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LOVES PARK CITY COUNCIL AGENDA–AUGUST 26, 2019- 6 P.M.
AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,
LOVES PARK, 61111

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman Robert Schlensker, followed by the Pledge of Allegiance.**

- III. ROLL CALL**

- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**

- V. COMMUNICATIONS, MAYOR’S REPORT AND ANNOUNCEMENTS**

- VI. APPROVE PAYMENT OF BILLS**

- VII. OFFICER’S REPORTS**
 - 1. Public Safety**
 - 2. Public Works**

- VIII. COMMITTEE REPORTS**
 - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
 - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
 - 3. Public Works/Schlensker (Street, Water & Utilities)**
 - 4. Codes and Regulations/Peterson (Ordinances & Licenses)**
 - 5. Community Development/Frykman (Development, Planning, Zoning, Annexation, Building & Drainage)**

- IX. UNFINISHED BUSINESS**

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Mayor to hire Austin Allton to fill a vacant position within the Loves Park Police Department with a start date of Tuesday, August 27, 2019.**
- 2. Resolution awarding a contract to perform asphalt-paving repairs in the city to Campos Construction Inc.**
- 3. Resolution authorizing the Water Department Manager to enter into a Master Service Agreement for professional services with Arc Design Resources Inc. for \$200,000.00.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

- 1. Ordinance providing for an R-1 Liquor License for Da Catch, 1824 E. Riverside Blvd.**
- 2. Ordinance providing for an R-1 Liquor License for KBQ, 6332 E, Riverside Blvd.**
- 3. Ordinance providing for an R-1 Liquor License for Rani's Kitchen, 5710 N. Second Street.**

XIV. PUBLIC COMMENT

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT



CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, August 19, 2019

Loves Park City Hall

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

Fire Chaplain Cory Whitford opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen Nancy Warden, John Jacobson, Clint Little, John Pruitt, Charles Frykman, Mark Peterson, A. Marie Holmes, Robert Schlensker, Doug Allton

Absent: Alderman Jim Puckett

Also Present: City Clerk Bob Burden
City Attorney Greg Cox

1. Approve Minutes 08/12/19 The Journal of Proceedings for the regular meeting of August 12, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton) 1 Absent (Alderman Puckett)
2. Comcast Channel Changes Received a notice from Comcast that Turner Classic Movies will move to Sports Entertainment Package/More Sports and Entertainment Package and will no longer be available in its current package. Placed on file.
3. Fire Dept. Class Graduation Celebration Mayor Jury announced that everyone is invited to a celebration for the graduating class of the Loves Park Fire Department to be held following this evening's council meeting at 6:45 p.m. at Fire Station No. 2.
4. Suicide Prevention Month Mayor Jury presented a proclamation to Xavier Whitford, Founder of the Tommy Corral Memorial Foundation, proclaiming the week of August 19, 2019 to be "National Suicide Prevention Awareness Month" in the City of Loves Park.
5. Xavier Whitford Xavier Whitford thanked council for supporting the proclamation.
6. Water Department Bills Alderman Jacobson presented the Water Department bills dated August 12, 2019 in the amount of \$41,378.61, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton) 1 Absent (Alderman Puckett)
7. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated August 12, 2019 in the amount of \$664,576.81, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton) 1 Absent (Alderman Puckett)
8. Public Safety Report Alderman Allton presented the Police Department Report dated August 19, 2019, to be placed on file.

9. Finance & Administration Committee
Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated August 19, 2019 in the amount of \$76,847.81; for consideration at next week's city council meeting; presented the minutes from the committee meeting held August 12, 2019, to be placed on file.
10. Public Works Committee
Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated August 19, 2019 in the amount of \$10,983.14, for consideration at next week's city council meeting.
11. Community Development
Alderman Frykman of the Community Development Committee presented the minutes from the committee meeting held July 29, 2019, to be placed on file.
12. Fehr Graham To Perform Engineering Services For Portion Of Orth Road
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the City of Loves Park is authorized to hire Fehr Graham, consulting engineers, 200 Prairie Street, Suite 208, Rockford, IL 61107 to perform the necessary civil engineering design for roadway and intersection improvements for the section of Orth Road between Paulson Road and Argyle Road in accordance with the attached agreement. Total cost for the design engineering services shall not exceed \$326,059.00. Funds will be provided from Account No. 01-01-6667 (Orth Road Engineering). An IDOT Surface Transportation Block Grant has been applied for to assist in funding for this project. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton) 1 Absent (Aldermen Puckett)
RESOLUTION NO. 19-073
13. SEP Fees Waived For Oktoberfest
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the fees relating to the Special Event Permit for the use of the Loves Park Civic Center shall be waived for the German Society of Rockford so they can sponsor an Oktoberfest to be held on October 4 & 5, 2019 per attached request. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton) 1 Absent (Aldermen Puckett)
RESOLUTION NO. 19-074
14. SEP/YMCA 5K Run Approved
Alderman Peterson moved to approve a Special Event Permit from Nick Maier of Northeast Family YMCA for a 5K run on October 5, 2019 from 8:00 a.m. to 12:00 noon. Second by Alderman Warden. Motion carried by voice vote.
15. Adjourn
Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:15 p.m.

APPROVED:

Robert J. Burden, City Clerk
STANDING COMMITTEE MEETINGS:

Community Development:	Following Council Meeting 6:15 p.m.
Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.
Zoning Board of Appeals:	3 rd Thursday of the Month 5:30 p.m.



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111
Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton
From: Chief Charles Lynde
Date: 08/26/2019
Subject: Police Activity Report

Police activity report for the week of 8/11/2019 through 8/17/2019

Calls for Service	585
Total Number of Arrests	242
Accidents	9

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

Department of Public Works
Street Department Weekly Activity Report

Submitted by: Shannon Messinger
Street Department Manager

Week of August 19, 2019 thru August 26, 2019

Previous week's activity:

1. Continued mowing.
2. Hot mixed and backfilled some more of the eastside concrete repairs.
3. Started next batch of concrete repairs in alpine Valley and Pebble Creek.
4. Finished ditch mowing with our tractor.
5. Set up traffic control and no parking signs for concert at Rivets Stadium.
6. Repaired a water dig on Thomas Dr.
7. Started grinding roots for sidewalk repairs.

Proposed work:

1. Continue mowing as needed.
2. Finish remaining restoration work for the eastside concrete repairs.
3. Continue Alpine Valley and Pebble Creek concrete repairs. We will be doing on the concrete work in house.
4. Finish grinding roots for sidewalk repairs.
5. Start pouring Alpine Valley Concrete repairs.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **8/7/19-8/21/19**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Continued radio read meter installation
3. Continued flushing zone 3 of the City
4. Repaired trash pump
5. Repaired service leak at 4929 Illinois St.
6. Repaired curb stop at 4844 Illinois St
7. Pot holed service at 4918 Illinois St.
8. Started emergency repairs at Filter plant #1

Work anticipated for this week:

1. Continue radio read meter installation
2. Continue flushing zone 3 of the City
3. Notify zone 2 and 4 for flushing and start flushing zones
4. Locate curb box at 2201 Winters Dr.
5. Locate curb box at 341 Sheridan Dr.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
AUGUST 26, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD AUGUST 19, 2019**
 - a. Resolution authorizing the Mayor to hire Austin Allton to fill a vacant position within the Loves Park Police Department with a start date of Tuesday August 27, 2019.
4. **ITEMS FOR CONSIDERATION**
5. **LIST OF BILLS**
6. **GENERAL DISCUSSION/PUBLIC COMMENT**
7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: August 19, 2019

CALLED TO ORDER: 5:30 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Mark Peterson, Charles Frykman, John Pruitt

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Clerk Burden, Steve Thompson, Attorney Cox, Robert Schlensker, Doug Allton, Nancy Warden, Clint Little, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: August 12, 2019

Alderman Peterson moved to approve minutes. Second by Alderman Frykman.
Motion carried. 4 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. Resolution waiving the fees related to the Special Event Permit for the German Society of Rockford to hold the Oktoberfest at the Loves Park City Hall.

Alderman Frykman moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays

2. Resolution authorizing Fehr Graham to provide engineering services for improvements to a section of Orth Road.

Alderman Peterson moved to approve. Second by Alderman Frykman.
Motion carried. 4 Ayes – 0 Nays

3. List of Bills: No questions or concerns.

4. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:44 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
August 26, 2019
5:15 P.M.
City Council Chambers**

I. Approval of Minutes

- a. Approval of Minutes from the August 5, 2019 meeting.

II. Resolutions & Ordinances

- a. Resolution awarding Campos Construction a contract to performer asphalt paving repairs.
- b. Resolution authorizing Water Department Manager to sign a Master Service Agreement with ArcDesign Resources.

III. Project Updates/Directors Report:

IV. General Discussion/Public Comment

V. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: August 5, 2019

CALLED TO ORDER: 5:15 P.M.

MEMBERS PRESENT: Ald. Pruitt, Ald. Jacobson and Ald. Schlensker

MEMBERS ABSENT: Ald. Holmes

ALSO PRESENT: Mayor Jury, Ald. Puckett, Ald. Allton, Ald. Frykman, Ald. Allton,
Ald. Warden, Ald. Peterson, Attorney Galluzzo, Shannon Messinger and
Craig McDonald

APPROVAL OF MINUTES: July 22, 2019
Ald. Jacobson moved to approve said motion. Second by Ald. Pruitt
Motion carried 3 ayes – 0 nays

MATTERS PROPOSED, DISCUSSED OR DECIDED AND RECORD OF VOTES TAKEN:

1. A Resolution was discussed awarding the 2019 Road Maintenance Program contract.
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 3 ayes – 0 nays
2. A Resolution was discussed authorizing the purchase of Energy Efficient replacement street lights for
Alpine Road, Windsor Road and Forest Hills Road as part of ComEd Energy Efficiency Program.
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 3 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:19 p.m.; seconded by Alderman Pruitt
The motion to adjourn was approved by a vote of 3 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE

CITY OF LOVES PARK

BY ALDERMAN: JOHN JACOBSON

RESOLUTION NUMBER:

DATE: August 26th, 2019

DEPARTMENT: POLICE

RESOLVED: that by the adoption of this Resolution, the Mayor is authorized to hire one police officer to fill a vacant position within the Loves Park Police Department. The individual, Austin Allton, is the next eligible candidate on the current Civil Service lateral roster. Be it further resolved that the official start date will be Tuesday, August 27, 2019. Wages and benefits are set by current Fraternal Order of Police collective bargaining agreement.

Chairman John Jacobson

Alderman Chuck Frykman

Vice-Chairman Mark Peterson

Mayor Gregory R. Jury

Alderman John Pruitt

Attest: City Clerk Robert Burden

MOTION:

SECOND:

VOTING:

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: August 26, 2019

Resolved by the adoption of this Resolution, sealed bids having been received and opened, Campos Construction Inc., 1201 12th Street, Rockford, IL 61104, is hereby awarded a contract to perform asphalt paving repairs on local road as per their low bid. The contract amount shall be based on a unit price of fifty dollars and twenty-five cents (\$50.25) per square yard. Total cost for repairs shall not exceed fifty five thousand dollars (\$55,000.00)

Funds shall be taken from Waterworks Account No. 31-51-4160 (Water Mains & Restorations) and from Account No. 01-11-8035 (Road Repairs and Infrastructure) for the expense.

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson – Vice Chairman

A. Marie Holms – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

Motion:

Second:

Voting:



Local Public Agency
Formal Contract
Proposal

PROPOSAL SUBMITTED BY		
Campos Construction, Inc.		
Contractor's Name		
1201 12th Street		
Street		P.O. Box
Rockford,	IL	61104
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Winnebago
City of Loves Park
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE NO. Various Locations
 SECTION NO. 2019Loves Park Asphalt Patches
 TYPES OF FUNDS Local

- SPECIFICATIONS (required) PLANS (required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation

Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

RETURN WITH BID

NOTICE TO BIDDERS

County Winnebago
Local Public Agency Loves Park
Section Number 2019 Asphalt Patches
Route Varies

Sealed proposals for the improvement described below will be received at the office of Loves Park City Clerk,
100 Heart Blvd. Loves Park, IL 61111 until 10:00 AM on August 20, 2019
Address Time Date

Sealed proposals will be opened and read publicly at the office of Loves Park City Clerk
100 Heart Blvd Loves Park, IL 61111 at 10:00 AM on August 20, 2019
Address Time Date

DESCRIPTION OF WORK

Name Loves Park Water Dept. & Street Dept. Asphalt Patches Length: feet (miles)
Location 35 locations
Proposed Improvement Remove and replace existing bituminous or temporary patches with bituminous patches.

- 1. Plans and proposal forms will be available in the office of Loves Park Street Dept.
810 Lawn Dr. Loves Park, IL 61111 Attn: Shannon Messinger St. Dept. Manager 815-654-5040
Address
2. Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the 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 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.

RETURN WITH BID

PROPOSAL

County Winnebago

Local Public Agency _____

Section Number _____

Route _____

1. Proposal of Campos Construction, Inc.

for the improvement of the above section by the construction of Permanent bituminous patches at various locations in the City of Loves Park.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by _____ others and approved by the Department of Transportation on _____

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 45 working days or by completion date unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Bid bond attached _____ ~~Treasurer of~~ As indicated

The amount of the check is 5% bid bond (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____

8. The successful bidder at the time of execution of the contract _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. 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. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County _____
Local Public Agency _____
Section Number _____
Route _____

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 procedures established by the appropriate revenue Act, its liability for the tax or the amount of 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 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 in 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 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 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 in 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 of 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 cancelled.

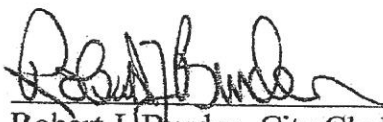
CITY OF LOVES PARK

ORDINANCE NO. 3941-14

**AN ORDINANCE ESTABLISHING RESPONSIBLE BIDDER
REQUIREMENTS FOR PUBLIC WORKS PROJECTS**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF LOVES PARK, ILLINOIS, THIS
3RD DAY OF MARCH, 2014**

**Published in Pamphlet Form by
authority of the Mayor and City Council
of the City of Loves Park, Illinois, this
4th day of March, 2014.**



Robert J. Burden, City Clerk

ORDINANCE NO. 3941-14

AN ORDINANCE ESTABLISHING RESPONSIBLE BIDDER REQUIREMENTS FOR
PUBLIC WORKS PROJECTS

WHEREAS, pursuant to 65 ILCS 5/1-2-1, the City of Loves Park, Illinois ("City") is authorized and empowered to adopt and enforce the provisions of this Ordinance; and

WHEREAS, the City expends substantial funds for the construction of public works, a portion of that money being derived from taxes paid by residents; and

WHEREAS, the City seeks to preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded contracts on public works construction projects; and

WHEREAS, the City, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily insured by awarding a construction contract solely on the basis of the low bid; and

WHEREAS, the City desires to set forth specific criteria to assist in identifying the lowest "responsible bidder" on those public works projects which the City is required to award to the lowest responsible bidder by law, by instituting more comprehensive qualifications and submission requirements which are in compliance with Illinois law; and

WHEREAS, this Ordinance will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY
COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

1. Recitals. The above recitals are incorporated by reference herein and made a part hereof.
2. Public Works. For purposes of this Ordinance, the term "public works" shall have the meaning given to it by Illinois case law and or Illinois statute, as may be promulgated or amended from time to time. Expressly excluded from the term "public works" are landscaping, mowing and snowplowing services.
3. Responsible Bidder – Contracts over \$35,000. In determining whether a bidder is a "responsible bidder" for the award of a public works contract, the cost of which is over \$35,000, the bidder must submit the following information and supporting documentation verified under oath on a form designated by the City, in order for the bid to be accepted:
 - A. Documents evidencing compliance with all applicable laws and ordinances pre-requisite to doing business in Illinois;

- B. A valid federal employer tax identification number or, if an individual, a valid social security number;
- C. Documents evidencing current registration with the Illinois Department of Revenue if bidder has employees (e.g. document with account number, Illinois Business Tax number);
- D. Documents evidencing current registration with the Illinois Department of Employment Security if bidder has employees (e.g. document with UI account number);

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.

- E. A statement that all employees are (i) covered under a current workers' compensation insurance policy and (ii) properly classified under such policy.

If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" of the contractor's workers' compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code;

- F. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein, for the past five (5) years.

Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act (or federal Davis-Bacon and related Acts), has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act (or federal Davis-Bacon and related Acts) and related requirements.

- G. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a Responsible Bidder for two (2) years from the date of the latest finding;
- H. A statement of compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions);
- I. A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.);

- J. A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances;
- K. Disclosure of any federal, state or local claim for unpaid compensation (wages and/or fringe benefits) for contractor's employees filed against the bidder in the last five years, where such claim totals \$100,000 or more;
- L. Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company;
- M. Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project;
- N. Documents evidencing contractors safety and health activities and programs, including:
- (i) a written safety policy statement signed by a company representative;
 - (ii) completed copies of OSHA Form 300A Summary of Work-Related Injuries and Illnesses for the past three (3) years (if applicable); and
 - (iii) The current year-to-date OSHA Form 300 Log of Work-Related Injuries and Illnesses (if applicable).
- O. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the City. Each contractor shall submit all subcontractor information and supporting documentation to the City prior to the subcontractor commencing work on the project.

Any material changes to the contractor's status, at any time, must be reported in writing to the City within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

4. Additional Criteria Available. The City may require other information which it deems necessary for a specific public works project.
5. Incomplete Submission by Bidders and Subcontractors. It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the City. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible bidder.

The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor submissions to the City prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder; provided, a subcontractor may not be authorized to begin work on the public works project until the subcontractor submits the required information and the City approves such information.
6. Multiple Low Bids. When two or more responsible bidders submit the same low bid, the contract award shall be determined by drawing lots at a public meeting of the City Council.
7. Public Records. All information submitted by a contractor or subcontractor pursuant to this Ordinance are public records and may be subject to review pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).
8. State Law. This Ordinance shall not alter the City's current obligation under state law or other City ordinances with regard to its bidding processes.
9. Materiality. The requirements of this Ordinance are a material part of the bid documents and the contract and the successful bidder shall insert this Ordinance in all subcontracts.
10. Statutory Authority. The requirements of this Ordinance shall be deemed to be in addition to any other statutory requirement which is applicable to any given public works project.
11. Severability. If any portion of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions or applications of this Ordinance which can be given effect without the invalid portions or applications and, to this end, the portions of this Ordinance are severable.
12. Other Ordinances. Any prior ordinance or portion thereof in conflict with this Ordinance is hereby revoked.
13. Effective Date. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

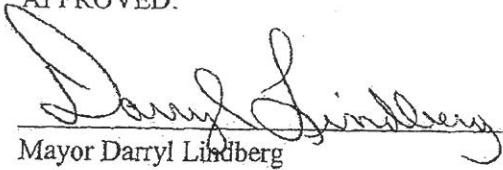
AYES: 9 Ayes (Aldermen Little, Frykman, Peterson, Holmes, Schlensker, Novak, Hobel, Jacobson, Jury) 1 Absent (Alderman Pruitt)

NAYS: 0

ABSENT: (Alderman Pruitt)

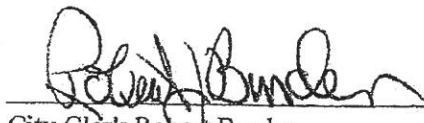
PASSED AND APPROVED the 3rd day of March, 2014.

APPROVED:



Mayor Darryl Lindberg

ATTEST:



City Clerk Robert Burden

PUBLISHED: In pamphlet form March 4, 2014 as required by Ordinance.

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)
CITY OF LOVES PARK)

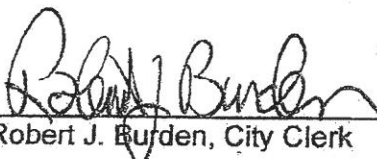
CERTIFICATE

I, **ROBERT J. BURDEN**, certify that I am the duly elected and acting Municipal Clerk of the City of Loves Park, Winnebago County, Illinois.

I further certify that on March 3, 2014, the Corporate Authorities passed Ordinance No. 3941-14, entitled "An Ordinance Establishing Responsible Bidder Requirements for Public Works Projects," and by its terms, that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 3941-14, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 4, 2014, and continuing for at least ten days thereafter. Copies of such ordinance were also available for public inspection, upon request, in the office of the municipal clerk.

Dated at Loves Park, Illinois, this March 4, 2014.



Robert J. Burden, City Clerk



CITY OF LOVES PARK

Department of Public Works

100 HEART BOULEVARD
LOVES PARK, ILLINOIS 61111
815-639-2510 • Fax: 815-654-5004

City Engineering • Street • Water

City of Loves Park Asphalt Patches

July 30, 2019

Water Dept.

401 Coronado	13ft x 8ft	104 sq. ft.	3in
210 Burrwood	28ft x 7ft	196 sq. ft.	3in
102 Sheridan	13ft x 14ft	182 sq. ft.	3in
201 Sheridan	14ft x 18ft	252 sq. ft.	3in
5701 Park Ridge	10ft x 5ft	50 sq. ft.	3in
N2nd & Merrill	15ft x 17ft	255 sq. ft.	6in
	17ft x 11ft	187 sq. ft.	6in
310 River Ln	32ft x 18ft	576 sq. ft.	3in
1017 River Ln	10ft x 10ft	100 sq. ft.	3in
5206 East	29ft x 3ft	87 sq. ft.	3in
	14ft x 6ft	84 sq. ft.	3in
236 Evelyn	13ft x 13ft	169 sq. ft.	3in
242 Evelyn	14ft x 14ft	196 sq. ft.	3in
Pearl & Bennett	11ft x 11ft	121 sq. ft.	3in
4929 Illinois	18ft x 14ft	252 sq. ft.	3in
4602 Arlington	30ft x 17ft	510 sq. ft.	3in
4704 Lexington	25ft x 6ft	150 sq. ft.	3in
4723 Lexington	16ft x 7ft	112 sq. ft.	3in
508 Sydney	14ft x 14ft	196 sq. ft.	3in
5900 Material	35ft x 5ft	175 sq. ft.	3in
922 Riverside	8ft x 16ft	128 sq. ft.	6in
946 Riverside	26ft x 8ft	208 sq. ft.	6in
1354 Riverside	12ft x 17ft	204 sq. ft.	6in
608 Theodore	18ft x 7ft	126 sq. ft.	3in
John & Renrose	24ft x 14ft	336 sq. ft.	3in

"The City with a Heart"

6140 Browns Pkwy	19ft x 14ft	266 sq. ft.	3in
2018 Maple	14ft x 19ft	266 sq. ft.	3in
Buffalo Grove & Suffield	16ft x 19ft	304 sq. ft.	3in
5232 Schlensker	25ft x 17ft	425 sq. ft.	3in
5704 Windy Knoll	24ft x 13ft	312 sq. ft.	3inDriveway
5183 Pebble Creek	12ft x 8ft	96 sq. ft.	3inDriveway
	8ft x 2ft	16 sq. ft.	3in
5098 Tree Swallow Knotch	16ft x 13ft	208 sq. ft.	3in
Swansdown & Painted Pony	19ft x 20ft	380 sq. ft.	3in
6614 Lanterne	10ft x 12ft	120 sq. ft.	3in
	6,367 sq. ft.	708 sq. yds.	3in. thick
	982 sq. ft.	109 sq. yds.	6in. thick

Street Dept. Patches

4902 Painted Pony	52ft x 6ft	312 sq. ft.	3in
4948 Painted Pony	30ft x 6ft	180 sq. ft.	3in
12249 Ayershire	64ft x 7ft	448 sq. ft.	3in
	940 sq. ft.	105 sq. yds.	3in. thick

TOTAL FOR BOTH DEPARTMENTS

	7,307 sq. ft.	813 sq. yds.	3in thick
	982 sq. ft.	109 sq. yds.	6in thick

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted _____, 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 Supplementa Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of 2019 Loves Park Water & Street Patches, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

This project consists of removing existing Bituminous & temporary Bituminous patches at 35 locations throughout the City of Loves Park and placing a permanent Bituminous surface. The work will consist of saw cutting the edges and removing existing Bituminous material, shaping the existing stone and adding stone if necessary, compacting the stone and placing 3" or 6" of Bituminous Surface Plant Mix, Class B, in at least two lift.

All saw cutting shall be incidental to the contract.

BITUMINOUS SURFACE PLANT MIX, CLASS B, 3" TO 6" COMPLETE

This work shall be done in accordance with section 405 of the Standard Specifications. Included in this shall be saw cutting of the edges, removing temporary patching material, shaping and adding to, if necessary, the existing stone base, compacting the stone base and placing Bituminous mixture. The item shall be paid for at contract unit price per square yard of Bituminous Surface Plant Mix, Class B, 3" to 6" complete.

TRAFFIC CONTROL. Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois MUTCD for streets and Highways and special provisions and highway standards contained herein and the Standard Specifications for Traffic Control Items.

BASIS OF PAYMENT: All traffic control required shall be considered incidental to the contract and will not be paid for separately.



Campos Construction, Inc.
 1201 12th Street
 Rockford, Illinois 61104
 (815) 394-1414 - Fax (815) 394-1484

To: City of Loves Park
 From: Campos Construction, Inc.
 Date: 08/20/2019
 Re: City of Loves Park
 2019 Asphalt Patches

PROPOSAL

Description		Qty	Unit	Unit Price	Price
	WATER DEPARTMENT				
Asphalt Patches, 3" Thick		708.00	SY	50.25	35,577.00
Asphalt Patches, 6" Thick		109.00	SY	50.25	5,477.25
	STREET DEPARTMENT				
Asphalt Patches, 3" Thick		105.00	SY	50.25	<u>5,276.25</u>
				Total Bid:	\$46,330.50



SCHEDULE OF PRICES

County _____
 Local Public Agency _____
 Section _____
 Route _____

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total

The work and materials involved in the construction of the bituminous surface plant mix shall conform to Section 405 of Standard Specifications for Road and Bridge Construction with the following exceptions and inclusions:

Materials. Article 405.02: Change Article 1004.03(a) read:

Discription The coarse aggregates shall be crushed gravel, crushed stone, crushed concrete, crushed slag or chats. If these aggregates are used, at least 20% by weight of the minus 2.36 mm (No.8) sieve shall be natural sand. Gravel may be used in lieu of above if at least 40% by weight of the plus 4.75mm (No.4) sieve is made up of at least one mechanically crushed face.

RAP in conformance with Article 1004.07 may be utilized up to 15% with permission of engineer.

Article 1004.03(c): Delete Gradation CA 6 or CA 10 and add the following gradation:

Passing 12.7mm	(1/2")	Sieve -	100%
Passing 9.5mm	(3/8")	Sieve -	85 - 100%
Passing 4.8mm	(No.4)	Sieve -	54 - 66%
Passing 2.4mm	(No.8)	Sieve -	33 - 45%
Passing 1.2mm	(No.18)	Sieve -	24 - 34%
Passing 600mm	(No.30)	Sieve -	14 - 22%
Passing 2.4mm	(No.200)	Sieve -	2 - 5%

Preparation of Bituminous Mixture. Article 405.08: Change the last sentence of the third paragraph to read: The bituminous mixture shall conform to the following composition limits by weight:

RAP (Optional) -----	0 to 15%
Aggregate -----	93.0 to 95.5%
Bituminous Materials shall be AC-5, AC-10, PG 58-22, PG 58-28* -----	4.5% to 7.0%

Either of the following properties:

50 Blow Marshall Properties

Voids-----	2 to 4%
Marshall Stability-----	1,500 (mm)

Superpave Properties

Voids @ N50-----	2 to 4%
------------------	---------

Transportation: Shall be in accordance with 406.14.

Spreading. Article 405.11: Change the third sentence of the second paragraph to read. Where the specified thickness of the finished compacted surface is greater than 38mm (1½ inches), the bituminous mixture shall be spread and compacted in 2 or more layers.

Placing: Shall be in accordance with 406.15.

Compaction: Shall be in accordance with 406.16 with the exception of Paragraph (b) Density. Density shall be to the satisfaction of the Engineer, however a minimum of 3 rollers in accordance with Table 1 will be requires when the paver speed exceeds 35 ft. per minute.

* PG asphalt cement shall be on the current IDOT certified source list.

CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	<input type="checkbox"/> Reserved.....	290
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07).....	291
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10).....	292
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07).....	293
LRS 5	<input checked="" type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07).....	294
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	295
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	301
LRS 8	<input type="checkbox"/> Reserved.....	307
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11).....	308
LRS 10	<input type="checkbox"/> Reserved.....	309
LRS 11	<input checked="" type="checkbox"/> Employment Practices (Eff. 1-1-99).....	310
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-14).....	312
LRS 13	<input checked="" type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12).....	314
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09).....	315
LRS 15	<input checked="" type="checkbox"/> Partial Payments (Eff. 1-1-07).....	318
LRS 16	<input type="checkbox"/> Protests on Local Lettings (Eff. 1-1-07) (Rev. 1-1-13).....	319
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08).....	320
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt (Eff. 1-1-07) (Rev. 1-1-13).....	321

RETURN WITH BID

SIGNATURES

County _____
Local Public Agency _____
Section Number _____
Route _____

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners

} _____

(If a corporation)

Corporate Name Campos Construction, Inc.

Signed By *Brian R. Campos* President

Business Address 1201 12th Street
Rockford, IL 61104

Inset Names of Officers

} President Brian R. Campos

Secretary Linda L. Campos

Treasurer Linda L. Campos

Attest:

Linda L. Campos
Linda L. Campos Secretary



Route 2019 Loves Park Asphalt Patches - Various Locations
County Winnebago
Local Agency City of Loves Park
Section

RETURN WITH BID

PAPER BID BOND
WE Campos Construction, Inc., 1201 12th Street, Rockford, IL 61104 as PRINCIPAL,
and Old Republic Surety Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") 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 LA 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 LA 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 LA 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 LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA 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 19th day of August, 2019

Principal

Campos Construction, Inc.
(Company Name)
By: Linda L. Campos Sec/Treas
(Company Name)
(Linda L. Campos Signature and Title)

(Company Name)
By:
(Signature and Title)

(if PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Old Republic Surety Company
(Name of Surety)

By: Julie A. Tresemer
(Notary Public - in Fact)

STATE OF ILLINOIS,
COUNTY OF Winnebago

I Asta V. Kurzinski, a Notary Public in and for said county, do hereby certify that Linda L. Campos and Julie A. Tresemer

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of August 2019

My commission expires 10/10/2021

(Signature of Notary)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA 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 LA 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 Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: David L. Townsend, Judith L. Zier, Julie Tresemer, Asta V. Kurzinski, Joseph J. Clinton III, Victoria Mercer of Rockford, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWENTY MILLION (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of October, 2018.

OLD REPUBLIC SURETY COMPANY



Jane E. Cherney
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of October, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0914

Signed and sealed at the City of Brookfield, WI this 19th day of August, 2019.

Jane E. Cherney
Assistant Secretary

City of Loves Park
2019 Loves Park Asphalt Patches
Local Roads

A. Contractor is incorporated in the State of Illinois. Contractor is prequalified with IDOT and meets all requirements.

B. Federal Employer Tax Identification Number:

36-3291181

C. Illinois Department of Revenue

D. Illinois Department of Employment Security. None.

E. Workmen' Compensation coverage. All employees are covered and properly classified.
See attached

F. A Statement of compliance with Illinois Prevailing Wage Act.

G. Not applicable

H. Contractor complies with all provisions of EEO to the best of its knowledge and belief.

I. Contractor complies with substance abuse requirements. Said documents are in the office of the bidder/Contractor and can be provided on request.

J. Contractor states that all its employees are properly classified. Contractor is a union contractor.

K. Not applicable

L. Documents evidencing any professional or trade license required . . .

NOT APPLICABLE

M. Evidence of participation in apprenticeship and training program

See attached

Note: Bidder is a union contractor and as such has all necessary apprenticeship programs

N. Documents evidencing contractor's safety and health activities . . .

(i) See attached

(ii) Not applicable

(iii) Not applicable

O. Disclosure of the name and address of each subcontractor from who the contractor has accepted a bid

Not applicable

Contractor will self perform

City of Loves Park
2019 Loves Park Asphalt Patches

F. Contractor hereby states that it complies with the Illinois Prevailing Wage Act and all rules and regulations. That Contractor has done so in the past as required. Contractor has reviewed the Prevailing Wage Act and Davis-Bacon etc. and pays prevailing wage rates.

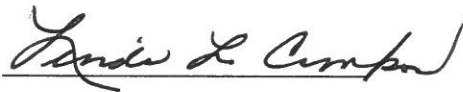
City of Loves Park
2019 Loves Park Asphalt Patches

SAFETY POLICY

Per the requirements of the bid

Contractor hereby states that it has a written safety policy and conducts regular safety education. That employees are provided with education through union membership and through the employer, such as Red Cross training.

CAMPOS CONSTRUCTION, INC.

By: 



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	53365647
Entity Name	CAMPOS CONSTRUCTION, INC.
Status	ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Thursday, 16 February 1984

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

LINDA L CAMPOS

Address

1201 12TH ST
ROCKFORD , IL 61104

Change Date

Tuesday, 11 February 1992

Annual Report

Filing Date

Wednesday, 23 January 2019

For Year

2019

Officers

President

Name & Address

BRIAN R CAMPOS 2513 WHITEHALLCIRCLE ROCKFORD 61107

Secretary

Name & Address

LINDA L CAMPOS 4804 FOREST GROVE ST LOVES PARK 61111

[Return to Search](#)[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

• PLEASE TEAR ALONG DOTTED LINE & MAIL WITH YOUR UI-3/40 AND CHECK •

Payment Coupon

ACCOUNT NUMBER	CK	QTR/YR	PAYMENT TYPE	D.C. NUMBER	CK
0742452	8		U3-2433	0642223190	8

SHOW AMOUNT OF
YOUR CHECK HERE

CAMPOS CONSTRUCTION INC
1201 12TH ST
ROCKFORD, IL 61104-5027

MAIL YOUR UI-3/40 (IF APPLICABLE), CHECK AND THE
PAYMENT COUPON IN THE ENVELOPE PROVIDED TO:

IDES
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
P.O. BOX 19299
SPRINGFIELD, IL 62794-9299

SEE TOP OF REVERSE PAGE FOR IMPORTANT INSTRUCTIONS

UI-3/40 Rev. 6/2014

0742452 22014 2433 0642223190 8

You must sign up to use this process and submit a form to your bank before the transfer can occur. •

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

**N. J P Cement Masons & Plasterers NATC Local #11
Rockford, Illinois**

For the Trades - Cement Mason and Plasterer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

July 26, 1989

Date Revised June 17, 2004

220048900005

Register on D.C.



W. J. Chao

Secretary of Labor

Anthony Surogo

Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration
Heavy Equipment Technician (Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Repairer (Heavy)
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date May 5, 2002

Registration No. 11012020003



ROD. Chao
Secretary of Labor

Anthony Suvaga
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor



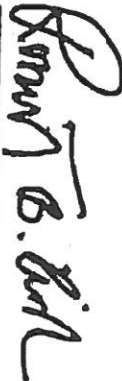
Bureau of Apprenticeship and Training Certificate of Registration


ILLINOIS LABORERS' AND CONTRACTOR'S TRAINING TRUST FUND
MOUNT STERLING, ILLINOIS

FOR THE TRADE OF CONSTRUCTION CRAFT LABORER
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor


Date FEBRUARY 3, 1997

Registration No. IIA001 - 0012


Secretary of Labor


Director Bureau of Apprenticeship and Training

Confirmation Number: 1-433-035-872

Date Submitted: 07/18/2019

Date Printed: 07/18/2019



Illinois Department of Revenue

Form IL-941

2019 Illinois Withholding Income Tax Return

Legal Name: CAMPOS CONSTRUCTIO

DBA Name:

Account ID: 36-3291181-000

Filing Period: 4/1/2019 - 6/30/2019

Due Date: 07/31/2019



Campos
CONSTRUCTION INC.

CAMPOS CONSTRUCTION, INC.'S
SAFETY & HEALTH PROGRAM

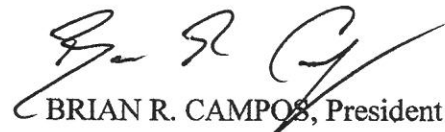
We recognize management's responsibility in providing the safest conditions for all employees. The efficiency of any construction operation can be measured directly by its ability to prevent unnecessary loss. Accidents resulting in personal injury and damage to property and equipment must be prevented.

It is CAMPOS CONSTRUCTION, INC.'S objective to take all practical steps to safeguard employees from accidents and to maintain at all times an effective safety environment.

There are safety rules that we have written for most job operations. We urge you to learn and follow them.

To maintain 100% safety we must have cooperation of all employees. Safety and health in our business must be a part of every operation. The safety and health of our employees continues to be the first consideration in the operation of CAMPOS CONSTRUCTION, INC.

CAMPOS CONSTRUCTION, INC.

A handwritten signature in black ink, appearing to read "Brian R. Campos", is written over the printed name.
BRIAN R. CAMPOS, President

10/22/14 (Rev)

CAMPOS CONSTRUCTION, INC.
OSHA 1926 CONSTRUCTION MANUAL

Table of Contents

How To Use This Manual

 Introduction to the Code of Federal Regulations

Inspections & Citations

Hazard Communication

Medical & First Aid

Hazardous Waste Operations and Emergency Response (HAZWOPER)

Personal Protective Equipment (PPE)

Confined Space Entry

Excavations

Cranes, Derricks, Industrial Trucks

Fire Protection

Fall Protection

Lead Exposure

Asbestos

Welding

Stairways & Ladders

Scaffolding

Lockout/Tagout

Steel Erection

Underground Construction (Tunneling)

Electrical Standards

Injury and Illness Recordkeeping

Postings

Training

Audit Checklists

CAMPOS CONSTRUCTION, INC.
OSHA 1926 CONSTRUCTION MANUAL

Site Accident Prevention

Agency and Association Addresses/Phone Numbers

Reference

The ABCs of OSHA Reference
Consultation Services for the Employer
Employer's Pocket Guide on Youth Employment
OSHA's Special Emphasis Programs
OSHA's Semi-Annual Agenda of Regulations
Related Regulations for Construction

Environmental Issues

Construction and the Environment—Things You Need to Know
Asbestos (EPA)
Lead (EPA)
Stormwater (EPA)
Wetlands (EPA)
Community Right-to-Know (EPA)
Hazardous Waste (EPA)
Mold (OSHA)



Campos
CONSTRUCTION INC.

STATEMENT OF COMPLIANCE
Safety Training

Campos Construction, Inc., by Linda L. Campos, Secretary Treasurer, states that Campos Construction has a safety manual in notebook form in its library, that Campos conducts weekly tool box safety meetings, and that Campos offers to its employees safety and other training in classroom form on as needed basis, accessing those opportunities from numerous sources, including the Northern Illinois Building Contractors Association. That the aforementioned manual can be viewed at the office of Campos Construction, Inc., if desired, during any normal office hours or by appointment.

CAMPOS CONSTRUCTION, INC.

By: *Linda L. Campos*
Linda L. Campos



Campos
CONSTRUCTION INC.

ALCOHOL AND DRUG TESTING POLICY
CAMPOS CONSTRUCTION, INC.

I. Drug Free Workplace

It is Company policy not to employ persons who use illegal drugs or abuse alcohol. The Company reserves the right to require an employee to submit to testing for alcohol and/or illegal drugs as a continuing condition of employment with the Company.

This policy is in response to and in compliance with the drug-free workplace laws, and Company is committed to prevent and prohibit the use and abuse of controlled substances on the premises or worksites of Company.

In an effort to maintain a work environment free from the disruptive and destructive effects which use of controlled substances may engender, the following statement shall be considered a Company policy applicable to all employees:

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited upon any property owned, operated or controlled by Company and this includes any work site upon which Company is working. Violators will be subject to disciplinary action.

A copy of this policy statement is on file in the company office.

2010 Campos Construction, Inc.
1201 12th Street
Rockford, Illinois 61104
An equal opportunity/affirmative action company



The Cincinnati Casualty Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY INFORMATION PAGE**

Policy No.	Policy Period	Previous Policy No.	Billing Method
	From To		
EWC 024 05 01-05	04-02-2019 04-02-2020	EWC0240501-04	DIRECT BILL

Agency	Carrier	Risk ID No.	Entity
12-194	22241	127124817	CORPORATION

Agent

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
P.O. BOX 5466
ROCKFORD, IL 61125-0466

1. Named Insured and Address
CAMPOS CONSTRUCTION INC
1201 12TH ST
ROCKFORD, IL 61104

2. The Policy Period is from 04-02-2019 to 04-02-2020 12:01 am. The Standard Time at the insured's Mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: IL
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
- | | | |
|---------------------------|---------------------|---------------|
| Bodily Injury by Accident | \$ <u>1,000,000</u> | each accident |
| Bodily Injury by Disease | \$ <u>1,000,000</u> | each employee |
| Bodily Injury by Disease | \$ <u>1,000,000</u> | policy limit |
- C. Other States Insurance: Part THREE of the policy applies to all states except North Dakota, Ohio, Washington, Wyoming, and States Designated in Item 3A of the information page and Alaska
- D. This policy includes these endorsements and schedules:
REFER TO ENDORSEMENT SCHEDULE
4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

03-07-2019 12:32

Includes copyright material of the National Council on Compensation Insurance, used with its permission.
Copyright 1987 National Council on Compensation Insurance.

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: August 26, 2019

RESOLVED, by the adoption of this Resolution, The Water Department Manager is authorized to enter into a Master Service Agreement for professional services with Arc Design Resources Inc. 5291 Zenith Parkway, Loves Park Il. 61111, with an amount not to exceed two hundred thousand Dollars (\$200,000) annually for infrastructure improvement projects.

Funds shall be drawn from Account No. 31-58-4860 (Engineering)

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson – Vice Chairman

A. Marie Holmes – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

Motion:

Second:

Voting:

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (MSA) for professional design services is effective this 16th day of July the year 2019, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and the City of Loves Park Water Department, hereinafter referred to as the CLIENT for watermain repair work.

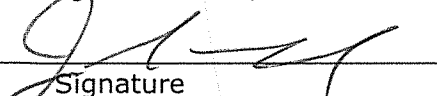
Purpose and Scope: The purpose of this agreement is to establish a framework within which Loves Park Water Department may execute Work Orders to procure survey, engineering and construction management services related to the repair or maintenance of the city's water distribution system. Services are anticipated to variously include surveying, review of state and local regulatory requirements, civil engineering, and construction management or construction staking, opinions of probable cost, and bidding assistance necessary to complete a specific scope of work as requested by the CLIENT. This agreement is not a commitment by the CLIENT to ENGINEER to request services. ENGINEER shall not be obligated to perform any prospective Work Order unless and until CLIENT and ENGINEER agree as to the particular scope of a specific Work Order, including scope of Engineer Services, time for performance, Engineer's compensation, and other appropriate matters.

Work Orders: Each request for Services shall be documented in a Work Order consistent with the format of Exhibit A of this Agreement. When Services are requested by CLIENT, ENGINEER shall present a new, signed, Work Order to CLIENT for review. If CLIENT agrees to the provided Work Order, confirmation will be provided via email to ENGINEER authorizing the work to proceed. Engineer shall provide the signed Work Order to CLIENT in .pdf format. ENGINEER shall not commence performance of series prior to the receipt of the email from the CLIENT confirming the acceptance of the Work Order. Each Work Order shall state that services are to be provided in relation to a specific location or project hereinafter the 'Project'. Each duly executed Work Order shall be subject to the terms and conditions of this agreement. Maximum Contract Amount for each project shall be \$200,000 in fees. Any project design costs that would exceed this amount shall be subject to an individual proposal and contract to be approved by City Council.

Invoicing: ENGINEER will work on a time and material basis under his standard hourly rate structure. In consideration for the master service contract, a voluntary 5% discount on fees will be documented on each monthly invoice and shown as a client discount.

This Master Services Agreement, the attached General Conditions, and the Exhibit A represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Services, the General Conditions and the Exhibit A are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

Arc Design Resources, Inc.

By 
Signature

Jeffrey S. Linkenheld, P.E.
Typed Name

Partner
Title

City of Loves Park Water Department
5440 Walker Ave.
Loves Park, IL 61111

Signature

Typed (or printed) name / Title

General Conditions Master Services Agreement

Date July 16, 2019
Client City of Loves Park
Project Watermain Repair Work

General Conditions

Responsibilities of Client, Engineer and Contractor

Client's Responsibilities: Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the site of any differing site condition; or
3. any relevant, material defect or nonconformance in:
 - (a) Engineer's services,
 - (b) the construction work,
 - (c) the performance of any construction contractor, or
 - (d) Client's performance of its responsibilities under this Agreement.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Engineer's Responsibilities: Engineer shall be responsible for the scope of services defined in the accompanying Proposal and further defined in this Agreement for Services. Construction Phase Services, if included in the scope of services, are defined in this Agreement.

Reference Conditions: Engineer is Arc Design Resources, Inc. and will hereinafter be referenced as Arc and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: Arc shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to Arc and signed by Arc and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement. Change orders must be signed by both parties within seven days of the date of the change order to avoid suspension of services.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at Arc's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Arc may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend the performance of the services after giving seven days written notice to Client. Retainers shall be credited on the final invoice. Arc agrees to provide the Client a 5% discount on all invoices.

Late Payments: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms outlined in *Billings/Payments* above. Accounts unpaid 30 days after the invoice date may be subject to monthly service charge of 1.50% on the then unpaid balance (18% true annual rate) at the sole election of Arc. In the event any portion

or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Dispute Resolution: Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance with Law: Arc and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful orders, rules, and regulations of any constituted authority. With respect to design codes, Arc shall perform its services in accordance with the Standard of Care to comply with applicable codes and requirements of any authority having jurisdiction over the Project.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by Arc pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this Project, or on any other project. Any reuse without specific written verification or adaptation by Arc will be at Client's sole risk and without liability of Arc, and Client shall indemnify and hold harmless Arc from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification and adaptation will entitle Arc to further compensation at rates to be agreed upon by Client and Arc.

Standard of Care: Services performed by Arc under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Hazardous or Geotechnical Conditions: The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials) or Geotechnical Conditions. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contracts to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations

Professional Liability:

To the fullest extent permitted by law, the total liability, in the aggregate, of Arc, Arc's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

Opinions of Cost: Since Arc has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but Arc cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

Indemnification: The Client shall indemnify and hold harmless Arc and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client (except Arc). Arc shall indemnify and hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the Arc or anyone directly or indirectly employed by Arc (Except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and Arc then the responsibility shall lie between the Client and Arc in proportion to their contribution of negligence. In no case shall Arc's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached proposal letter until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement for cause, due to the material default of the other party, at any time by giving seven (7) working days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse Arc for services rendered and costs incurred by Arc prior to the effective date of termination. The indemnification of Arc by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: Arc makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor or such warranties to be implied with respect to the data or service furnished. Arc assumes no responsibility with respect to Client's use of the Project.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by Arc to subpoenas issued by any party other than Arc in conjunction with services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Arc's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Arc, they shall be based upon the hourly fee schedule annually adopted by Arc, as more fully set forth in Exhibit B attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Exhibit B, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Professional Services with Construction Phase Services

Shop Drawing Review: Client agrees that (1) Arc shall review the contractor's submissions, such as shop drawings, solely for their conformance to information given and the design concept expressed in the documents that Arc issues for construction ("the construction documents"); (2) Arc shall not be responsible for any aspects of a submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, or safety precautions and programs incidental thereto, all of which are the contractor's responsibility; (3) the contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades; and (4) the contractor shall be required to review and approve shop drawings and other submittals consistent with this paragraph before submitting them to Arc.

Construction Observation: Services performed by Arc at the construction site will be limited to observation of the contractor's work at reasonable intervals to be agreed with the Client and providing assistance in interpreting the construction documents. On the basis of the on-site observations, Arc shall keep the Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to the Client (1) known deviations from the construction documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Arc shall not have control over, or responsibility for, the acts or omissions of the contractor(s) and is not a guarantor of a contractor's performance. Arc will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which are the contractor's responsibilities under the construction contract.

Authority and Responsibility: Arc shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act, nor shall Arc be responsible for any change to the construction documents made without Arc's written consent. Client warrants that it will make the Contractor aware of its responsibilities as agreed herein and shall write these responsibilities into the contract for construction.

Defective Work:

Arc shall not have authority to reject work but shall advise Client of work observed that Arc believes, in its professional opinion, to be nonconforming to the construction documents. Arc will provide recommendations to Client regarding whether the contractor should correct such nonconforming work or remove and replace it, or whether Client should consider accepting such work for an appropriate credit, if so provided in the contract for construction.

Professional Services without Construction Phase Services

Client has declined to retain Engineer for Construction Phase Services. Engineer shall not perform shop drawing review, or have any other obligations during the construction of the Project. Client assumes all responsibility for the application and interpretation of the construction documents, review and responses to contractor claims, construction contract administration, processing of contractor change orders and revisions to the construction documents during construction, unless such revisions are due to negligent errors and omissions in the construction documents. Arc shall not be responsible for any revision to the construction documents made without its consent. The Client further assumes all responsibility for construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering and professional services. Client waives all claims against the engineer that may be connected in any way to construction phase services.

Exhibit A Work Order

Date: _____, 2019

This Work Order, when submitted and confirmed by the City of Loves Park Water Department authorizes the Engineer to provide professional services as described below. Services are to be performed with the Master Service Agreement between Client and Engineer dated July 16, 2019.

Project Location/ Address: _____

Description of work requested for this work order: _____ Topographic survey
_____ Right of way survey
_____ Design, code review,
construction documents
_____ Bidding assistance,
construction management

Engineering Project Number: _____

Engineering Project Manager: _____

Special conditions or
Instructions: _____

Fee Arrangement: Compensation and procedure for invoicing and payment in accordance with Master Service Agreement with the City of Loves Park Water Department. Work to proceed under a time and material basis, completed as soon as possible.

Exhibit B

**Arc Design Resources Inc.
Hourly Charge Rates
Issued January 1, 2019**

Classification	Current Average Hourly Billing Rates
Engineering Technician	\$75.00
Sr. Engineering Technician	\$95.00
Project Engineer	\$90.00
Sr. Project Engineer	\$105.00
Survey Technician	\$85.00
Sr. Survey Technician	\$105.00
Survey Field Technician	\$70.00
Sr. Survey Field Technician	\$85.00
Construction Manager	\$95.00
Assistant Project Manager	\$120.00
Professional Land Surveyor	\$140.00
Landscape Architect	\$105.00
Project Manager	\$140.00
Sr. Project Manager	\$175.00
Accounting Manager	\$105.00

Note: The above rates are valid until December 31, 2019.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “R-1” LIQUOR LICENSE TO KPE OIL, INC d/b/a “DA CATCH” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “R-1” liquor license authorizes the retail sale on premises specified, of alcoholic liquor for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, a Class “R-1” liquor license further authorizes the retail sale of packaged alcoholic liquor, provided that said retail sales of such liquor shall not exceed ten percent (10%) of the total sales of all alcoholic beverages; and

WHEREAS, the City now desires to approve the issuance of a Class “R-1” liquor license to KPE Oil, INC., doing business as “Da Catch” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within the approved restaurant dining area of the building located at 1824 East Riverside Boulevard, Loves Park, Illinois, 61111; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “R-1” liquor license to the Licensee for use at the premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinances are hereby repealed.
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.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “R-1” LIQUOR LICENSE TO AJUN, LLC d/b/a “KBQ” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “R-1” liquor license authorizes the retail sale on premises specified, of alcoholic liquor for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, a Class “R-1” liquor license further authorizes the retail sale of packaged alcoholic liquor, provided that said retail sales of such liquor shall not exceed ten percent (10%) of the total sales of all alcoholic beverages; and

WHEREAS, the City now desires to approve the issuance of a Class “R-1” liquor license to AJUN, LLC., doing business as “KBQ” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within the approved location of the building located at 6332 East Riverside Boulevard, Loves Park, Illinois, 61111; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “R-1” liquor license to the Licensee for use at the premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinances are hereby repealed.
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.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “R-1” LIQUOR LICENSE TO DHANYA ENTERPRISES, INC d/b/a “RANI’S KITCHEN” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “R-1” liquor license authorizes the retail sale on premises specified, of alcoholic liquor for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, a Class “R-1” liquor license further authorizes the retail sale of packaged alcoholic liquor, provided that said retail sales of such liquor shall not exceed ten percent (10%) of the total sales of all alcoholic beverages; and

WHEREAS, the City now desires to approve the issuance of a Class “R-1” liquor license to DHANYA ENTERPRISES, INC., doing business as “RANI’S KITCHEN” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within the approved location of the building located at 5710 North Second Street, Loves Park, Illinois, 61111; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “R-1” liquor license to the Licensee for use at the premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinances are hereby repealed.
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.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: