'S TACKLE & GUNS	FEEDER MINNOWS CITY BROOD POND 0625	009-60-016-00000-543000		6/27/2025	650.00
5,525 ST LOUIS COMPOSTING	RINDERER PARK TREES 0625	009-60-016-00000-543000		6/27/2025	112.00
5,525 ST LOUIS COMPOSTING	MULCH	009-60-016-00000-543000		6/27/2025	112.00
5,525 ST LOUIS COMPOSTING	MULCH FOR SQUARE 0625	009-60-016-00000-543000		6/27/2025	112.00
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS P&R	009-60-016-00000-543000		6/27/2025 6/27/2025	99.00 476.82
5,507 PEPSI	GLIK PARK CONCESSIONS GLIK PARK CONCESSIONS 0625	009-60-016-00000-543050 009-60-016-00000-543050		6/27/2025	407.98
5,527 SWITZER FOOD AND SUP 5,541 WILLIAM F. BROCKMAN	CONCESSIONS HIGHLAND PARKS 0625	009-60-016-00000-543050		6/27/2025	545.01
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS P&R	009-60-016-00000-543050		6/27/2025	624.50
5,432 ALL AMERICAN SPORTSW	PLAYGROUND SHIRTS - QTY 111 0625	009-60-016-00000-544000		6/27/2025	888.00
5,511 R P LUMBER CO INC	WOOD FOR RINDERER BALL PIT 0625	009-60-016-00000-545000		6/27/2025	113.20
5,438 BARKING DOG EXHIBITS	REMAINDER OF STORYWALK POST QTY 18	009-60-016-00000-547000		6/27/2025	2,722.84
5,562 FS TURF SOLUTIONS ST	3 QTY BIO-SOLIDS, 2.5 QTY SPEED ZONE 2/5 GL	009-60-016-00000-549000 009-60-016-00000-553000		6/27/2025 6/27/2025	269.25 36,514.72
5,548 MTI Distributing In	6000 SERIES 72IN 26.5 HP 747CC MOWER	003-00-010-00000-222000	TOTAL	0/2//2023	63,342.43
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5,576 City Utilities	UTILITIES- OD POOL	009-60-503-00000-533000		6/27/2025	2,153.61
5,463 Essenpreis Plumbing	CITY POOL LINDENDALE PARK 0625 LEAK PUMP	009-60-503-00000-538000		6/27/2025	196.00
5,452 COURTNEY ROBINSON	REFUND FOR EXTRA GUARD 06/07/25	009-60-503-00000-539000		6/27/2025	70.00
5,456 DigitalArtz LLC	HCP POOL SIGNS 0625	009-60-503-00000-539000		6/27/2025 6/27/2025	93.81 3,546.00
5,461 ENERGY WISE	JUNE MAINTENANCE 0625	009-60-503-00000-539000 009-60-503-00000-539000		6/27/2025	170.00
5,483 JOHN SANDERS 5,517 RUTH BROWN	REFUND CANCELED HCP PRIVATE RENTAL REFUND FOR REMAINDER OF PRIVATE LESSONS	009-60-503-00000-539000		6/27/2025	36.00
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	009-60-503-00000-539050		6/27/2025	0.48
5,498 Midwest Pool & Court	QTY 24 ACCU TAB CAL HYPO 3 0625	009-60-503-00000-543000		6/27/2025	4,736.93
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS P&R	009-60-503-00000-543000		6/27/2025	99.00
5,527 SWITZER FOOD AND SUP	OD POOL CONCESSION ITEMS	009-60-503-00000-543050		6/27/2025	213.76
5,547 Mastercard	MAY CREDIT CARD TRANSACTIONS P&R	009-60-503-00000-543050		6/27/2025 6/27/2025	624.50 338.04
5,531 The Lifeguard Store	RISE GUARD POLY WORKWOUT, WHISTLES	009-60-503-00000-544000	TOTAL	6/2//2025	12,278.13
					Aug 27 0.20
5,576 City Utilities	UTILITIES-CEMETERY	009-60-715-00000-533000		6/27/2025	84.73
5,576 City Utilities	UTILITIES- MAINTENANCE SHED	009-60-715-00000-533000		6/27/2025	167.10
5,576 City Utilities	UTILITIES- CHAPEL	009-60-715-00000-533000		6/27/2025	55.00
5,496 METROEAST EQUIPMENT	CEMETARY BELT MOWER AND BLADE 0625	009-60-715-00000-536000		6/27/2025	500.90
5,476 Houseman Supply Inc	CEMETARY SHED MATERIALS 0625	009-60-715-00000-538000	TOTAL	6/27/2025	555.50 1,363.23
			TOTAL		1,303.25
5,549 OATES ASSOCIATES INC	US RTE 40 & SYCAMORE ST INTERSECTION STUDY & PLANS	010-70-010-00000-523000		6/27/2025	12,782.50
5,545 67,7667,850 68,7725 876			TOTAL		12,782.50
5,549 OATES ASSOCIATES INC	PARKING LOT MAIN & PINE ST SERVICE 4/26 -5/23/25	012-70-000-00000-555000		6/27/2025	1,775.00
			TOTAL		1,775.00
ACH THINOS MUNICIDAL F	MAY PURCHASE POWER	101-00-000-00000-434641		6/17/2025	-1,111.64
ACH ILLINOIS MUNICIPAL E ACH ILLINOIS MUNICIPAL E	MAY PURCHASE POWER	101-00-000-00000-434642		6/17/2025	-49,736.40
ACT REMOTE INVITOR ALL			TOTAL		-50,848.04
5,547 Mastercard	HOTEL ROOM FOR DAN COOK	101-01-101-00000-524000		6/27/2025	285.00
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-101-00000-531000		6/27/2025	166.57
5,547 Mastercard	SHIPPING CHARGE	101-01-101-00000-532000		6/27/2025 6/27/2025	10.72 974.57
5,545 City Utilities	UTILITIES- ELECTRIC MONTHLY INSPECTION & TREATMENT	101-01-101-00000-533000 101-01-101-00000-539000		6/27/2025	974.57 35.00
5,439 BARNETT PEST SOLUTIO	WORTHET INSTEADUR & TREATMENT	TOT OF TOT-00000-333000		_, _ , _ , _ , _ , _ , _ , _ ,	23.00

5,464 EVAN FEENY	TRUCK DETAILING- 2014 DODGE RAM	101-01-101-00000-539000	6/27/2025	180.00
5,524 SPLISH SPLASH AUTO B	POLICE DEPT AND ELEC DEPT CAR WASHES	101-01-101-00000-539000	6/27/2025	14.00
5,571 THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	101-01-101-00000-539000	6/27/2025	998.83
5,572 THRYV INC.	MONTHLY PHONE LISTING 06/01/2025-06/30/2025	101-01-101-00000-539000 101-01-101-00000-539050	6/27/2025 6/27/2025	29.50 0.72
5,567 Mastercard 5,574 Verizon Wireless - S	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION VERIZON WIRELESS CHARGES	101-01-101-00000-539050	6/27/2025	14.10
5.547 Mastercard	SUPPLIES FOR BREAKROOM	101-01-101-00000-541000	6/27/2025	186.32
5,553 AMAZON CAPITAL SERVI	2 QTY SCENT OIL REFILL, 1 QTY AIR FRESHNER	101-01-101-00000-541000	6/27/2025	31.73
5,553 AMAZON CAPITAL SERVI	1 QTY CANON BLACK INK CERTRIDGE	101-01-101-00000-541000	6/27/2025	29.98
5,547 Mastercard	FLOOR LINER, GEAR BOX	101-01-101-00000-546000	6/27/2025	351.56
5,453 CYPHERS TRUCK PARTS	SOFTWARE & UPGRADE TO V9	101-01-101-00000-547000	6/27/2025 TOTAL	49.95 3,358.55
			IOTAL	5,556.55
5,547 Mastercard	HOTEL ROOM FOR KELLY MCCASLIN	101-01-102-00000-524000	6/27/2025	142.50
5,547 Mastercard	HOTEL ROOM FOR DOMINIC SIRKO	101-01-102-00000-524000	6/27/2025	142.50
5,547 Mastercard	HOTEL ROOM FOR SCOTT KUHN	101-01-102-00000-524000	6/27/2025	142.50
5,434 Ameren Illinois	GAS CHARGE- POWER PLANT	101-01-102-00000-533000	6/27/2025 6/27/2025	65.54
5,545 City Utilities		101-01-102-00000-533000 101-01-102-00000-533000	6/27/2025	67.53 424.64
5,545 City Utilities 5,545 City Utilities	UTILITIES- POWER PLANT UTILITIES- POWER PLANT	101-01-102-00000-533000	6/27/2025	62.77
5,545 City Utilities	UTILITIES- POWER PLANT	101-01-102-00000-533000	6/27/2025	1,129.80
5,545 City Utilities	UTILITIES- POWER PLANT	101-01-102-00000-533000	6/27/2025	4,092.05
5,545 City Utilities	UTILITIES- POWER PLANT	101-01-102-00000-533000	6/27/2025	12.04
5,545 City Utilities	UTILITIES- POWER PLANT	101-01-102-00000-533000	6/27/2025	15.00
5,460 ENERGY PETROLEUM CO	MAINTENANCE GARAGE- LUBE	101-01-102-00000-536000	6/27/2025 6/27/2025	702.41 60.00
5,439 BARNETT PEST SOLUTIO	MONTHLY INSPETION & TREATMENT	101-01-102-00000-539000 101-01-102-00000-539020	6/17/2025	757,267.96
ACH ILLINOIS MUNICIPAL E 5,567 Mastercard	MAY PURCHASE POWER DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	101-01-102-00000-539050	6/27/2025	0.24
5,553 AMAZON CAPITAL SERVI	1 QTY HP BLACK TONER CARTRIDGE	101-01-102-00000-541000	6/27/2025	79.99
5,520 SCOTT KUHN	FAN, FAUCET, OIL SYSTEM, FIRE HOSE FOR MECHANIC SHOP	101-01-102-00000-543000	6/27/2025	495.77
5,534 TRENDY TEES & MORE	EMBROIDERED LOGOS ON APPAREL	101-01-102-00000-544000	6/27/2025	18.00
5,547 Mastercard	SCOTT KUHN JEANS	101-01-102-00000-544000	6/27/2025	243.54
5,547 Mastercard	DOMINIC SIRKO BOOTS	101-01-102-00000-544000	6/27/2025 6/27/2025	180.61 270.48
5,537 VALTEC HYDRAULICS 1 5.547 Mastercard	QUICK DISC PRESSURE GAUGE FOR GENERATOR	101-01-102-00000-545000 101-01-102-00000-545000	6/27/2025	118.56
5,569 O'Reilly Automotive	1 QTY FUEL/WTR SEP	101-01-102-00000-545000	6/27/2025	12.51
5,459 EMAG RED BUD FD LLC	FINANCE CHARGE	101-01-102-00000-546000	6/27/2025	3.96
5,504 O'Reilly Automotive	1 QTY CUT-OFF WHL,36MMX32MT TAPE,REMOVAL WHEL	101-01-102-00000-546000	6/27/2025	42.88
5,504 O'Reilly Automotive	1 QTY BRAKE PADS, 2 QTY BRAKE ROTOR, 1 QTY OIL FIL	101-01-102-00000-546000	6/27/2025	165.28
5,504 O'Reilly Automotive	1 QTY BALL JOINT, BRAKE HOSE, 320ZBRAKEFLD	101-01-102-00000-546000	6/27/2025	101.71
5,504 O'Reilly Automotive	1 QTY CTRL ARM ASY, 1 QTY SHOCKS-F	101-01-102-00000-546000	6/27/2025 6/27/2025	199.24 16.38
5,504 O'Reilly Automotive	1 QTY STOPLIGHT SW 1 QTY SHOCKS-F, 1 QTY BALL JOINT	101-01-102-00000-546000 101-01-102-00000-546000	6/27/2025	-96.94
5,504 O'Reilly Automotive 5,504 O'Reilly Automotive	1 QTY CERAMIC PADS	101-01-102-00000-546000	6/27/2025	29.99
5,504 O'Reilly Automotive	1 QTY STOPLIGHT SW- RETURN	101-01-102-00000-546000	6/27/2025	-16.38
5,504 O'Reilly Automotive	2 QTY 5QT MOTOROIL	101-01-102-00000-546000	6/27/2025	55.98
5,504 O'Reilly Automotive	2 QTY BRAKE ROTAR- RETURN	101-01-102-00000-546000	6/27/2025	-130.00
5,504 O'Reilly Automotive	2 QTY BATTERY, CORE CHARGE	101-01-102-00000-546000	6/27/2025	256.40
5,504 O'Reilly Automotive	1 QTY PRORATED BAT, 4 QTY CORE RETURN	101-01-102-00000-546000	6/27/2025	-197.67
5,569 O'Reilly Automotive	4 QTY CONNECTOR, 6 QTY GL-WIPER FLD	101-01-102-00000-546000 101-01-102-00000-546000	6/27/2025 6/27/2025	69.50 47.32
5,569 O'Reilly Automotive 5,569 O'Reilly Automotive	3 QTY OIL FILTER,2 QTY WIPERBLADE,1 QTY AIR FILTER 1 QTY INTRLOCK SOL	101-01-102-00000-546000	6/27/2025	38.19
5,569 O'Reilly Automotive	1 QTY TRANS CABLE	101-01-102-00000-546000	6/27/2025	71.33
5,569 O'Reilly Automotive	1 QTY SHIFT MECH	101-01-102-00000-546000	6/27/2025	124.14
5,453 CYPHERS TRUCK PARTS	SOFTWARE & UPGRADE TO V9	101-01-102-00000-547000	6/27/2025	4,370.95
5,547 Mastercard	MILWAUKEE IMPACT, VACUUM	101-01-102-00000-547000	6/27/2025	200.00
5,547 Mastercard	MILWAUKEE SAWZALL, BATTERIES	101-01-102-00000-547000	6/27/2025 6/27/2025	225.00 4,314.75
5,510 R & M OIL & SUPPLY	NORDBERG OIL	101-01-102-00000-549000	TOTAL	775,638.95
				,.
5,477 ILLINOIS MUNICIPAL U	MAY SAFETY TRAINING	101-01-104-00000-524000	6/27/2025	1,050.00
5,547 Mastercard	HOTEL ROOM FOR ERIC SMITH	101-01-104-00000-524000	6/27/2025	142.50
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-104-00000-531000	6/27/2025	1,022.87
5,434 Ameren Illinois	TOTAL OPTIONAL LIGHTING CHARGE	101-01-104-00000-533000 101-01-104-00000-536000	6/27/2025 6/27/2025	44.52 149.87
5,515 RICHARD SCHANZ 5,535 TRUCK CENTERS INC	FORKLIFT OIL, OIL FILTER, TUBE GREASE, CHAIN LUBE TRUCK 36 LABOR & DRIVE TIME- UPDATE ECM CALIBRATE	101-01-104-00000-536010	6/27/2025	346.01
5,551 ZOBRIST ELECTRIC INC	CHECK SERVE ROOM & TRANSFER ROOM- OPERATE CORRECT	101-01-104-00000-538000	6/27/2025	125.00
5,566 KYLE TIMMERMANN	REIM -ILSOS- CDL LICENSE- K TIMMERMANN	101-01-104-00000-539000	6/27/2025	61.35
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	101-01-104-00000-539050	6/27/2025	2.14
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-104-00000-539050	6/27/2025	34.68
5,436 ANIXTER INC.	35BG UNIVERSAL YELLOW SAFETY BAG	101-01-104-00000-543000	6/27/2025	14.27
5,454 DECO SUPPLY	WASHER, POLE EYE PLATE, #8 SOLID SOFT DRAWN	101-01-104-00000-543000 101-01-104-00000-543000	6/27/2025 6/27/2025	1,327.00 765.90
5,454 DECO SUPPLY 5,468 GRAYBAR	WASHER, POLE EYE PLATE, #8 SOLID SOFT DRAWN FUSE CUTOUT, CROSS ARM, INS PIN, BOLT & WASHERS	101-01-104-00000-543000	6/27/2025	354.00
5,468 GRAYBAR	90 DEGREE ELBOWS, ORANGE & RED MARKER FLAGS,	101-01-104-00000-543000	6/27/2025	2,000.00
5,508 Power Line Supply	3" COUPLING, MACHINE BOLT	101-01-104-00000-543000	6/27/2025	152.00
5,547 Mastercard	PROPANE TORCH TO SEAL POLE WRAP	101-01-104-00000-543000	6/27/2025	37.53
5,555 ANIXTER INC.	CROSSARM PIN, BOLT	101-01-104-00000-543000	6/27/2025	346.00
5,560 FLETCHER REINHARDT C	SCH 40 CONDUIT ELBOW	101-01-104-00000-543000	6/27/2025	510.00
5,561 FROST ELECTRIC SUPPL	CONDUIT, STRAND WIRE	101-01-104-00000-543000 101-01-104-00000-544000	6/27/2025 6/27/2025	1,560.71 65.00
5,482 JM TEST SYSTEMS INC 5.492 London Shoe Shop	MONTHLY MANAGEMENT FEES REID FAHRENHOLTZ BOOTS	101-01-104-00000-544000	6/27/2025	200.00
5,492 London Shoe Shop 5,508 Power Line Supply	YOUNGSTOWN GLOVES	101-01-104-00000-544000	6/27/2025	540.00
5,534 TRENDY TEES & MORE	EMBROIDERED LOGOS ON APPAREL	101-01-104-00000-544000	6/27/2025	290.00
5,547 Mastercard	DUSTY GILOMEN RAIN GEAR	101-01-104-00000-544000	6/27/2025	304.44
5,547 Mastercard	DUSTY GILOMEN JEANS	101-01-104-00000-544000	6/27/2025	376.00
5,547 Mastercard	RETURN ERIC SMITH JEANS	101-01-104-00000-544000	6/27/2025 6/27/2025	-163.30 25.20
5,504 O'Reilly Automotive			6/2/1/0/5	25.20
	1 QTY WASHER PUMP	101-01-104-00000-546000		
5,547 Mastercard	1 QTY WASHER PUMP Z-FLASH OBD-11	101-01-104-00000-546000	6/27/2025 6/27/2025	254.94 81.57
5,547 Mastercard 5,569 O'Reilly Automotive	1 QTY WASHER PUMP		6/27/2025	254.94
5,547 Mastercard	1 QTY WASHER PUMP Z-FLASH OBD-II 1 QTY OIL FILTER, 1 QTY HD AIR FILTER	101-01-104-00000-546000 101-01-104-00000-546000	6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	254.94 81.57 93.56 979.98
5,547 Mastercard 5,569 O'Reilly Automotive 5,569 O'Reilly Automotive	1 QTY WASHER PUMP 2-FLASH OBD-II 1 QTY OIL FILTER, 1 QTY HD AIR FILTER 2 QTY 10.70Z5TRFLD, 2 QTY DIESEL EXTRM	101-01-104-00000-546000 101-01-104-00000-546000 101-01-104-00000-546000 101-01-104-00000-547000 101-01-104-00000-547000	6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	254.94 81.57 93.56 979.98 563.46
5,547 Mastercard 5,569 O'Reilly Automotive 5,569 O'Reilly Automotive 5,542 Woodcrest Small Engi	1 QTY WASHER PUMP 2-FLASH OBD-II 1 QTY OIL FILTER, 1 QTY HD AIR FILTER 2 QTY 10.70Z5TRFLD, 2 QTY DIESEL EXTRM CHAIN SAW	101-01-104-00000-546000 101-01-104-00000-546000 101-01-104-00000-546000 101-01-104-00000-547000	6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	254.94 81.57 93.56 979.98

5,547 Mastercard	MILWAUKEE IMPACT, VACUUM	101-01-104-00000-547000		6/27/2025	215.00
5,528 SYDENSTRICKER NOBBE	BRUSH CUTTER MINI SKID STEER, GRAPPLE RAKE	101-01-104-00000-553000		6/27/2025	9,800.00
			TOTAL		23,849.62
				5 (07 (000F	
5,455 DIANE BUSCH	HCS REFUND	111-00-000-00000-111500		6/27/2025	43.69
			TOTAL		43.69
		111 05 111 00000 534000		6/27/202E	1 205 00
5,567 Mastercard	JUNE CREDIT CARD TRANSACTIONS IMMING	111-05-111-00000-524000		6/27/2025 6/27/2025	1,395.00
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	111-05-111-00000-531000			222.56
5,434 Ameren Illinois	GAS CHARGES	111-05-111-00000-533000		6/27/2025	68.30
5,545 City Utilities	UTILITIES- 192 WOODCREST DR	111-05-111-00000-533000		6/27/2025	2,841.16
5,545 City Utilities	UTILITIES- 192 WOODCREST DR OFFICE	111-05-111-00000-533000		6/27/2025	423.36
5,570 SUMNER ONE INC.	COPIER USAGE/LEASE	111-05-111-00000-534000		6/27/2025	151.31
ACH ILLINOIS DEPT OF REV	MAY RT-10 TELECOMMUNICATIONSINFRASTRUCTUREMTN	111-05-111-00000-539000		6/16/2025	95.11
ACH ILLINOIS DEPT OF REV	MAY RT-2 TELECOMMUNICATIONS TAX RETURN	111-05-111-00000-539000		6/16/2025	2,498.02
5,479 ILLINOIS TELECOMMUNI	LOCALEXCHANGECARRIER&INTERCONNECTEDVOIP&WIRELESS	111-05-111-00000-539000		6/27/2025	12.52
5,556 CALIX INC.	SMARTHOME UPGRADE JUNE 1-JUNE 30, 2025	111-05-111-00000-539000		6/27/2025	1,622.45
5,556 CALIX INC.	SERVICE CLOUD - EME JUNE 1-30, 2025	111-05-111-00000-539000		6/27/2025	1,760.64
5,567 Mastercard	MASTERCARD FINANCE CHARGE	111-05-111-00000-539000		6/27/2025	32.85
5,572 THRYV INC.	MONTHLY PHONE LISTING 06/01/2025-06/30/2025	111-05-111-00000-539000		6/27/2025	32.50
5,458 Drive Social Media	SOCIAL-GETTING STARTED	111-05-111-00000-539033		6/27/2025	2,000.00
5,567 Mastercard	MAY CREDIT CARD TRANSACTIONS IMMING	111-05-111-00000-539033		6/27/2025	379.66
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	111-05-111-00000-539050		6/27/2025	1.43
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	111-05-111-00000-539050		6/27/2025	128.57
ACH USAC BILLING & DISBU	MAY 2025 USF CONTRIBUTION CHARGE	111-05-111-00000-539051		6/23/2025	1,446.55
ACH USAC BILLING & DISBU	JUNE 2025 USF CONTRIBUTION CHARGE	111-05-111-00000-539051		6/23/2025	1,446.55
5,523 SINCLAIR BROADCAST	MAY 2025 SUBSCRIBERS COUNTS	111-05-111-00000-539052		6/27/2025	577.38
5,533 TIVO PLATFORM TECHNO	836.5NCPTMOBIACCT, 142NDVRADDTLUAS, 454STREAMSADDT	111-05-111-00000-539052		6/27/2025	7,822.50
5,544 CALIX INC.	CALIX E7-20 EVENTUAL REPLACEMENT	111-05-111-00000-539200		6/27/2025	223,749.21
5,544 CALIX INC.	EP-2 CLX3001 AGGREGATION AND COMMON CONTROL CARD	111-05-111-00000-539200		6/27/2025	21,858.87
5,469 GREAT LAKES DATA SYS	FINANCE CHARGE	111-05-111-00000-539300		6/27/2025	2.25
5,433 AMAZON CAPITAL SERVI	1 QTY SURFACE PRO, KEYBOARD, DESK LAMP, SURGE PROTECT	111-05-111-00000-547000		6/27/2025	1,841.17
5,553 AMAZON CAPITAL SERVI	1 QTY TIME CLOCK	111-05-111-00000-547000		6/27/2025	149.99
5,553 AMAZON CAPITAL SERVI	1 QTY USB C CHARGER BLOCK WALL CHARGERS 4PK	111-05-111-00000-547000		6/27/2025	18.90
•	CSS-50R DE CSS50R SUPPORT CABLE and LOCKING HEADS	111-05-111-00000-547000		6/27/2025	719.60
5,563 GRAYBAR		111-05-111-00000-553000		6/27/2025	270.80
5,568 METROLINE INC.	POLYCOM VVX 450 (2200-48840-025)	111-03-111-00000-555000	TOTAL	0,21,2025	273,569.21
			IOTAL		275,505.21
		201-02-201-00000-531000		6/27/2025	51.86
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES			6/27/2025	104.29
5,434 Ameren Illinois	GAS CHARGES - PW	201-02-201-00000-533000		6/27/2025	205.82
5,545 City Utilities	UTILITIES - PW	201-02-201-00000-533000		6/27/2025	332.95
5,571 THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	201-02-201-00000-539000			
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	201-02-201-00000-539050	TOTAL	6/27/2025	0.24
			TOTAL		695.16
				c /27 /2025	00.70
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-202-00000-531000		6/27/2025	93.72
5,545 City Utilities	UTILITIES - WTP	201-02-202-00000-533000		6/27/2025	64.84
5,545 City Utilities	UTILITIES - WTP	201-02-202-00000-533000		6/27/2025	1,540.08
5,545 City Utilities	UTILITIES - WTP	201-02-202-00000-533000		6/27/2025	7,088.40
5,545 City Utilities	UTILITIES - WTP	201-02-202-00000-533000		6/27/2025	58.42
5,522 SIDENER ENVIRONMENTA	WTP- 2025 ANNUAL MAINTENANCE	201-02-202-00000-536000		6/27/2025	3,681.82
5,439 BARNETT PEST SOLUTIO	PEST CONTROL- INSIDE: 2 MAIN BLDG., RAW PUMP HOUSE	201-02-202-00000-539000		6/27/2025	130.00
5,478 Illinois Rural Water	ANNUAL MEMBERSHIP 7/1/25 - 6/30/26	201-02-202-00000-539000		6/27/2025	342.30
5,488 KONE INC	ANNUAL MAINTENANCE FOR 6/1/25 - 5/31/26	201-02-202-00000-539000		6/27/2025	1,248.24
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	201-02-202-00000-539050		6/27/2025	0.95
5,467 GRAINGER	AMMONIUM HYDROXIDE	201-02-202-00000-543000		6/27/2025	45.77
5,470 Hach Company	ASSY, PACK CHEMKEY TOTAL AMMONIA	201-02-202-00000-543000		6/27/2025	293.55
5,443 CHEMSTREAM INC	ALKA-TRETE 500	201-02-202-00000-549000		6/27/2025	3,859.90
5,550 USALCO	DELPAC 2950	201-02-202-00000-549000		6/27/2025	13,892.85
-,			TOTAL		32,340.84
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-203-00000-531000		6/27/2025	90.38
5,545 City Utilities	UTILITIES - W&S	201-02-203-00000-533000		6/27/2025	373.65
5,545 City Utilities	UTILITIES - W&S	201-02-203-00000-533000		6/27/2025	118.56
5,545 City Utilities	UTILITIES - W&S	201-02-203-00000-533000		6/27/2025	31.26
5,545 City Utilities	UTILITIES - W&S	201-02-203-00000-533000		6/27/2025	27.97
5,448 COE EQUIPMENT INC	REPAIRED HEADSET - SONETICS APX377-BH	201-02-203-00000-536000		6/27/2025	144.56
5,502 Northtown Auto & Tra	GREASE CAP W/ PLUG 2"	201-02-203-00000-536010		6/27/2025	12.43
5,478 Illinois Rural Water	ANNUAL MEMBERSHIP 7/1/25 - 6/30/26	201-02-203-00000-539000		6/27/2025	171.15
5,530 Teklab Inc	TOTAL COLIFORM, E. COLI, ENZYME SUBSTRATE	201-02-203-00000-539023		6/27/2025	242.00
5,530 Tekiab inc 5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	201-02-203-00000-539050		6/27/2025	0.36
5,567 Mastercard 5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-203-00000-539050		6/27/2025	2.72
	1 QTY 3PK SCREEN PROTECTOR IPHONE, 1 QTY OTTERBOX	201-02-203-00000-543000		6/27/2025	24.49
5,433 AMAZON CAPITAL SERVI	BLUE & GREEN MARKING PAINTS	201-02-203-00000-543000		6/27/2025	144.00
5,451 CORE & MAIN LP	FOR DOBBS: CORP STOP, CURB STOP, IP SADDLE PVC	201-02-203-00000-543000		6/27/2025	881.18
5,497 MIDWEST MUNICIPAL SU		201-02-203-00000-543000		6/27/2025	14.99
5,504 O'Reilly Automotive	DTR WHL CVR	201-02-203-00000-543000		6/27/2025	430.80
5,519 Schulte Supply Inc	PL-LID COMPLETE 1 1/4"	201-02-203-00000-543000		6/27/2025	400.85
5,519 Schulte Supply Inc	4" X 20" STAINLESS REPAIR CLAMP	201-02-203-00000-544000		6/27/2025	13.50
5,449 COMPUSTITCH SCREEN P	3 SHIRTS CITY LOGO ONLY - W&S - TRAVIS T.	201-02-203-00000-544000	TOTAL	0/2//2023	3,124.85
			IUTAL		3,124.83
	CARENATE AND A F OF DOMINING FOR FRAFF	201 02 201 00000 524000		6/27/2025	28.35
5,547 Mastercard	SAFETY TRAINING 6-5-25 - DOUGHNUTS FOR STAFF	301-03-301-00000-524000		6/27/2025	
5,540 WELLS FARGO VENDOR F	RICOH COPIER IM C3500- PUBLIC WORKS	301-03-301-00000-534000			217.19
5,571 THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	301-03-301-00000-539000		6/27/2025	332.95
5,567 Mastercard	DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION	301-03-301-00000-539050	207.1	6/27/2025	0.24
			TOTAL		578.73
5,574 Verizon Wireless - S	VERIZON WIRELESS CHARGES	301-03-303-00000-531000		6/27/2025	30.68
5,545 City Utilities	UTILITIES - W&S	301-03-303-00000-533000		6/27/2025	373.65
5,545 City Utilities	UTILITIES - W&S	301-03-303-00000-533000		6/27/2025	118.57
5,545 City Utilities	UTILITIES - W&S	301-03-303-00000-533000		6/27/2025	31.26
5,545 City Utilities	UTILITIES - W&S	301-03-303-00000-533000		6/27/2025	27.98
5,448 COE EQUIPMENT INC	REPAIRED HEADSET - SONETICS APX377-BH	301-03-303-00000-536000		6/27/2025	144.56
5,502 Northtown Auto & Tra	GREASE CAP W/ PLUG 2"	301-03-303-00000-536010		6/27/2025	12.43

5,574 VERIZON WIRELESS CHARGES 301 5,435 CARAGES 301 5,431 CORE MAIN ILP BULE & GREEN MARKING PAINTS 301 5,447 MIDWEST MUNICIPAL SU 4"MAX ADAPTOR, 4" CLAY-SDR35, 20" METER TILE RISER 301 5,467 MIDWEST MUNICIPAL SU 4"MAX ADAPTOR, 4" CLAY-SDR35, 20" METER TILE RISER 301 5,467 CREWINAL SCREEN P 3 SHIRTS CITY LOGO ONLY - W&S - TRAVIS T. 301 5,545 City Utilities UTILITIES - WRF 301 5,545 Utilities UTILITIES - WRF 301 5,545 City Utilities UTILITIES - WRF 301 5,545 City Utilities UTILITIES - WRF 301 5,546 City Utilities UTILITIES - WRF 301 5,547 Utilities UTILITIES - WRF 301 5,547 City Util	3-303-00000-539050 3-303-00000-543000 3-303-00000-543000 3-303-00000-543000 3-303-00000-543000 3-303-00000-543000 3-304-00000-531000 3-304-00000-533000 3-304-00000-533000 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-539023 3-304-00000-539023 3-304-00000-549000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-00000-54000 3-304-0000-54000 3-304-0000-54000 3-305-00000-523002 3-305-00000-539023 3-305-000000-539023 3-305-000000-539023 3-305-00000-539023 3-305-00000-539023 3-305-00000-539023 3-305-00000-539023 3-305-000005-539023 3-305-000005-539023 3-305-00005-539023 3-305-00005-5390	6/27/2025 6/27/2025	0.3 2.7 24.4 144.0 325.3 1.5.0 13.5 1,435.7 9,564.5 913.5 2,788.1 153.0 153.0 97.2 75.7 2,563.4 342.3 1,773.7 1,898.3 76.5 0.5 105.0 223.0 1,989.1 63.5 40.0 22,916.0 22,916.0 22,916.0
3433AMAZON CAPITAL SERVI1 QTV 3PK SCREEN PROTECTOR IPHONE, 1 QTV OTTERBOX3015,451CORE & MAIN LPBLUE & GREEN MARNING PAINTS3015,467MUNICIPAL SU4"MAX ADATTOR, 4" CLAY-SPRS5, 20" METER TILE RISER3015,540COREUN VIRLESS TAWNICIPAL SU4"MAX ADATTOR, 4" CLAY-SPRS5, 20" METER TILE RISER3015,540COMPUSTITCH SCREEN P3 SHIRTS CITY LOGO ONLY - W&S - TRAVIS T.3015,547Verizon Wireless - SVERIZON WIRELESS CHARGES3015,545City UtilitiesUTILITIES - WRF3015,545City UtilitiesUTILITIES - WRF3015,546City UtilitiesUTILITIES - WRF3015,547MateraANNOLA MEMBERSHIP 7/1/25 - 6/30/263015,548City UtilitiesUTILITIES - WRF3015,540City UtilitiesUTILITIES - WRF3015,541City UtilitiesUTILITIES - WRF3015,542City UtilitiesUTILITIES - WRF3015,543City UtilitiesUTILITIES - WRF3015,545City Utilities <t< td=""><td>3-303-00000-543000 3-303-00000-543000 3-303-00000-543000 3-303-00000-543000 3-304-00000-531000 3-304-00000-533000 3-304-00000-533000 3-304-00000-533022 3-304-00000-533022 3-304-00000-53022 3-304-00000-53022 3-304-00000-539023 3-304-00000-539023 3-304-00000-545000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00</td><td>6/27/2025 6/27/2025</td><td>24.4 144.6 325.3 15.0 1,435.7 94.2 9,564.5 2,788.1 153.6 153.6 97.2 75.7 2,563.4 342.3 1,773.7 1,898.3 76.5 0.9 105.6 223.0 2,291.6 22,916.6 22,916.6 2,55.6 8,71.6</td></t<>	3-303-00000-543000 3-303-00000-543000 3-303-00000-543000 3-303-00000-543000 3-304-00000-531000 3-304-00000-533000 3-304-00000-533000 3-304-00000-533022 3-304-00000-533022 3-304-00000-53022 3-304-00000-53022 3-304-00000-539023 3-304-00000-539023 3-304-00000-545000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00	6/27/2025 6/27/2025	24.4 144.6 325.3 15.0 1,435.7 94.2 9,564.5 2,788.1 153.6 153.6 97.2 75.7 2,563.4 342.3 1,773.7 1,898.3 76.5 0.9 105.6 223.0 2,291.6 22,916.6 22,916.6 2,55.6 8,71.6
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5.497 MIDWEST MUNICIPAL SU 4"MAX ADAPTOR, 4" CLAY-SDR35, 20" METER TILE RISER 301 5,504 OrNellik Automotive DTR WHL CVR 301 5,544 COMPUSTITCH SCREEN P 3 SHIRTS CITY LOGO ONLY - W&S - TRAVIS T. 301 5,545 City Utilities UTILITIES - WRF 301 5,546 City Utilities UTILITIES - WRF 301 5,546 City Utilities UTILITIES - WRF 301 5,547 Asternant Pros. Lity Component Prosternante Properity Properity Properity Properity Properity Proper	3-303-00000-543000 3-303-00000-543000 3-303-00000-544000 TOTAL 3-304-00000-531000 3-304-00000-533000 3-304-00000-533000 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-549000 3-304-00000-549000 3-304-00000-549000 3-304-00000-549000 3-304-00000-549000 3-304-00000-549000 3-304-00000-549000 3-304-00000-549000 TOTAL 3-305-00000-539023 3-305-000000-539023 3-305-00000-539023 3-305-000000-539023 3-305-00000-539023 3-305-00000-539023 3-305-0000	6/27/2025 6/27/2025	325. 15. 13. 1,435. 9,564. 9,153. 153. 153. 97. 75. 2,563. 3,42. 1,773. 1,898. 76. 0. 105. 2233. 1,989. 63. 40. 22,916. 1,187. 555. 871.
5.504 O'Reilly Automotive DTR WHL CVR 901 5,544 COMPUSTITCH SCREEN P 3 SHIRTS CITY LOGO ONLY - W&S - TRAVIS T. 901 5,545 City Utilities UTILITIES - WRF 901 5,547 Mastercard Semiannu Autor	3-303-00000-543000 3-303-00000-544000 TOTAL 3-304-00000-531000 3-304-00000-533000 3-304-00000-533000 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-545000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-00000-540000 3-304-000000000000000000000000000000000	6/27/2025 6/27/2025	15.4 13.3 1,435. 94.3 9,564.3 913.3 2,788.3 153.3 153.3 97.5 2,563.4 342.3 1,773.3 1,978.3 76.6 0.9 105.4 223.4 1,988.3 40.0 22,916.4 1,187.3 555.8 871.4
5,449 COMPUSTITCH SCREEN P 3 SHIRTS CITY LOGO ONLY - W&S - TRAVIS T. 301 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 301 5,545 City Utilities UTILITIES - WRF 301 5,546 City Utilities UTILITIES - WRF 301 5,547 Statistics UTILITIES - WRF 301 5,548 City Utilities UTILITIES - WRF 301 5,548 City Utilities UTILITIES - WRF 301 5,547 Mastercard SEMIANNUAL INFLUENT 301 5,547 Mastercard DORE COUPLING FOR AERATORS ON OXIDATION DITCH 301 5,547 Mastercard DORGE COUPLING FOR AERATORS ON OXIDATION DITCH 301 <t< td=""><td>3-303-00000-544000 TOTAL 3-304-00000-531000 3-304-00000-533000 3-304-00000-533000 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-54000 3-304-00000-54000 3-304-00000-545000 3-304-00000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-305-00000-539023 3-304-00000-549020 TOTAL</td><td>6/27/2025 6/27/2025</td><td>13. 1,435: 94. 9,564. 913. 2,788. 153. 97. 75. 2,553. 3422. 1,773. 1,898. 76. 0. 105. 223. 1,989. 63. 40. 22,916. 1,187. 55. 55.</td></t<>	3-303-00000-544000 TOTAL 3-304-00000-531000 3-304-00000-533000 3-304-00000-533000 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-533022 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-539023 3-304-00000-54000 3-304-00000-54000 3-304-00000-545000 3-304-00000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-304-0000-545000 3-304-00000-545000 3-305-00000-539023 3-304-00000-549020 TOTAL	6/27/2025 6/27/2025	13. 1,435: 94. 9,564. 913. 2,788. 153. 97. 75. 2,553. 3422. 1,773. 1,898. 76. 0. 105. 223. 1,989. 63. 40. 22,916. 1,187. 55. 55.
5,574 Verizon Wireless - S Verizon Wireless CHARGES 301 5,545 City Utilities UTILITIES - WRF 301 5,547 Matter ANNUAL MEMBERSHIP 7/1/25 - 6/30/26 301 5,520 Toklab Inc SEMIANNUAL INFLUENT 301 5,530 Teklab Inc SEMIANNUAL INFLUENT 301 5,547 Mastercard DREAMSTINE STOCK PHOTOGRAPH SUBSCRIPTION 301 5,548 Kitchmann Bros. LLC JOHN DEER - TRACTOR PARTS 301 5,547 Mastercard DODGE COUPLING FOR AERATORS ON OXIDATION DITCH 301 5,546 City Utilities UTILITES - WRF 301	TOTAL 3-304-0000-531000 3-304-0000-533000 3-304-0000-533000 3-304-0000-533002 3-304-0000-533022 3-304-0000-533022 3-304-0000-53022 3-304-0000-53022 3-304-0000-53023 3-304-0000-539023 3-304-0000-539050 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 3-304-0000-549000 TOTAL 3-305-0000-539023 3-305-0000-59023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-00000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-0000-539023 3-305-00000-539023 3-305-00000-539023 3-305-00000-539023 3-305-00000-539023 3-305-0000000000000000000	6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025 6/27/2025	1,435 - 94.: 9,564 - 913.: 2,788. 153.: 153.: 97.: 75.: 2,563.: 342.: 7,773.: 1,988.: 76.: 02: 105.: 223.: 1,989.: 63.: 40.: 22,916.: 1,187.: 55.: 871.:
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5,530 Teklab Inc INDUSTRY CROSS CHECK HIGHLAND MACHINE CP02 301 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,554 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,554 Ameren Illinois GAS CHARGE 401 5,575 WeBER GRANITE CITY F MTN/REPAIR #1542 401 5,575 WEBER GRANITE CITY F MTN/REPAIR #1542 401 5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,439 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,547 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,543 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 403 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	3-305-00000-539023		
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5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,554 Ameren Illinois GAS CHARGE 401 5,554 Status UTILITIES - 1122 BROADWAY 401 5,575 WEBR GRANITE CITY F MTN/REPAIR #1542 401 5,429 9TH ST CAFE & BAKERY 4 DOZEN SUGAR COOKIES - B WILSON RETIREMENT 401 5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,433 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401			2,950.5
5,574 VERIZON WIRELESS CHARGES 401 5,554 Ameren Illinois GAS CHARGE 401 5,554 SA CHARGE 401 5,575 UERIZON WIRELESS CHARGES 401 5,576 City Utilities UTILITIES-1122 BROADWAY 401 5,575 WEBR GRANITE CITY F MTM/REPAIR #1542 401 5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,439 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,567 MASTOC COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,567 MASTERCAR WERIZON WIRELESS CHARGES 401 5,547 Mastercard VERIZON WIRELESS CHARGES 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,433 MAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401 5,433	0-401-00000-524000	6/27/2025	205.0
5,554 Ameren Illinois GAS CHARGE 401 5,556 City Utilities UTILITIES-1122 BROADWAY 401 5,575 WEBER GRANITE CITY F MTN/REPAIR #1542 401 5,429 SHATE CAFE & BAKERY 4 DOZEN SUGAR COOKIES - B WILSON RETIREMENT 401 5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,439 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,547 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,549 LEXIPOL LLC ANNUAL FIRE PROCEDURES/SUPPLEMENTAL MANUALS 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNY CREDIT CARD TRANSACTIONS PS 401 5,433 MAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 403 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 403	0-401-00000-531000	6/27/2025	301.
5,576 City Utilities UTILITIES- 1122 BROADWAY 401 5,575 City Utilities UTILITIES- 1122 BROADWAY 401 5,575 WEBER GRANITE CITY F MTN/REPAIR #1542 401 5,429 9TH ST CAFE & BAKERY 4 DOZEN SUGAR COOKIES - B WILSON RETIREMENT 401 5,439 BARNET PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,439 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,547 Mastercard MAV CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,433 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-533000	6/27/2025	91.
5,575 WEBER GRANITE CITY F MTN/REPAIR #1542 401 5,429 9TH ST CAFE & BAKERY 4 DOZEN SUGAR COOKIES - B WILSON RETIREMENT 401 5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,439 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,567 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,567 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,543 MAZON CAPITAL SERVI 1 QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-533000	6/27/2025	527.
5,429 9TH ST CAFE & BAKERY 4 DOZEN SUGAR COOKIES - B WILSON RETIREMENT 401 5,429 9TH ST CAFE & BAKERY 4 DOZEN SUGAR COOKIES - B WILSON RETIREMENT 401 5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,439 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,433 MADON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-536010	6/27/2025	2,151.
5,439 BARNETT PEST SOLUTIO MONTHLY COMMERCIAL PEST CONTROL 401 5,439 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,491 LEXIPOL LLC ANNUAL FIRE PROCEDURES/SUPPLEMENTAL MANUALS 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,543 MADISON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-539000	6/27/2025	182.
5,993 MADISON COUNTY 9-1-1 1 QTY INTERFACES, 4 QTY MOBILITY 401 5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,674 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,547 Mastercard MAULAL FIRE PROCEDURES/SUPPLEMENTAL MANUALS 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,543 AMAZON CAPITAL SERVI 1 QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-539000	6/27/2025	50.
5,567 Mastercard DREAMSTIME STOCK PHOTOGRAPHY SUBSCRIPTION 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,547 MADUAL FIRE PROCEDURES/SUPPLEMENTAL MANUALS 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSATIONS PS 401 5,433 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401 5,433 MAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-539000	6/27/2025	497.3
5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,574 Verizon Wireless - S VERIZON WIRELESS CHARGES 401 5,547 LEXIPOL LLC ANNUAL FIRE PROCEDURES/SUPPLEMENTAL MANUALS 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,433 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE. 1 QTY TACTICAL POUCH RETURN 401 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-539050	6/27/2025	1.
5,491 LEXIPOL LLC ANNUAL FIRE PROCEDURES/SUPPLEMENTAL MANUALS 401 5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,430 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-539050	6/27/2025	77.4
5,547 Mastercard MAY CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSACTIONS PS 401 5,547 Mastercard JUNE CREDIT CARD TRANSATIONS PS 401 5,433 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE 1 QTY TACTICAL POUCH RETURN 401 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-539300	6/27/2025	1,869.
5,547 Mastercard JUNE CREDIT CARD TRANSATIONS PS 401 5,433 AMAZON CAPITAL SERVI 1 QTY MAP SLEEVE. 1 QTY TACTICAL POUCH RETURN 401 5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-543000	6/27/2025	286.
5,433 AMAZON CAPITAL SERVI QTY TACTICAL MOLLE GUN BELT RETURN 401	0-401-00000-543000	6/27/2025	93.
	0-401-00000-545000	6/27/2025	-36.
	0-401-00000-545000	6/27/2025	-44.
	0-401-00000-545000	6/27/2025	-41.
5,505 OAKLEY SERVICES INC 2 -PHILLIPS&TEMRO 1500 WATT 120V BLOCK HEATER-EMS 401	0-401-00000-545000	6/27/2025	222.
	TOTAL		6,435.
5.543 ALLIED WASTE TRANSPO RESIDENTIAL TRASH SERVICE 06/01/25-06/30/25 713	4-713-00000-539000	6/27/2025	111,846
		6/27/2025	418
	4-713-00000-539000	6/27/2025	69,826.
	4-713-00000-539000 4-713-00000-539000	6/27/2025	332
	4-713-00000-539000 4-713-00000-539000		
	4-713-00000-539000 4-713-00000-539000 TOTAL		182,424.3
ed by City Council July 07, 2025	4-713-00000-539000 4-713-00000-539000		

Mayor:

Clerk: