RESOLUTION 2019-029  

PASSED: JANUARY 28, 2019

AUTHORIZING THE CITY MANAGER TO SIGN LOAN APPLICATION FORMS AND SUPPORTING DOCUMENTS ON BEHALF OF THE CITY TO APPLY FOR FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM THROUGH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY IN AN AMOUNT NOT TO EXCEED $1,700,000.

WHEREAS, the City of DeKalb, DeKalb County, Illinois ("the City") is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1. et seq.; and

WHEREAS, the City of DeKalb operates its public water supply system ("the System"); and

WHEREAS, the Mayor and City Council have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the projects outlined in the Water System Capital Improvement Plan ("the Plan") together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation of the Plan, all in accordance with the plans and specifications prepared by the consulting engineers of the City, which the Project has a useful life of 75 years. The Plan generally consists of replacement of approximately 4,500 lineal feet of water main on Joanne Lane, Ilehamwood Drive and Golfview Place; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is $1,700,000; and

WHEREAS, the Illinois Environmental Protection Agency (IEPA) offer low interest loans through the Public Water Supply Loan Program (PWSLP) to help communities fund water infrastructure projects; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan, anticipated to be 1.82% for current fiscal year; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate

WHEREAS, the Public Water Supply Loan Program requires a representative of be approved by Council to sign loan application forms and supporting documents on behalf of the City;
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: That Bill Nicklas, City Manager, act as the City's representative to sign loan application forms and supporting documents to borrow funds from the Public Water Supply Loan Program through the Illinois Environmental Agency. Such services shall be provided in accordance with the form attached hereto and subject to such changes as shall be acceptable to the Mayor with the recommendation of City staff. City Council approval of any final loan agreements shall be required prior to incurring any debt.

SECTION 2: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 28th day of January 2019 and approved by me as Mayor on the same day. Passed by 7-0-1 roll call vote. Aye: Jacobson, Finucane, Stupegia, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Fagan.

ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
MAY 14 2019

Mr. Jerry Smith, Mayor
City of DeKalb
200 South Fourth St.
DeKalb, IL 60115-3733

Re: DeKalb
L175473

Dear Mayor Smith:

We have reviewed request number 1 for a disbursement of your loan. A disbursement of $198,010.80 is being processed, bringing total loan disbursements to $198,010.80. The remaining balance of your loan is $703,464.20.

Additional detail about this disbursement and the status of your loan can be found on the Payment Request Detail report enclosed with this letter.

The State of Illinois fiscal year ends June 30th. For all warrants to be issued by then, we will not be able to process disbursement requests after June 10th. In the past, we have resumed processing disbursements the last week of July.

If you have any questions, please contact me at 217/782-2027.

Sincerely,

[Signature]

Julie Sapetti
Infrastructure Financial Assistance Section
Bureau of Water

Attachment

cc: Clerk, DeKalb
**Illinois DWSRF - Payment Request Detail**

547300 - DeKalb  
Watermain Upgrades Phase 2

**Funding Source** DWSRF

| Pay Request: | 1 of 1 |
| Request Number: | 1 |
| Date Received: | 5/9/2019 |
| Date Logged In: | 5/9/2019 |
| Logged in by: | Sapetti, Julie |

**Total Project Costs Incurred to Date:** 220,012.00  
**Authorized Funding:** 901,475.00  
**Add'l Cost From This Request:** 220,012.00  
**Approved Invoices:** 198,010.80  
**Balance:** 703,464.20

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<th>Cost Category</th>
<th>Line Item Description</th>
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<th>Eligible Costs Incurred to Date</th>
<th>Eligible Percent</th>
<th>Prior Eligible Costs Incurred</th>
<th>Total Amount to be Paid</th>
<th>Total to Approve IEPA Loan</th>
<th>Total Retained thru End Date</th>
<th>Net Retained on this Request</th>
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**This Request**  
- Eligible Cost to Pay: 220,012.00  
- Amount Retained: 22,001.20  
- Interest Earned: 0.00  
- Total to Pay: 198,010.80

**Cumulative**  
- Eligible Cost to Pay: 220,012.00  
- Amount Retained: 22,001.20  
- Interest Earned: 0.00  
- Total to Pay: 198,010.80

- Reviewed By By: Sapetti, Julie  
- Approved By: Perry, Ellen  
- Date Checked: 5/9/2019  
- Decision Date: 5/9/2019

- Status: Approved  
- This is the last payment

366005843  
0270-532-60-4900-0200-19  
House 70  
4/8/2019 - 4/19/2019

5/9/2019
LOAN AGREEMENT

LENDER:
Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:
City of DeKalb
200 South Fourth St.
DeKalb, IL 60115-3733

TERMS OF THE LOAN

Loan amount: $901,475.00
Annual fixed loan rate: 1.8400%
Term: 20 years
Repayments: Semi-Annual

Estimated Dates

Construction start: 05/01/2019
Construction complete: 07/30/2019
Initiation of operation: 06/30/2019
Initiation of repayment period: 06/30/2019
First repayment due: 12/30/2019
Final repayment due: 06/30/2039

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

[Signature]
Agency Signature

Acting Director
John J. Kim
Name
3/29/19
Date

This offer must be accepted on or before 05/01/2019.

Acceptance on behalf of the Borrower

[Signature]
Authorized Representative (Signature)
4-3-19

Name and Title of Authorized Representative (Type or Print)

Jerry Smith
Mayor

PAGE 1 OF 2
PROJECT DESCRIPTION

The project consists of the installation of approximately 132 linear feet of 6-inch diameter watermain, approximately 3,973 linear feet of 8-inch diameter watermain, and other related appurtenances. This work is covered by IEPA Permit Number 0453-FY2019.

PROJECT BUDGET

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<th>Description</th>
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<td><strong>TOTAL</strong></td>
<td><strong>$901,475.00</strong></td>
<td><strong>$901,475.00</strong></td>
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</table>

The loan amount is $901,475.00.

OTHER FUNDING SOURCES/COSTS EXCLUDED

None

SPECIAL CONDITIONS

None

STANDARD CONDITIONS

Please see Attachment A.
Attachment A

Loan Recipient: City of DeKalb
L175473

Loan Agreement – Standard Conditions
Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the Agency and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient’s receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support and Principal Payments.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term “interest” is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency’s assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

PAGE 1 OF 5
d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. CONSTRUCTION COMPLETION - FINAL INSPECTION

The loan recipient shall notify the Agency’s Infrastructure Financial Assistance Section’s (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor’s final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency’s IFAS Post Construction Unit. In addition, a completed “Certificate Regarding O & M” (available on the Agency website) shall be sent to the Agency’s IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.
9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient’s response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient’s fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

a) All provisions of federal, State and local law.

b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.

c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date.
The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) -- (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
b) New Restrictions on Lobbying at 40 CFR, Part 34
c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
d) False Claims Act – Prompt referral to USEPA’s Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient’s knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.
22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.
NOTICE OF AWARD

To: Performance Construction & Engineering, LLC
217 W. John Street
Plano, IL 60545

PROJECT Description: 2019 Water Main Replacement
Approximately 4,100 of water main replacement along Joanne Lane, Golfview Place and Ilehamwood Drive including water service connections, hydrants and valves.

I, the OWNER, have considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 17, 2018 and Bidder Instructions.

You are hereby notified that your BID has been accepted for items in the amount of $743,500.

You are required by the Bidder Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 25th day of February, 2019.

By [Signature]
Title [Position]

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged.

This the 29th day of April, 2019.

By [Signature]
Title [Position]
AGREEMENT

THIS AGREEMENT is dated as of the 14th day of April in the year 2019 by and between City of DeKalb (hereinafter called OWNER) and Performance Construction & Engineering, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. WORK

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

2019 Water Main Replacement

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as:

Approximately 4,100 feet of water main replacement on Joanne Lane, Golfview Place and Ilehamwood Dr. including valves, hydrants, water service connections and restoration.

ARTICLE 2. ENGINEER

2.01 The Project has been designed by Baxter & Woodman, Inc., Consulting Engineers, hereinafter called ENGINEER, who shall act as OWNER'S representative and assume the duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.01 The Work will be substantially completed on or before June 30, 2019, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before July 30, 2019, or
3.01 The Work will be substantially completed within ________ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions within ________ days after the date when the Contract Times commence to run.

3.02 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $1,000.00 Dollars ($ ) for each day that expires after the time or date specified in paragraph 3.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Dollars ($500.00) for each day that expires after the time or date specified in paragraph 3.01 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the conditions and prices stated in CONTRACTOR's Bid pursuant to the provisions of the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

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

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

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

6.02 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions, if any, and drawings of physical conditions which are identified in Section 00 31 32.13, Subsurface Drilling and Sampling Information as provided in Article 4 of the General Conditions, and accepts the determination set forth in Section 00 31 32.13, Subsurface Drilling and Sampling Information of the extent of the technical data contained in such reports and drawings, if any, upon which CONTRACTOR is entitled to rely.

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6.03 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.02 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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

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

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

ARTICLE 7. CONTRACT DOCUMENTS

7.01 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement; CONTRACTOR's Bid, Bidder Instructions, Advertisement for Bids; the General Conditions; Supplementary Conditions; Specifications and Drawings; all Addenda issued prior to receipt of Bid; CONTRACTOR'S Bid, Performance Bond Form and Payment Bond Form; Insurance Certificates; Notice of Award, Notice to Proceed, Change Orders, and all written Amendments issued after the Effective Date of this Agreement pursuant to paragraphs 3.04 of the General Conditions.

7.02 There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

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

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

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

ARTICLE 8. CONTRACT AND SUBCONTRACT PROVISIONS.

9.01 Contracts in excess of $2,000:

(1) Minimum wages.

(g) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less frequently than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Davis-Bacon Act (29 CFR part 8)) of the full amount of wages and bona fide fringe benefits for cash equivalents thereof due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 7(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1(11) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to USEPA. USEPA will transmit the report, via the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise USEPA or will notify USEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(i), (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may

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require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding: The subrecipient shall upon written request of the USEPA Audit Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federal-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the the (Agency) may, after written notice to the contractor, sponsor, applicant, owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work, and preserved for a period of three years thereafter for all laborers and mechanics working on the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof) of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the subrecipient shall provide written confirmation to IEPA indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all the information required to be maintained under 29 CFR 5.5(a)(3)(l), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour

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Division Web site at https://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subcontractor for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subcontractor.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract, and shall verify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(I) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5(a)(3)(II) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3.

(3) That each laborer or mechanic has been paid at least the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(II)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1861 of title 18 and section 251 of title 9 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(I) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment pursuant to 29 CFR 5.12.

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(4) Apprentices and trainees

(I) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services, or with a State Apprenticeship Agency recognized by the Office, if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

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corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training program approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 26.

(5) Compliance with Copeeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 26, which are incorporated by reference in this contract.

(6) Subcontracts: The contractor or subcontractor shall insert in any subcontract the clauses contained in 29 CFR §5.5(a)(1) through (3) and such other clauses as the USFRA determines may be appropriate, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontract. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR §5.5.

(7) Contract termination: Debarment. A breach of the contract clauses in 29 CFR §5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR §5.12.

(8) Compliance with Davis-Bacon and Related Acts requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 4, 3, and 5 are hereby incorporated by reference in this contract.

(9) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 2, 3, and 5. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipients, IEPA, USEPA, the US Department of Labor, or the employees or their representatives.

(10) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).

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ARTICLE 10: CONTRACT PROVISION FOR CONTRACTS IN EXCESS OF $100,000

10.01 Contract Work Hours and Safety Standards Act for contracts in excess of $100,000:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section. In the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages: The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable in account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 11. OTHER PROVISIONS

11.01 CONTRACTOR certifies that it is not barred from bidding the Work or executing this Agreement as a result of conviction for violation of 720 ILCS 5/33 et seq, prohibiting bid rigging or bid tampering.
11.02 CONTRACTOR certifies that it complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.

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

11.04 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

OWNER:

[Signature]
Name - Title

CONTRACTOR:

[Signature]
Name - Title

ATTEST:

[Signature]
Name - Title

END OF AGREEMENT
PERFORMANCE BOND FORM

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

CONTRACTOR:  
Performance Construction and Engineering, LLC  
217 W. John St.  
Plano, IL 60545

SURETY:  
Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498

OWNER:  
City of DeKalb, 200 S. Fourth Street, DeKalb, IL 60115

CONSTRUCTION CONTRACT: 2019 Water Main Replacement

Date:  
Amount: Seven hundred forty-three thousand, five hundred and 00/100---dollars ($743,500.00)  
Description: 2019 Water Main Replacement

BOND: ILC 65529

Date:  
Amount: Seven hundred forty-three thousand, five hundred and 00/100---dollars ($743,500.00)

CONTRACTOR AS PRINCIPAL:  
Company: (Corp. Seal)  
Performance Construction and Engineering, LLC

SURETY  
Company (Corp. Seal)  
Merchants Bonding Company (Mutual)

Signature:  
[Signature]

Signature:  
[Signature]  
Dione R. Young, Attorney in Fact
1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and

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

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 8 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

1. After Investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner.

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

8. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions of failure to act of the Surety under Paragraph 4; and

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

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

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

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

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

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

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereunto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY — NAME, ADDRESS AND TELEPHONE
AGENT OR ORDER:
Homes, Murphy & Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
515-222-6987

OWNER'S REPRESENTATIVE: Architect, Engineer or other party's
Baxter & Woodman, Inc.
8430 West Bryn Mawr
Chicago, IL 60631
PAYMENT BOND FORM

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

CONTRACTOR:  
Performance Construction and Engineering, LLC  
217 W. John St.  
Plano, IL 60545

SURETY:  
Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498

OWNER:  City of DeKalb, 200 S. Fourth Street, DeKalb, IL 60115

CONSTRUCTION CONTRACT:  2019 Water Main Replacement

Date:  
Amount: Seven hundred forty-three thousand, five hundred and 00/100---dollars ($743,500.00)  
Description: 2019 Water Main Replacement

BOND: ILC 65529

Date:  
Amount: Seven hundred forty-three thousand, five hundred and 00/100---dollars ($743,500.00)

CONTRACTOR AS PRINCIPAL:  
Company:  
Performance Construction and Engineering, LLC

(Signature)

SURETY:  
Company:  
Merchants Bonding Company (Mutual)

(Signature)  
Dione R. Young, Attorney-in-Fact
1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond, and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stated, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 90 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. RESERVED

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amounts of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Surety accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (ii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdictions of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitations in the terms, "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page. Including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete with the other terms thereof.

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**FOR INFORMATION ONLY --- NAME, ADDRESS AND TELEPHONE**

**AGENT OR BROKER:**

Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
515-232-6987

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

Baxter & Woodman, Inc.
8430 West Bryn Mawr
Chicago, IL 60631
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Delmerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wieberts; Dione R Young; Jay D Freermuth; Kathleen Brewer; Kevin J Knutson; Michelle R Grufa; Seth D Rooker; Shirley S Bartenhagen; Stacy Venne; Sydney Burnett; Tim McCullough; Wendy A Casey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(teas) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2016 and adopted by the Board of Directors of Merchants National Bonding, Inc. on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof as an officers' signature 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assigns, shall not relieve this surety company of any of its obligations under the bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 21st day of December, 2018

[Signature]

President

STATE OF IOWA
COUNTY OF DALLAS SS.

On this 21st day of December 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing Instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

[Signature]

Notary Public

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

1, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affirmed the seal of the Companies on this day of

[Signature]

Secretary

POA 0018 (3/17)
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policyholder must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER
HUB International Midwest Limited
1411 Opus Place, Suite 450
Downers Grove IL 60504

INSURED
PERFCON-65
Performance Construction & Engineering, LLC
217 W. John Street
Plano IL 60545

CONTAC
NAME
PHONE
630-468-5000
FAX
630-468-5000
ADDRESS
CSUConstruction@hubinternational.com

INSURER A: Affording Coverage
Westfield Companies
24112

INSURER B: Accident Fund Insurance Company of America
10185

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGE NUMBER: 2032799371

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR TYPE OF INSURANCE ADD'L SUBR (INC.) POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Y Y TRA 013455R 2/1/2019 2/1/2020 EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) $600,000 MED EXP (Any one person) $6,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS - COMMODITY AGG $2,000,000

A AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X X X TRA 013455R 2/1/2019 2/1/2020 COMBINED SINGLE LIMIT (Per occurrence) $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $

A X UMBRELLA LIABILITY CLAIMS-MADE OCCUR Y TRA 013455R 2/1/2019 2/1/2020 EACH OCCURRENCE $5,000,000 AGGREGATE $5,000,000 "FOLLOWING FORM" $ B X RETENTION $ 0

B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/OWNER/EMPLOYEE/EXCLUDED (Mandatory in N/A)

DESCRIPTION OF OPERATIONS below

TRA 013455R 2/1/2019 2/1/2020 LIMIT/Deductible SEE BELOW: $50,000/$50,000 $5,000 DED

DESCRIPTION OF OPERATIONS/Locations/VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Because of DeKalb, Baxter & Woodman, Fehr Graham, and all other agencies and representatives on-site under the direction of those entities are included as additional insureds under General Liability, on a primary and non-contributory basis, when agreed in a written contract subject to policy terms, conditions and exclusions. A waiver of subrogation applies under General Liability in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

CERTIFICATE HOLDER
City of Dekalb
200 S. Fourth Street
Dekalb IL 60015

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Person or Organization:</th>
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<tbody>
<tr>
<td>SEE WORDING BELOW</td>
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<table>
<thead>
<tr>
<th>Location And Description of Completed Operations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN ADDITIONAL INSURED.</td>
</tr>
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<tr>
<th>Additional Premium:</th>
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<td>INCL</td>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".


CG 20 37 10 01
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
NOTICE TO PROCEED

To: Performance Construction & Engineering, LLC

217 W. John Street
Plano, IL 60545

Date: April 08, 2019
Project: 2019 Water Main Replacement

You are hereby notified to commence WORK in accordance with the Agreement dated April 04, 2019 on or before April 08, 2019, and you are to complete the WORK within by July 30, 2019, consecutive calendar days thereafter.

The date of substantial completion of all WORK is therefore June 30, 2019. The date of final completion of all WORK is therefore July 30, 2019.

City of DeKalb
(Owner)

By Zac Gill
Title City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Connie Avary
This the 8th day of April, 2019.

By
Title

NOTICE TO PROCEED
00 55 00-1 IEPA-PWSLP
Illinois Environmental Protection Agency – Public Water Supply Loan Program (PWSLP) Loan
Applicant's Certification of Plans/Specifications Compliance with PWSLP Rules (Rev 09/21/18)

Loan Applicant: City of DeKalb
L17: 5473 (Phase 2, previously “2018 WM Improvements”)
Note: Title on Plans and Specs is “2019 Water Main Replacement”

Project Description:
The proposed construction consists of approximately 4,000 lineal feet of 8-inch water main pipe; fire hydrants; valves; replacement of 56 water services; surface restoration, and other miscellaneous items of work.

Section I - Loan Program Requirements
Provide page number(s) for location of the information below in the bidding documents/specifications.

1. 00 11 13-1
   Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of Ill. Workers on Public Works Act, DBE Policy per 40 CFR Part 33 as amended; and the “Use of American Iron and Steel” requirements as originally contained in Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014. [Loan Rules Section 662.350(e)(1)(D)]
   Sealed Bids are required.

2. 00 11 13-1,
   00 21 00.41-5
   Public bid opening will be held.

3. 00 11 13-1
   00 21 00.41-6
   Method of bid evaluation. In accordance with Section 662.350(d)(3).

4. 00 21 00.41-6&7
   Method of bid evaluation. In accordance with Section 662.350(d)(5).

5. 00 21 00.41-6&7
   Criteria for evaluating bidders. In accordance with Section 662.350(d)(5).

6. 00 21 00.41-9
   Bidders are allowed to modify/withdraw bids prior to opening.

7. 00 11 13-2
   00 21 00.41-7
   Award shall be made to the low, responsive, responsible bidder in accordance with Section 662.350(d)(7).

8. 00 21 00.41-2
   Non-collusion and certification statement [verbatim per Section 662.350(d)(6)]. Language is attached. See attached page 9, 1 and II.

9. 00 11 13-2, (10%) Min. 5% bid bond or cashier's check in accordance with Section 662.350(e)(7).
10. 00 72 00-21 100% performance/payment bonds.
11. 00 21 00.41-11 thru 21 Equal Opportunity Clauses (EO 11246).
12. 00 21 00.41-26 thru 29 Disadvantaged Business Enterprise (DBE) provisions per 40 CFR Part 33.
13. 00 21 00.41-26 thru 29 DBE specifications and report forms.
   A DBE guidance package is available from the Agency.

14. 00 52 00.41-11 The Non-Discrimination Clause is contained within the contract in accordance with 662.620 (a)(8). See item 7 page 22 of the attached document.
15. 00 11 13-1,
   00 21 00.41-7&8
   Davis-Bacon Wage Act wages and clauses are included in the bidding documents and specifications. Contractor(s) shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Wage Act.
   00 21 00.41-30 thru 39
   00 52 00.41-4
   00 73 00.41-20
   Change orders – Method for handling in accordance with Section 662.420(b)(2)

17. 00 21 00.41-22 Audit; access to records (verbatim per Section 662.620(a)(1), A-G).
18. 00 21 00.41-23.Audit; access to records (verbatim per Section 662.620(a)(1), A-G).
19. 00 21 00.41-24, 00 74 23.07-1 thru 4 Certification regarding debarment in accordance with Section 662.620(a)(5).
20. 00 21 00.41-24 Contracts for Subcontractors will be in accordance with Section 662.620(b).
21. 00 21 00.41-24 Contractor Bankruptcy Provisions in accordance with Section 662.620(c).
Section II – Approved Scope of Work

The PWSLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

[YES] NO (Circle One) Plans and specifications have been prepared consistent with the Project Plan approved by the Agency in a letter dated January 16, 2018. If any changes have been made in the scope of the project after Project Planning approval, please specifically identify below (include attachments with a detailed narrative detailing any changes if necessary).

Section III – Loan Eligibility

In general, extended warranties, spare parts, and allowances are not eligible to receive loan funding. If this project includes any Warranties, Spare Parts, Allowances or other possible ineligible items, provide an explanation and the page number in the bidding documents where the ineligible item is located.

1. Warranties: The Loan Program can only fund the normal industry standard warranty. Any extended, special or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.

[Does this project include the purchase of any extended warranties? YES or NO (Circle One)]

If YES, provide the page number and an explanation.

2. Spare Parts: Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.

[Does this project include the purchase of any spare parts? YES or NO (Circle One)]

If YES, provide the page number and an explanation.
3. Allowances (a fixed price to perform a specific scope of work) may be eligible at the time of the loan award provided justification for the allowance(s) is provided to the Agency along with a description of the scope of work and the basis for the establishment of the allowance amount. Allowances are not allowed for equipment purchases which must be competitively bid.

Does this project include any allowances? YES or NO (Circle One)

If YES, provide the page number for each allowance along with an explanation.

4. Site Restoration: The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.

Does this project include any restoration costs above and beyond pre-construction conditions? YES or NO (Circle One)

If YES, provide the page number and an explanation.

5. Does the project include other items that may be ineligible? Examples include costs outside the project scope, or costs considered normal operating expenses.

YES or NO (Circle One)

If YES, provide the page number and an explanation.

**METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN PWSLP PROJECTS**

1. Delete ineligible items from the project.
2. Provide a separate line item in the bid for ineligible items.
3. Proration of bid for the percentage of ineligible cost(s).
4. Agreement on costs between the Agency and borrower prior to bidding.

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**Section IV – Labor Agreements**

Are contractors bidding this project required to be or become party to a Project Labor Agreement or MultiProject Labor Agreement? YES or NO (Circle One)

If YES, provide a page number where the agreement is located or attach a copy of the document. Agreements may not significantly restrict competition.

**Section V – Certification of Plans and Specifications**

I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled:

City of DeKalb, Illinois
2019 Water Main Replacement

have been prepared in accordance with the requirements of Ill. Adm. Code 662, Procedures for Issuing Loans from the Public Water Supply Loan Program, for the purpose of obtaining loan funds.

Consulting Engineer: Elisa P. Bonkowski, P.E., Baxter & Woodman, Inc. Phone Number: (815) 444-3292

Signature __________________________ Date 1/9/19

Loan Applicant’s Authorized Representative: Bill Nicklas, City Manager

Signature __________________________ Date 1/8/19
Instructions for Funding Nominations for Loan Assistance for Drinking Water Loan Projects

Funding Nominations must be received by the Agency on or before January 31 preceding the fiscal year for which assistance is requested in order to be included on the Agency's printed priority list or intended Use Plan. Funding Nominations should be sent to the Agency at Post Office Box 19276, Springfield, IL 62794-9276. The following provides further explanation of the funding nomination and the priority scoring process:

1. Legal name of the loan applicant that will own the facilities to be constructed.
2. Address of loan applicant.
3. Check the box that best describes your organizational status from the following choices:
   - Local Units of Government. (Including cities, villages, townships, counties, and special service areas)
   - Investor Owned Water Utility if under Illinois Commerce Commission regulation and operating as a separate and distinct water utility.
   - Not for Profit Water Corporation if operating as a separate and distinct water utility.
   - Mutually-owned or Cooperatively-owned Water System if operating as a separate and distinct water utility.
4. The county and districts should be consistent with the mailing address.
5. The authorized representative must be the person or officer with the loan applicant that will be responsible to execute loan documents.
6. The name of the Architectural/Engineering consultants or loan applicant’s Engineer that will be responsible for the project planning, design and construction of the loan project.
8. A separate funding nomination should be submitted for each type of project and for each project of the same type that will not be constructed concurrently.
   Note: Not all of the information used to determine the priority of projects comes from information submitted on the funding nomination. Some of the information used to complete the scoring process will be provided by the Agency from its records or produced during the project planning approval process. Population figures for projects that serve less than the applicant’s entire service area will be taken from the Agency approved project planning report. The Agency will also provide the economic data and source water protection data that is used in the priority scoring process. Additional information that will be provided by the Agency from its records or produced during the project planning approval process is italicized below with the affected project type. In the absence of this information at the time of priority scoring, a default value of one will be used in the priority scoring calculation until the appropriate value has been determined.
9. Provide the number of water customers that are billed for water service.
10. Provide the current population to be served by the project.
11. Provide a description of the proposed drinking water construction project.
12. Provide an estimate of the cost for the proposed project and the proposed loan amount.
13. Provide an estimated schedule for:
   - The submission of the project planning to the Agency.
   - The submission of engineering plans and specifications to the Agency.
   - The award of the construction contract.
   - The completion of construction.
Illinois Environmental Protection Agency
1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Funding Nomination for Loan Assistance for Drinking Water Facilities
Annual Filing Deadline: January 31

Agency Use Only: Date Received: ______________ Project Number: ________________
New App. ____ Renewal App. ____

1. Legal Name of Applicant: City of DeKalb

2. Address: 200 S. Fourth Street
DeKalb, IL 60115-3733

3. Organizational Type:
   0 Unit of Local Government  O Not-for Profit Water Corporation
   O Investor Owned Water Utility O Mutually or Cooperatively Owned Water System

4. Location Information:
   a) County DeKalb  c) Illinois House District # 70
   b) U.S. Congressional District # 16  d) Illinois Senate District # 36

5. Authorized Representative:
   Name: Bryan Faire  Title: Superintendent, Utilities Division
   Phone: (815) 748-2000

6. Engineer:
   Name: Eilee P. Bonkowski  Firm: Baxter & Woodman, Inc.
   Address: 8678 Ridgefield Road
   Crystal Lake, IL 60012
   Phone: (815) 444-3292

7. Facility Number IL03070100

8. Reason for Project:
   ○ A) Compliance Project
       ○ 1) MCL Violation  Parameter ______________________________
       ○ 2) Treatment Technique  Parameter __________________________
       ○ 3) Technical Policy Violation
   ○ B) New Service Project
   ○ C) Service Continuation Project

Rev. 8/2017
9. Number of Billed Customers 10,624

10. Population Served by Proposed Project

11. Project Description:
   The Phase 2 WM Replacement project (previously 2018 Water Main Improvements project) consists of replacing 3,931 ft of water mains which are prone to breaks, including valves, service connections, and fire hydrants.

12. Cost Estimate $1,704,000.00

13. Project Schedule:
   Project Planning Submission Date Jan 13, 2017
   Plan and Specification Submission Date Oct 24, 2018
   Contract Award Date Feb 25, 2019
   Completion of Construction Date Jul 30, 2019

Authorized Representative

Date 1/25/19
Instructions for Funding Nominations for Loan Assistance for Drinking Water Loan Projects

Funding Nominations must be received by the Agency on or before January 31 preceding the fiscal year for which assistance is requested in order to be included on the Agency’s printed priority list or Intended Use Plan. Funding Nominations should be sent to the Agency at Post Office Box 19276, Springfield, IL 62794-9276. The following provides further explanation of the funding nomination and the priority scoring process:

1. Legal name of the loan applicant that will own the facilities to be constructed.
2. Address of loan applicant.
3. Check the box that best describes your organizational status from the following choices:
   - Local Units of Government (including cities, villages, townships, counties, and special service areas)
   - Investor Owned Water Utility if under Illinois Commerce Commission regulation and operating as a separate and distinct water utility.
   - Not for Profit Water Corporation if operating as a separate and distinct water utility.
   - Mutually-owned or Cooperatively-owned Water System if operating as a separate and distinct water utility.
4. The county and districts should be consistent with the mailing address.
5. The authorized representative must be the person or officer with the loan applicant that will be responsible to execute loan documents.
6. The name of the Architectural/Engineering consultants or loan applicant’s Engineer that will be responsible for the project planning, design and construction of the loan project.
8. A separate funding nomination should be submitted for each type of project and for each project of the same type that will not be constructed concurrently.
   
   Note: Not all of the information used to determine the priority of projects comes from information submitted on the funding nomination. Some of the information used to complete the scoring process will be provided by the Agency from its records or produced during the project planning approval process. Population figures for projects that serve less than the applicant’s entire service area will be taken from the Agency approved project planning report. The Agency will also provide the economic data and source water protection data that is used in the priority scoring process. Additional information that will be provided by the Agency from its records or produced during the project planning approval process is italicized below with the affected project type. In the absence of this information at the time of priority scoring, a default value of one will be used in the priority scoring calculation until the appropriate value has been determined.
9. Provide the number of water customers that are billed for water service.
10. Provide the current population to be served by the project.
11. Provide a description of the proposed drinking water construction project.
12. Provide an estimate of the cost for the proposed project and the proposed loan amount.
13. Provide an estimated schedule for:
   - The submission of the project planning to the Agency.
   - The submission of engineering plans and specifications to the Agency.
   - The award of the construction contract.
   - The completion of construction.
1. Legal Name of Applicant: City of DeKalb

2. Address: 200 S. Fourth Street
   DeKalb, IL 60115-3733

3. Organizational Type:
   ☑ Unit of Local Government
   ☐ Nct-for Profit Water Corporation
   ☐ Investor Owned Water Utility
   ☐ Mutually or Cooperatively Owned Water System

4. Location Information:
   a) County: DeKalb
   b) U.S. Congressional District #: 16
   c) Illinois House District #: 70
   d) Illinois Senate District #: 35

5. Authorized Representative:
   Name: Bryan Faivre
   Phone: (815) 748-2000
   Title: Superintendent, Utilities Division

6. Engineer:
   Name: Elisa P. Bonkowski
   Phone: (815) 444-3292
   Firm: Baxter & Woodman, Inc.

7. Facility Number: IL03070100

8. Reason for Project:
   ☑ A) Compliance Project
      ☑ 1) MCL Violation
      ☐ 2) Treatment Technique
      ☐ 3) Technical Policy Violation
   ☐ B) New Service Project
   ☑ C) Service Continuation Project
9. Number of Billed Customers 10,624

10. Population Served by Proposed Project

11. Project Description:

The Phase 3 WM Replacement project (previously 2019 Water Main Improvements project) consists of replacing 2,794 of mains which are prone to breaks, including valves, service connections, and fire hydrants.

12. Cost Estimate $1,214,000.00

13. Project Schedule:

Project Planning Submission Date Jan 13, 2017

Plan and Specification Submission Date Apr 6, 2019

Contract Award Date Mar 2, 2020

Completion of Construction Date Jul 30, 2020

Authorized Representative

Date 1/25/19
Instructions for Funding Nominations for Loan Assistance for Drinking Water Loan Projects

Funding Nominations must be received by the Agency on or before January 31 preceding the fiscal year for which assistance is requested in order to be included on the Agency’s printed priority list or intended Use Plan. Funding Nominations should be sent to the Agency at Post Office Box 19276, Springfield, IL 62794-9276. The following provides further explanation of the funding nomination and the priority scoring process:

1. Legal name of the loan applicant that will own the facilities to be constructed.
2. Address of loan applicant.
3. Check the box that best describes your organizational status from the following choices:
   - Local Units of Government. (Including cities, villages, townships, counties, and special service areas)
   - Investor Owned Water Utility if under Illinois Commerce Commission regulation and operating as a separate and distinct water utility.
   - Not for Profit Water Corporation if operating as a separate and distinct water utility.
   - Mutually-owned or Cooperatively-owned Water System if operating as a separate and distinct water utility.
4. The county and districts should be consistent with the mailing address.
5. The authorized representative must be the person or officer with the loan applicant that will be responsible to execute loan documents.
6. The name of the Architectural/Engineering consultants or loan applicant’s Engineer that will be responsible for the project planning, design and construction of the loan project.
8. A separate funding nomination should be submitted for each type of project and for each project of the same type that will not be constructed concurrently.
   Note: Not all of the information used to determine the priority of projects comes from information submitted on the funding nomination. Some of the information used to complete the scoring process will be provided by the Agency from its records or produced during the project planning approval process. Population figures for projects that serve less than the applicant’s entire service area will be taken from the Agency approved project planning report. The Agency will also provide the economic data and source water protection data that is used in the priority scoring process. Additional information that will be provided by the Agency from its records or produced during the project planning approval process is italicized below with the affected project type. In the absence of this information at the time of priority scoring, a default value of one will be used in the priority scoring calculation until the appropriate value has been determined.
9. Provide the number of water customers that are billed for water service.
10. Provide the current population to be served by the project.
11. Provide a description of the proposed drinking water construction project.
12. Provide an estimate of the cost for the proposed project and the proposed loan amount.
13. Provide an estimated schedule for:
   - The submission of the project planning to the Agency.
   - The submission of engineering plans and specifications to the Agency.
   - The award of the construction contract.
   - The completion of construction.
Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Funding Nomination for Loan Assistance for Drinking Water Facilities
Annual Filing Deadline: January 31

Agency Use Only: Date Received: ___________ Project Number: ________________
New App. _____ Renewal App. _____

1. Legal Name of Applicant: City of DeKalb

2. Address: 200 S. Fourth Street
DeKalb, IL 60115-3733

3. Organizational Type:
- [ ] Unit of Local Government
- [ ] Not-for Profit Water Corporation
- [ ] Investor Owned Water Utility
- [ ] Mutually or Cooperatively Owned Water System

4. Location Information:
- a) County: DeKalb
- b) U.S. Congressional District #: 16
- c) Illinois House District #: 70
- d) Illinois Senate District #: 35

5. Authorized Representative:
- Name: Bryan Favre
- Phone: (815) 748-2000
- Title: Superintendent, Utilities Division

6. Engineer:
- Name: Elisa P. Bonkowski
- Phone: (815) 444-3282
- Firm: Baxter & Woodman, Inc.
- Address: 8678 Ridgefield Road
Crystal Lake, IL 60012

7. Facility Number: IL03070100

8. Reason for Project:
- [ ] A) Compliance Project
  - 1) MCL Violation Parameter: ____________________________
  - 2) Treatment Technique Parameter: ____________________________
  - 3) Technical Policy Violation
- [ ] B) New Service Project
- [ ] C) Service Continuation Project
9. Number of Billed Customers  10,624

10. Population Served by Proposed Project

11. Project Description:

The Phase 4 Water Main Improvements project (previously 2020 Water Main Improvements project) consists of replacing 2,700 of mains which are prone to breaks, including valves, service connections, and fire hydrants.

12. Cost Estimate  $1,158,000.00

13. Project Schedule:

   Project Planning Submission Date Jan 13, 2017
   Plan and Specification Submission Date Apr 6, 2020
   Contract Award Date Mar 7, 2022
   Completion of Construction Date Jul 29, 2022

Authorized Representative  

Date  1/25/17
Illinois Environmental Protection Agency

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Instructions for Funding Nominations for Loan Assistance for Drinking Water Loan Projects

Funding Nominations must be received by the Agency on or before January 31 preceding the fiscal year for which assistance is requested in order to be included on the Agency's printed priority list or Intended Use Plan. Funding Nominations should be sent to the Agency at Post Office Box 19276, Springfield, IL 62794-9276. The following provides further explanation of the funding nomination and the priority scoring process:

1. Legal name of the loan applicant that will own the facilities to be constructed.
2. Address of loan applicant.
3. Check the box that best describes your organizational status from the following choices:
   - Local Units of Government: (Including cities, villages, townships, counties, and special service areas)
   - Investor Owned Water Utility if under Illinois Commerce Commission regulation and operating as a separate and distinct water utility.
   - Not for Profit Water Corporation if operating as a separate and distinct water utility.
   - Mutually-owned or Cooperatively-owned Water System if operating as a separate and distinct water utility.
4. The county and districts should be consistent with the mailing address.
5. The authorized representative must be the person or officer with the loan applicant that will be responsible to execute loan documents.
6. The name of the Architectural/Engineering consultants or loan applicant's Engineer that will be responsible for the project planning, design and construction of the loan project.
8. A separate funding nomination should be submitted for each type of project and for each project of the same type that will not be constructed concurrently.
   Note: Not all of the information used to determine the priority of projects comes from information submitted on the funding nomination. Some of the information used to complete the scoring process will be provided by the Agency from its records or produced during the project planning approval process. Population figures for projects that serve less than the applicant's entire service area will be taken from the Agency approved project planning report. The Agency will also provide the economic data and source water protection data that is used in the priority scoring process. Additional information that will be provided by the Agency from its records or produced during the project planning approval process is italicized below with the affected project type. In the absence of this information at the time of priority scoring, a default value of one will be used in the priority scoring calculation until the appropriate value has been determined.
9. Provide the number of water customers that are billed for water service.
10. Provide the current population to be served by the project.
11. Provide a description of the proposed drinking water construction project.
12. Provide an estimate of the cost for the proposed project and the proposed loan amount.
13. Provide an estimated schedule for:
   - The submission of the project planning to the Agency.
   - The submission of engineering plans and specifications to the Agency.
   - The award of the construction contract.
   - The completion of construction.
Illinois Environmental Protection Agency

1021 North Grand Avenue East  •  P.O. Box 19276  •  Springfield  •  Illinois  •  62794-9276  •  (217) 782-3397

Funding Nomination for Loan Assistance for Drinking Water Facilities
Annual Filing Deadline: January 31

Agency Use Only: Date Received: Project Number:


1. Legal Name of Applicant: City of DeKalb

2. Address: 200 S. Fourth Street
DeKalb, IL 60115-3733

3. Organizational Type:
   0 Unit of Local Government 0 Not-for Profit Water Corporation
   0 Investor Owned Water Utility 0 Mutually or Cooperatively Owned Water System

4. Location Information:
   a) County DeKalb
   b) U.S. Congressional District # 16
   c) Illinois House District # 70
   d) Illinois Senate District # 35

5. Authorized Representative:
   Name: Bryan Falvre
   Phone: (815) 748-2000
   Title: Superintendent, Utilities Division

6. Engineer:
   Name: Elisa P. Bonkowski
   Firm: Baxter & Woodman, Inc.
   Address: 8678 Ridgefield Road
   Crystal Lake, IL 60012
   Phone: (815) 444-3292

7. Facility Number IL03070100

8. Reason for Project:
   0 A) Compliance Project
      0 1) MCL Violation Parameter
      0 2) Treatment Technique Parameter
      0 3) Technical Policy Violation
   0 B) New Service Project
   0 C) Service Continuation Project

Rev. 8/2017 Funding Nomination for Loan Assistance for Drinking Water Facilities.
9. Number of Billed Customers: 10,624

10. Population Served by Proposed Project

11. Project Description:
The Phase 5 Water Main Improvements project (previously 2021 Water Main Improvements project) consists of replacing 1,950 of mains which are prone to breaks, including valves, service connections, and fire hydrants.

12. Cost Estimate: $845,000.00

13. Project Schedule:
   Project Planning Submission Date: Jan 13, 2017
   Plan and Specification Submission Date: Jul 15, 2021
   Contract Award Date: Mar 1, 2022
   Completion of Construction Date: Jul 29, 2022

Authorized Representative:

Date: 1/25/17

Rev. 8/2017 Funding Nomination for Loan Assistance for Drinking Water Facilities
**Illinois Environmental Protection Agency**

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

**Loan Applicant’s Certification of Engineering or Professional Services Contract Compliance With the Illinois EPA SRF Loan Program Requirements**

**LOAN FILE**

You may complete this form online using Adobe Acrobat Reader and save a copy to your computer before printing, signing, and submitting pages 1 and 2.

<table>
<thead>
<tr>
<th>Loan Applicant:</th>
<th>City of DeKalb</th>
<th>L17 Loan Number:</th>
<th>5473</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Firm Name:</td>
<td>Baxter &amp; Woodman, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Loan Project:</td>
<td>☐ Water Pollution Control (WPC)</td>
<td>☐ Public Water Supply (PWS)</td>
<td></td>
</tr>
<tr>
<td>Project Description:</td>
<td>The project consists of construction of 4,000 linear feet of 8-inch water main pipe; fire hydrants, valves and vaults; replacement of 50 water services/ surface restoration; and other miscellaneous items of work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Original Engineering or Professional Services Agreement:</td>
<td>Aug 13, 2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If this is an amendment(s) to the original contract issued, provide the amendment number(s) and date(s):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amendment Number:</td>
<td></td>
<td>Amendment Date:</td>
<td></td>
</tr>
</tbody>
</table>

Please provide the page number and/or section of the contract that shows the location of the required information listed by each item number below. Additional information and/or sample language for each item are provided by corresponding numbers contained in the attachment. Please note that some items are required for all contracts and some are required for only design or construction engineering contracts as indicated in the shaded section headings.

**Item** Fill in the blank with the page and/or section where this item is found in the contract.

**Clauses and Certification Required for All Contracts:**

2. Exhibit A, p.10 - Covenant against Contingent Fees Clauses included in contract.
3. Certification attached - Engineer certifies compliance with Executive Order 12549 (debarment, suspension, and other responsibility matters) using EPA Form 9700-49 or within the contract.
4. Exhibit B - The engineer’s scope of work is described in the contract/amendment.
5. Exhibit A, p.1 - Completion date or time for the contract/amendment work included in contract/amendment: August 13, 2021
6. Exhibit A, p.1 - A payment method and amount are included in the contract/amendment.
7. Exhibit A, p.10 - USEPA nondiscrimination clause included in the contract.
8. Exhibit A, p.10 - USEPA fair share percentage clause included in the contract.
9. Exhibit A, p.11 - The contract/amendment has been signed by both parties (Borrower & Consultant) and a copy has been provided to the Agency.
10. **Wastewater Projects:** Was a Qualifications-Based Selection (QBS) used to select an engineer? ☐ Yes ☐ No

**Complete this Section for Contracts with Design Engineering Costs:**

<table>
<thead>
<tr>
<th>11. Exhibit A, p.1</th>
<th>Total design phase contract amount, including amendments:</th>
<th>$122,670.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>Total design phase costs that are not being requested to be included in the loan and/or ineligible costs, such as planning or easement compensation:</td>
<td>$0.00</td>
</tr>
<tr>
<td>☐ Yes</td>
<td>The loan applicant and service provider are aware that loan fundable design costs are limited by the 365/662.460 regulations. (Check “yes” in page box, after reading Item 13 in the attachment)</td>
<td></td>
</tr>
<tr>
<td>☑ Statement attached</td>
<td>A written statement has been provided regarding design engineering performed by DBEs. (Check “statement attached” in page box, after reading Item 14 in the attachment)</td>
<td></td>
</tr>
</tbody>
</table>
### Complete this Section for Contracts with Construction Engineering Costs:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td>Total construction phase contract amount, including amendments:</td>
</tr>
<tr>
<td>16.</td>
<td>Total construction phase costs that are not being requested to be included in the loan and/or ineligible costs, such as outside the scope of the approved project:</td>
</tr>
<tr>
<td>17.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

I do hereby certify that the professional services contract and associated documents for the project and loan number described at the beginning of this form have been prepared in accordance with either the requirements of Ill. Adm. Code 662, Procedures for Issuing Loans from the Public Water Supply Loan Program or Ill. Adm. Code 365, Procedures for Issuing Loans from the Water Pollution Control Loan Program, for the purpose of obtaining loan/grant funds.

*Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/444(b))*

![Signature]

Baxter & Woodman, Inc.  
Professional Service Provider  

![Signature]

Molly Tinkham, Finance Director  
Loan Applicant's Authorized Representative  

![Signature]

(815) 459-1260  
Phone Number  
12/11/2018  
Date  

(815) 748-2000  
Phone Number  
1/29/18  
Date  

The certification form and the associated sample language can be used to satisfy the Illinois Environmental Protection Agency (IEPA) loan requirements for professional services contracts. The required information must be provided if the loan applicant elects to use Illinois EPA loan funding to pay for personal or professional services, such as engineering. If Illinois EPA loan funding is not being requested for professional services, submittal of the certification form is not necessary, however a copy of the professional service agreement may still be required to document that appropriate technical oversight is available to complete the proposed loan project. Existing contracts that do not contain the required information can be amended to include any outstanding items. Amendments to engineering contracts can also be made after the loan is issued by submitting a signed copy with new completed certification form. An amendment to the engineering agreement that is made after the loan is issued will need to be accompanied with an Illinois EPA change order form.

The contract and checklist will be reviewed by the Illinois EPA to determine if the required items are included within the contract and for loan eligibility. The Illinois EPA will ask for submittal of any information that is not provided and may ask for additional clarification on some items. Contracts can be separate for only design or construction or they can be comprehensive and include planning, design and construction within a single contract. Costs for some professional services included in a contract may be considered ineligible for Illinois EPA loan funding. Examples of ineligible items are services associated with: planning, redesign due to easement problems, negligence, work on service lines outside public easements, operation and maintenance, bonus payments, costs paid by other State or Federal assistance programs, costs outside of the scope of the approved project, etc.

### Why is this information required?

Per Section 365/662.630, "All subagreements for personal or professional services for design or construction that will be paid with loan funds, where the aggregate amount of services involved is expected to exceed $25,000 must include the following subagreement provisions": (<$25,000 must, at a minimum, include the scope of work and cost.) Note: Subagreement is OMB's definition of a contract.
United States Environmental Protection Agency  
Washington, DC  20460  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from coverage by any department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal, State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to $10,000 or imprisonment for up to 5 years, or both.

Derek J. Wold, Executive Vice President

Typed Name & Title of Authorized Representative

[Signature]

Date: 12/11/18

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)
Illinois Environmental Protection Agency

Disadvantaged Business Enterprise (DBE) Program
DBE Form #2 - Consultant Certification
(To be completed by all Prime Consultants)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, and services), in the performance of this contract.

☐ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

<table>
<thead>
<tr>
<th>Name of DBE</th>
<th>Address</th>
<th>Phone</th>
<th>Reason for Non-Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

Signature: [Signature]  
Name: Elisa P. Borisowski, P.E.  
Title: Project Manager  
Company: Baxter & Woodman, Inc.

Date: December 11, 2018

Consultant Certification

DBE-2 Rev. 5/2017
MAY 01 2019

Mr. Jerry Smith, Mayor
City of DeKalb
200 South Fourth St.
DeKalb, IL 60115-3733

Re: DeKalb
L17-5473

Dear Mr. Smith:

Based on our review of the executed contract documents for this project, the Agency has revised the following dates contained in the Loan Agreement.

Initiation of Operation 6/30/2019
Completion of Construction 7/30/2019
Request for Final Inspection 7/3/2019
Submission of Evidence of Flood Insurance 7/30/2019

Please be advised that your new estimated initiation of repayment date is now 6/30/2019.

If you have any questions, please contact Julie Sapetti at 217/782-2027.

Sincerely,

Ellen Perry, Manager
Post-Construction Unit
Infrastructure Financial Assistance Section
Bureau of Water

cc: Clerk, DeKalb
Baxter & Woodman, (Crystal Lake)
Mr. Jerry Smith, Mayor
City of DeKalb
200 South Fourth St.
DeKalb, IL 60115-3733

Re: DeKalb
L175473

Dear Mayor Smith:

We have reviewed request number 1 for a disbursement of your loan. A disbursement of $198,010.80 is being processed, bringing total loan disbursements to $198,010.80. The remaining balance of your loan is $703,464.20.

Additional detail about this disbursement and the status of your loan can be found on the Payment Request Detail report enclosed with this letter.

The State of Illinois fiscal year ends June 30th. For all warrants to be issued by then, we will not be able to process disbursement requests after June 10th. In the past, we have resumed processing disbursements the last week of July.

If you have any questions, please contact me at 217/782-2027.

Sincerely,

Julie Sapetti
Infrastructure Financial Assistance Section
Bureau of Water

Attachment

cc: Clerk, DeKalb
# Illinois DWSRF - Payment Request Detail

547300 - DeKalb  
Watermain Upgrades Phase 2

**Funding Source** DWSRF

| Pay Request: | 1 of 1 |
| Request Number: | 1 |
| Date Received: | 5/9/2019 |
| Date Logged In: | 5/9/2019 |
| Logged in by: | Sapetti, Julie |

**Authorized Funding:** 901,475.00  
**Approved Invoices:** 198,010.80  
**Balance:** 703,464.20

## Cost Category

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Line Item Description</th>
<th>Total Project Costs Incurred to Date</th>
<th>Eligible Costs Incurred to Date</th>
<th>Eligible Percent</th>
<th>Prior Eligible Costs Incurred</th>
<th>Total Amount to be Paid</th>
<th>Total to Approve IEPA Loan</th>
<th>Total Retained thru End Date</th>
<th>Net Retained on this Request</th>
<th>Total to Pay for IEPA Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>Performance Construction &amp; Engineering LLC</td>
<td>220,012.00</td>
<td>220,012.00</td>
<td>100.0%</td>
<td>0.00</td>
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<td>22,001.20</td>
<td>22,001.20</td>
<td>198,010.80</td>
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<tr>
<td>Design Engineering</td>
<td>Baxter &amp; Woodman, Inc.</td>
<td>0.00</td>
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<tr>
<td>Legal/Administrative</td>
<td>Frieders Law LLC</td>
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<td>22,001.20</td>
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<td>198,010.80</td>
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</table>

### This Request

- **Eligible Cost to Pay:** 220,012.00  
- **Amount Retained:** 22,001.20  
- **Interest Earned:** 0.00  
- **Total to Pay:** 198,010.80

### Cumulative

- **Eligible Cost to Pay:** 220,012.00  
- **Amount Retained:** 22,001.20  
- **Interest Earned:** 0.00  
- **Total to Pay:** 198,010.80

**Reviewed By By:** Sapetti, Julie  
**Approved By:** Perry, Ellen  
**Status:** Approved

**Date Checked:** 5/9/2019  
**Decision Date:** 5/9/2019

- **This is the last payment**

---

366005843  
60115-3733  
0270-532-60-4900-0200-19  
House 70  
Senate 35  
4/8/2019 - 4/19/2019
MAY 31 2019

Mr. Jerry Smith, Mayor
City of DeKalb
200 South Fourth St.
DeKalb, IL 60115-3733

Re: DeKalb
L175473

Dear Mr. Smith:

We have reviewed request number 2 for a disbursement of your loan. A disbursement of $362,297.30 is being processed, bringing total loan disbursements to $560,308.10. The remaining balance of your loan is $341,166.90.

Additional detail about this disbursement and the status of your loan can be found on the Payment Request Detail report enclosed with this letter.

The State of Illinois fiscal year ends June 30th. For all warrants to be issued by then, we will not be able to process disbursement requests after June 10th. In the past, we have resumed processing disbursements the last week of July.

If you have any questions, please contact me at 217/782-2027.

Sincerely,

[Signature]

Julie Sapetti
Infrastructure Financial Assistance Section
Bureau of Water

Attachment

cc: Clerk, DeKalb
Fehr-Graham & Associés (Rochelle)
### Illinois DWSRF - Payment Request Detail

547300 - DeKalb  
Watermain Upgrades Phase 2

#### Funding Source: DWSRF

- **Pay Request:** 2 of 2  
- **Request Number:** 2  
- **Date Received:** 5/29/2019  
- **Date Logged In:** 5/29/2019  
- **Logged In by:** Perry, Ellen

#### Notes:
- Line items over budget; retainage adjusted according to eligible costs.

### Cost Category Table

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<th>Cost Category</th>
<th>Line Item Description</th>
<th>Total Project Costs Incurred to Date</th>
<th>Eligible Costs Incurred to Date</th>
<th>Eligible Percent</th>
<th>Prior Eligible Costs Incurred</th>
<th>Total Amount to be Paid</th>
<th>Total to Approve IEPA Loan</th>
<th>Total Retained thru End Date</th>
<th>Net Retained on This Request</th>
<th>Total to Pay for IEPA Loan</th>
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<tr>
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<td>589,798.00</td>
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<td>369,786.00</td>
<td>369,785.00</td>
<td>29,489.90</td>
<td>7,488.70</td>
<td>362,297.30</td>
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<tr>
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<td>0.00</td>
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<tr>
<td>Legal/Administrative</td>
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<tr>
<td><strong>Total</strong></td>
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<td>598,748.00</td>
<td>589,798.00</td>
<td>98.5%</td>
<td>220,012.00</td>
<td>369,786.00</td>
<td>369,785.00</td>
<td>29,489.90</td>
<td>7,488.70</td>
<td>362,297.30</td>
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</tbody>
</table>

#### This Request

| Eligible Cost to Pay: | 369,786.00  
| Amount Retained:      | 7,488.70  
| Interest Earned:      | 0.00  
| **Total to Pay:**     | 362,297.30 |

#### Cumulative

| Eligible Cost to Pay: | 589,798.00  
| Reviewed By By:       | Sapetti, Julie  
| Approved By:          | Perry, Ellen  
| Date Checked:         | 5/30/2019  
| Decision Date:        | 5/30/2019  
| Status:               | Approved  
| □ This is the last payment

#### Contact Information

- 366005843  
- 60115-3733  
- 0270-532-69-4900-0200-19  
- House 70  
- Senate 35  
- 4/20/2019 - 5/9/2019

Page 1 of 1  
5/30/2019
The Honorable Jerry Smith  
Mayor, City of DeKalb  
200 South Fourth St.  
DeKalb, IL 60115-3733

Re: City of DeKalb/L175473  
Loan Agreement

Dear Mayor Smith:

It is a pleasure to advise you that your application for a public water supply loan, under the provisions of the Environmental Protection Act, has been approved in the amount of $901,475.00 at a 1.840 percent simple annual interest rate.

The Loan Agreement is enclosed in triplicate. After the Agreement is reviewed, the original and one copy should be signed by the appropriate official and returned to the Infrastructure Financial Assistance Section, Bureau of Water, P.O. Box 19276, Springfield, IL 62794-9276 as soon as it is signed, but no later than May 1, 2019. The second copy is for your records. Receipt of a written refusal or failure to return the properly executed documents within the specified time may subject the Loan Agreement to cancellation consideration.

Your attention is invited to the Standard Conditions of the Loan Agreement which outline the requirements and terms of your loan. The schedule is based on your awarding of contracts and initiating project construction promptly. Your compliance with the loan conditions and terms will facilitate our processing and your receipt of loan disbursements. In addition, by acceptance of this loan agreement, the loan recipient agrees to comply with any future reporting and/or accountability requirements that may be associated with the State Revolving Fund programs in Illinois.

For each contract awarded, please submit a copy of the executed contract; a copy of the certificate of insurance; a copy of the performance and payment bonds; and the notice to proceed as soon as these documents are available.

You are reminded that it is your responsibility as the loan recipient to maintain copies of the bids for all firms that bid on prime contracts, or provide quotes on subcontracts in accordance with the Standard Conditions. It is also your responsibility to obtain copies of all subcontracts awarded by the prime contractor and verify these contracts conform to the Standard Conditions.
And finally, if a Pre-Construction Conference is to be held for your project, please contact the appropriate Illinois EPA Regional Office located in Rockford at 815/987-7760 with the time and place of the meeting. Regional office personnel may be conducting an inspection of your project.

If you have any questions regarding this project, please contact Chad Rice, the project manager, Infrastructure Financial Assistance Section, at 217/782-2027.

Congratulations on the receipt of this Loan Agreement and we look forward to working with you during the project.

Sincerely,

[Signature]

John J. Kim
Acting Director

JJK:CR

Attachments

cc: Baxter & Woodman (Crystal Lake)
City Clerk
LOAN AGREEMENT

LENDER:
Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:
City of DeKalb
200 South Fourth St.
DeKalb, IL 60115-3733

FEIN: 366005843

TERMS OF THE LOAN

<table>
<thead>
<tr>
<th>Loan amount:</th>
<th>$901,475.00</th>
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<td>Annual fixed loan rate:</td>
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<tr>
<td>Term:</td>
<td>20 years</td>
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<td>Repayments:</td>
<td>Semi-Annual</td>
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<tr>
<td>Construction complete:</td>
<td>07/30/2019</td>
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<tr>
<td>Initiation of operation:</td>
<td>06/30/2019</td>
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<td>Initiation of repayment period:</td>
<td>06/30/2019</td>
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<tr>
<td>First repayment due:</td>
<td>12/30/2019</td>
</tr>
<tr>
<td>Final repayment due:</td>
<td>06/30/2039</td>
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</tbody>
</table>

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

[Signature]
Acting Director
John J. Kim
Agencies Signature
Title
Name
Date

This offer must be accepted on or before 05/01/2019.

[Signature]
Acceptance on behalf of the Borrower
Date

Authorized Representative (Signature)
Date

Name and Title of Authorized Representative (Type or Print) Jerry Smith, Mayor

PAGE 1 OF 2
PROJECT DESCRIPTION

The project consists of the installation of approximately 132 linear feet of 6-inch diameter watermain, approximately 3,973 linear feet of 8-inch diameter watermain, and other related appurtenances. This work is covered by IEPA Permit Number 0453-FY2019.

PROJECT BUDGET

<table>
<thead>
<tr>
<th></th>
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<td>Design Engineering - Baxter &amp; Woodman, Inc.</td>
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<td>TOTAL</td>
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</table>

The loan amount is $901,475.00.

OTHER FUNDING SOURCES/COSTS EXCLUDED

None

SPECIAL CONDITIONS

None

STANDARD CONDITIONS

Please see Attachment A.
Attachment A

Loan Recipient: City of DeKalb
L175473

Loan Agreement – Standard Conditions
Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the Agency and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient’s receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support and Principal Payments.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term “interest” is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency’s assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.
d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. CONSTRUCTION COMPLETION - FINAL INSPECTION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency's IFAS Post Construction Unit. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.
9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

   a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.510 Delinquent Loan Repayments.
   b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient’s response or take appropriate action.
   c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.
   d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 65.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient’s fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

   a) All provisions of federal, State and local law.
   b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
   c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date.
The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
b) New Restrictions on Lobbying at 40 CFR, Part 34
c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
d) False Claims Act – Prompt referral to USEPA’s Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
eg) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

PAGE 4 OF 5
22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.
MAY 01 2019

Mr. Jerry Smith, Mayor
City of DeKalb
200 South Fourth St.
DeKalb, IL 60115-3733

Re: DeKalb
L17-5473

Dear Mr. Smith:

Based on our review of the executed contract documents for this project, the Agency has revised the following dates contained in the Loan Agreement.

Initiation of Operation 6/30/2019
Completion of Construction 7/30/2019
Request for Final Inspection 7/3/2019
Submission of Evidence of Flood Insurance 7/30/2019

Please be advised that your new estimated initiation of repayment date is now 6/30/2019.

If you have any questions, please contact Julie Sapetti at 217/782-2027.

Sincerely,

Ellen Perry, Manager
Post-Construction Unit
Infrastructure Financial Assistance Section
Bureau of Water

cc: Clerk, DeKalb
Baxter & Woodman, (Crystal Lake)
State Revolving Fund (SRF) Public Notification/Signage Requirement
Certificate of Completion

Submit this form to the Post-Construction Unit with the 1st request for disbursement of loan funds.

Loan Applicant City of DeKalb

Project No. L175473

Beginning October 1, 2015, all SRF loan recipients are required to post a sign at the project site or make an equivalent public notification. This requirement is part of a nationwide initiative focused on enhancing public awareness of EPA financial assistance.

After a construction contract is awarded and prior to the first disbursement of loan funds for construction-related services, a sign should be posted or equivalent public notification should be made. Please indicate below which method was utilized.

☐ 1. Public Notification was published in the Local Newspaper or Community Newsletter.
   A copy of the notice is attached.

☐ 2. Public Notification was made via Utility Bill Insert.
   A copy of the insert or flyer is attached.

☑ 3. Online Posting is available on a well-known community website.
   If this method was used, provide the website address in the space below.
   www.cityofdekalb.com

☐ 4. Standard Sign was posted.
   A picture of the sign is attached.

☐ 5. Other (Prior approval should be obtained)
   Describe method and attach documentation.

I hereby certify that we have posted a sign at the project location or made equivalent public notification using one of the methods described in Illinois EPA’s Guidance Document and listed above.

Signature of Authorized Representative (Original Signature Required)  May 2, 2019
Bill Nicklas - City Manager
Printed Name

815-748-2090
Phone No.

Rev. 7/2016
Bidding Review Certification and Checklist for Construction Contracts

Loan Applicant: City of DeKalb
Loan No. 17-5473

Project Description: 2019 WM Replacement (Phase 2) - approximately 4,000 lf of 8" WM, fire hydrants, valves, vaults, water service

Yes No N/A Documentation Required for Bid Approval

1. The Bid Advertisement was published in a DAILY, regional newspaper, Dodge Reports, or approved equivalent. The ad notified bidders that this procurement is subject to regulations contained in the Procedures for Issuing Loans from the WPCLP or the PWSLP, the Davis-Bacon Act, the Employment of IL Workers on Public Works Act, the President's Executive Order 11246, the Use of American Iron and Steel Requirements, and the Loan Applicant's policy on the increased use of DBEs. [Ref. 662.350(e)(1) or 365.350(e)(1)]
   A. A copy of both the Newspaper Ad and the Certificate of Publication are attached OR
      A screenshot of the online ad is attached along with a payment receipt.
   B. Name of Newspaper or Equivalent: Daily Chronicle
   C. Date of Publication: December 18, 2018
   D. Date of Bid Opening: February 5, 2019
   E. Bid Expiration Date: June 5, 2019

2. A copy of the Bid Tabulation is attached. [Ref. 662.350(e)(2) or 365.350(e)(2)]
   A. Number of bids received: 8
   B. Amount of lowest BASE bid: $743,500.00
   C. Amount of highest BASE bid: $1,021,500.00

3. The Consultant's Analysis of Bids and Recommendation to Award is attached. [Ref. 662.350(e)(3) or 365.350(e)(3)]

4. A copy of the proposal (bid) signed by selected contractor is attached. [Ref. 662.350(e)(2) or 365.350(e)(2)]

5. Applicant has prepared a Notice of Intent to Award and a copy is attached. [Ref. 662.350(e)(4) or 365.350(e)(4)]. The notice is dated: ____________
   A. If any bid alternates (deductive or additive) were accepted, list and include costs.

   n/a

6. Accepted Bid Alternates were approved by the Agency's Permit Section?

7. The applicant received a minimum 5% Bid Bond or Cashier's Check from the selected contractor and a signed Power of Attorney (for bid bond only). A copy is attached.

8. Selected contractor submitted the lowest, responsive, responsible bid.
   A. If not, is written justification disqualifying the apparent low bidder attached? [Ref. 662.350(d)(7) or 365.350(e)(7)].
   B. Has the selected contractor been debarred or suspended?
   C. Information may be verified at: www.sam.gov/portal/public/SAM
   D. Are there any appeals or protests? [Ref. 662.640 or 365.640] If YES, alert the Illinois EPA.

9. Has the Illinois EPA issued a valid construction permit for this project?
   A. If YES, provide the Issue Date and Permit No.
   B. If NO, provide an explanation:

10. Bid quantities, major equipment, and suppliers are consistent with the Agency approved Plans & Specifications and/or Illinois EPA Construction Permit.
   A. If NO, has the Agency approved the changes? (Changes must be approved by the Permit Section).
      If not, provide an explanation.
10. Were any addenda issued during the bidding period? [Ref. 662.350(e)(2) or 365.350(e)(2)]
   A. Copies of all Addenda are attached. All addenda require Agency approval.
   B. Addenda were distributed to all prospective bidders?
   C. The following addenda were previously submitted & approved by Illinois EPA?
      Addenda Numbers: 1 & 2
   D. The following addenda will be approved at the time of bid review?
      Addenda Numbers: 1 & 2
   E. If a supplemental construction permit was issued due to addenda, a copy is attached.

11. The signed bid proposal contains the Non-Collusion and Certification Statements (verbatim)
    [Ref. 662.350(d)(6) or 365.350(d)(6)] A copy is attached.

12. Davis-Bacon Wage Act Compliance - The bid proposal OR the contract documents must include the Davis-
    Bacon Wage Act language (verbatim) as contained within the Illinois EPA’s example documents. Wage Rate
    Determinations are normally set on the bid opening date and are available at www.wdol.gov.
    [Ref. 662.620 or 365.620(a)(3)]
    A. Davis-Bacon language is in the bidder’s PROPOSAL.
    B. Davis-Bacon language is in the CONTRACT documents on Page No. 002100.
    C. A copy of the applicable Wage Rate Determinations is attached.

13. The following certifications were received from the selected contractor.
    A. Certification of Nonsegregated Facilities. [Ref. 662.620 or 365.620(a)(6)] Page No. 0074
    B. Certificate Regarding Bid Rigging and Rotating (Criminal Code 33E)
       [Ref. 662.350(d)(6) or 365.350(d)(6)] Page No. 0041
    C. Certificate Regarding Debarment, Suspension, and other Responsibility Matters.
       [Ref. 662.620(a)(5) or 365.620(a)(5) Page No. 0074]
    D. Certification Regarding the Use of American Iron and Steel Products (Consolidated Appropriations Act,
       2014) [Ref. 662.620(a)(7) or 365.620(a)(7)] on Page No. 0062

14. Federal DBE requirements for this project have been met? [(40 CFR Part 33)] See attached Pages 3 thru 5.
    Guidance is available on the Illinois EPA's website and in the example contract documents.
    [Ref. 662.620(a)(4) or 365.620(a)(4)]

15. Contract time has been provided? The length of time to complete the project is _______ days/months.
    This information is located on Page No. 0041 of the Contract Documents.

16. Contractor's list of subcontractors submitting quotes is attached. If no, provide an explanation.

17. For line item bids only: Has the Illinois EPA EXCEL bid schedule been submitted to the Illinois EPA?

By signing this document, I certify that the above information is, to the best of my knowledge, true and accurate. I agree to fully comply with the State of Illinois’ Procedures for Issuing Loans from the Water Pollution Control Loan Program and/or the Procedures for Issuing Loans from Public Water Supply Loan Program. Furthermore, the proposal is consistent with approved specifications for this loan project in terms of quantity, description and eligibility.

Bill Nicklas
Authorized Representative's Printed Name

Authorized Representative's Signature

City Manager

Title

Date 2/13/19

Below this line for Illinois EPA Use Only

This proposal is approved for award to __________________________________________ (insert contractor's name)
in the allowable amount of $ _________________________________ which includes the base bid and any
accepted alternates. Ineligible contract costs of $ _________________________________ were removed.

All addenda (Items 10 C & D) have been approved by IFAS and Permits (if necessary). _____________ (PM Initial).

PM's Signature

Date

Supervisor's Concurrence

Date
Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Disadvantaged Business Enterprise Review
Construction Contracts/Equipment with Labor Involved

Loan Applicant: City of DeKalb

Loan Number: 17-5473

Loan Applicant Responsibilities

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
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</tbody>
</table>

1. The Loan Applicant has submitted evidence of placing an "advertisement for bids" in a DAILY, regional newspaper for a minimum of one day. The advertisement must state, "this procurement is subject to the Loan Applicant's policy regarding the increased use of Disadvantaged Business Enterprises". See Item #1 of the "Bidding Review Checklist" and the example advertisement contained within the Illinois EPA's "Front End Documents".

If an online advertisement was placed with the "Dodge Reports" or an equivalent website, a screenshot of the advertisement along with the webpage address and a receipt must be attached.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
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</tbody>
</table>

2. Length of bidding period by Loan Applicant allows the potential prime contractor time to advertise for DBE subcontractors. The recommended time is 45 days and the minimum is generally 30 days.

49 Days

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

3. Loan Applicant held a Pre-bid meeting for potential bidders? A Pre-bid meeting is highly recommended.

Date of Pre-Bid Meeting: January 15, 2019

Bidder/Prime Contractor Responsibilities

Responsiveness Determination

The following information must be submitted with the bid.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
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</tbody>
</table>

1. A signed certification from the bidder(s), attesting that the bidder will award no subagreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

OR

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. "Certificate of Publication" and copy of the advertisement from a daily, regional newspaper is attached. If certificate is not available other evidence/proof of publication such as actual page from the newspaper MAY be accepted. If an online advertisement was placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a receipt must be attached. All advertisements must run one day at least 16 days prior to bid opening.

A. Date of Bidder Advertisement: December 18, 2018

B. Date of Bid Opening: February 5, 2019

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</tr>
</thead>
<tbody>
<tr>
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</table>

3. If DBEs will be utilized, a completed Illinois EPA DBE Form #3 from each Disadvantaged Business to be utilized attesting that they are a Disadvantaged Business. This form must be signed by the Prime Contractor and Subcontractor, and include the DBE's name, address, telephone number, a description of the work, DBE certifying Agency, and estimated cost of the subcontract.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
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</tbody>
</table>

4. If DBEs will be utilized, a signed certification from the Prime Contractor attesting that the prime contractor has no dominating or conflict of interest with the Disadvantaged Business Enterprise to be utilized. Illinois EPA DBE Form #1 contains this phrase and may be used for this purpose.
5. Names, addresses, telephone numbers of Disadvantaged Businesses which submitted proposals, but will not be utilized. Justification for their non-utilization must be provided. Illinois EPA DBE Form #1 may be used to report this information.

6. In instances where the bidder(s) did not receive any inquiries or proposals from Disadvantaged Businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received. Illinois EPA DBE Form #1 may be used to report this information.

7. Prime contractor's list of all DBE and non-DBE subcontractors submitting proposals/quotes is attached. List will include names, addresses, e-mails, phone numbers, DBE status, and what work the entity bid or quoted (painting, welding, supplies, etc). List will be maintained during the project & made available upon request. Illinois EPA DBE Form #4 may be used to report this information.

Responsibility Determination

Yes No N/A

1. The Prime Contractor (low, responsive, responsible bidder) must provide DBE subcontractors that have been selected to perform work with a Letter of Intent signed by the Prime Contractor and the DBE subcontractor. The Letter of Intent must describe work that will be performed by the subcontractor and the price of the work.

Comments

By signing this document, I certify that the above information regarding the use of Disadvantaged Business Enterprises is, to the best of my knowledge, true and accurate. I understand that DBE forms and guidance documents may be obtained from the Illinois EPA website or by contacting the Infrastructure Financial Assistance Section at 217-782-2027.

Bill Nicklas  
Authorized Representative's Printed Name  
Authorized Representative's Signature  
City Manager  
Title  
2/13/19  
Date
Consultant Services' Affirmative Effort Requirements

The following information must be completed and requested documentation must be submitted at the time bids are reviewed.

Yes ☐ No ☐ N/A ☐

☐ 1. A signed certification from an authorized representative of the consulting firm attesting that the consultant will award no subagreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

OR

☐ 2. "Certificate of Publication," and/or adequate evidence of proof of publication including actual copy of the newspaper advertisement from a DAILY, regional newspaper. Advertisement should run one day at least 16 days prior to bid opening or award.

If an online advertisement was placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the web page address, and a receipt must be attached.

☐ 3. Copies of executed agreements with Disadvantaged Businesses to be utilized.

☐ 4. Names, addresses, telephone numbers of Disadvantaged Businesses that submitted proposals, but will not be utilized. Justification for their non-utilization must be provided. (Illinois EPA DBE Form #2)

☐ 5. Completed, signed certification from each Disadvantaged Business to be utilized, attesting that they are a Disadvantaged Business as defined by the Recipient. (Illinois EPA DBE Form #3)

☐ 6. Completed, signed certification from consultant(s) utilizing Disadvantaged Business, attesting that the consultant has no dominating or conflict of interest with the Disadvantaged Business to be utilized. (Illinois EPA DBE Form #2)

☐ 7. In instances where the consultant does not receive any inquiries or proposals from Disadvantaged Businesses prior to bid opening, the consultant must provide a written certification attesting that no responses or proposals were received. (Illinois EPA DBE Form #2)

Comments:
May 2, 2019

Mr. Jerry Smith, Mayor
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

RE: City of DeKalb - 2019 Water Main Improvements
Engineer's Payment Estimate No. 1 (5 originals)
IEPA Loan Disbursement No. 1 (3 originals)

Dear Mr. Smith,

This is to certify that work through April 19, 2019 in the amount of $220,012.00 for the project known as City of DeKalb - 2019 Water Main Improvements by Performance Construction & Engineering, LLC, 217 W. John Street, Plano, IL 60545 has been completed and is supported by the above-referenced and enclosed Application for Payment No. 1. Included is Performance's Invoice # Pay Req #1 dated 04/22/19 and waiver of lien to date.

Payment is recommended in the amount of $198,010.80 to Performance Construction & Engineering, LLC which represents the difference between the work to date less a 10% retainage. If you concur, please sign the five (5) enclosed original Engineer's Payment Estimate No. 1 as indicated by the flags. Please retain one (1) original for your files, returning one (1) original with payment to Performance Construction & Engineering, LLC and returning the other three (3) originals to our Rochelle, IL office.

Also enclosed is the first request for disbursement from the Illinois Water Revolving Loan Fund (three (3) originals). Please review and if you concur, please sign as indicated by the flags, returning the three (3) originals to our Rochelle office.

In addition, certified payrolls for Performance Construction and Engineering, LLC are enclosed for the period from 04/08/19 to 04/21/19.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,

Jason T. Stoll, PE
Branch Manager

Enclosures

cc: Mr. Lonnie Avery, Performance Construction & Engineering, LLC (w/o Enc.)

JTS:bm

O:\DeKalb, City of\19-180 - DeKalb 2019 WM Replacement\Communications\JTS 19-180 DeKalb 2019 Water Main Imps IEPA Loan L17-5473 EPE No. 1 - IEPA Disb No. 1 05.02.2019.docx
### Engineer's Payment Estimate

**PROJECT NAME**
- 2019 WATER MAIN IMPROVEMENTS

**COUNTY**
- Dekalb

**LOCAL AGENCY**
- Dekalb

**PROJECT # / LOAN #**
- 19-15/117-5473

---

#### Payable To: Performance Construction & Engineering, LLC

**Address:** 217 W. John Street, Plano, IL 60545

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<th>Deducted</th>
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<td>9</td>
<td>$4,510.00</td>
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**Total Awarded Values:** $743,500.00  
**Total Completed Values:** $220,012.00

*FOR DAY LABOR SECTIONS SHOW ESTIMATED QUANTITIES AND VALUES*
### Miscellaneous Extras and Credits

<table>
<thead>
<tr>
<th>Values</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

Total Miscellaneous Extras and Credits: $ -

- Total Value of Completed Work: $ 220,012.00
- Deduct Retainage: $ 22,001.20
- Balance Due on Completed Work: $ 198,010.80

### Miscellaneous Debits

<table>
<thead>
<tr>
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<tbody>
<tr>
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<tr>
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<tr>
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</tbody>
</table>

Total Miscellaneous Debits: $ -

- Net Amount Due: $ 198,010.80

---

**Signed:**

Resident Engineer/Consultant: 
Signed: 

CITY OF DEKALB
Local Agency: 
Approved: 

Local Agency: 

**Approved:**

Jerry Smith

**Date:**

5/6/19

**Mayor:**

5/2/2019

5/6/19

Title: 

Page 2 of 2

SLR 13230 (Rev 09/24/12)
## Bill To
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

<table>
<thead>
<tr>
<th>P.O. No.</th>
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<tr>
<td>19002</td>
<td>2019 Water Main Improve...</td>
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</tbody>
</table>

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<td>220,012.00</td>
<td>220,012.00</td>
</tr>
<tr>
<td></td>
<td>Amount to be Retained (-10%)</td>
<td>-22,001.20</td>
<td>-22,001.20</td>
</tr>
</tbody>
</table>

Total $198,010.80

REMIT PAYMENT TO: Performance Construction & Engineering, LLC., 217 W. John Street, Plano, IL 60545

Signature

4/22/2019  Pay Req #1
WAIVER OF LIEN TO DATE

STATE OF ILLINOIS |
) SS |
COUNTY OF Kendall

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

to furnish

for the premises known as

of which

The undersigned, for and in consideration of

$198,010.80 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do(es) hereby waive and

I release any and all lien or claim to, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. *INCLUDING EXTRAS.*

Given under my hand this 4/22/19

Signature:

LONNIE AVERY, P.E., PRESIDENT

---

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS |
) SS |
COUNTY OF Kendall

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that she/he is

Who is the contractor for the

and owned by

That the total amount of the contract including extras is

$743,500.00

on which we have invoiced for a partial payment of

None prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

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<tr>
<th>NAMES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE</th>
<th>AMOUNT PREVIOUSLY INVOICED</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
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<td>PERFORMANCE CONSTRUCTION &amp; ENGINEERING, LLC</td>
<td>Stock supplies completely paid for and labor</td>
<td>$637,274.96</td>
<td></td>
<td>129,251.06</td>
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<td>Hard Rock</td>
<td>Material</td>
<td>950.00</td>
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<td>Vulcan Materials Company</td>
<td>Material</td>
<td>592.08</td>
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<td>Welch Brothers, Inc.</td>
<td>Material</td>
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this Monday, April 22, 2019

Signature: LONNIE AVERY, P.E., PRESIDENT

Subscribed and sworn to before me this Monday, April 22, 2019

Signature: Carole L. Parnell

CAROLE L PARNELL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 31, 2021
<table>
<thead>
<tr>
<th>Items</th>
<th>Awarded*</th>
<th>Added</th>
<th>Deducted</th>
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<td>Values</td>
<td>Quantity</td>
<td>Values</td>
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<td>47,000.00</td>
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<tr>
<td>FIRE HYDRANT BARRI EXT</td>
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<td>WATER SERVICE REPL 1&quot; COPPER SHORT SIDE</td>
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<td>TRAFFIC CONTROL &amp; PROTECTION</td>
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<td>ABANDON VALVE VAULT</td>
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<tr>
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<td>0.00</td>
<td>$500.00</td>
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<tr>
<td>$</td>
<td>$</td>
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<tr>
<td>Total Awarded Values</td>
<td>$743,500.00</td>
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<td>$220,012.00</td>
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</tr>
</tbody>
</table>

* FOR DAY LABOR SECTIONS SHOW ESTIMATED QUANTITIES AND VALUES

Page 1 of 2
<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
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<td>$ -</td>
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<tr>
<td>Balance Due on Completed Work</td>
<td>$198,004.80</td>
</tr>
<tr>
<td>Total Miscellaneous Debits</td>
<td>$ -</td>
</tr>
<tr>
<td>Net Amount Due</td>
<td>$198,004.80</td>
</tr>
</tbody>
</table>

Signed: [Signature]  
Jason Stoll  
Resident Engineer/Consultant  
CITY OF DEKALB  
5/2/2019  
Date

Approved: [Signature]  
Jerry Smith  
Local Agency  
5-6-19  
Date
Performance Construction & Engineering, LLC
217 W. John Street
Plano, IL 60545

**Invoice**

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
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<tbody>
<tr>
<td>4/22/2019</td>
<td>Pay Req #1</td>
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**Bill To**

City of DeKalb
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REMIT PAYMENT TO: Performance Construction & Engineering, LLC., 217 W. John Street, Plano, IL 60545

**Total**

$198,010.80
WAIVER OF LIEN TO DATE

STATE OF ILLINOIS} 
} SS 
COUNTY OF Kendall

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of DeKalb

to furnish 2019 Water Main Improvements

for the premises known as DeKalb, IL

of which City of DeKalb is the owner.

The undersigned, for and in consideration of One Hundred Ninety Eight Thousand Ten Dollars and 80/100

$198,910.80 Dollars, and other good and valuable considereation, the receipt whereof is hereby acknowledged do(es) hereby waive and

I release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereof, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. *INCLUDING EXTRAS*.

Given my hand this 4/22/19

Signature: LONNIE AVERY, P.E., PRESIDENT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS} 
} SS 
COUNTY OF Kendall

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that she/he is LONNIE AVERY, P.E., PRESIDENT of PERFORMANCE CONSTRUCTION & ENGINEERING, LLC

Who is the contractor for the on the site located at City of DeKalb DeKalb, IL

and owned by City of DeKalb

That the total amount of the contract including extras is $743,500.00 on which we have invoiced for a partial payment of None prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

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<td>Material</td>
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this Monday, April 22, 2019

Signature: LONNIE AVERY, P.E., PRESIDENT

Subscribed and sworn to before me this Monday, April 22, 2019

Signature: Carole L. Parnell

CAROLE L. PARNELL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires August 31, 2021
# Engineer’s Payment Estimate

**Project Name:** 2019 Water Main Improvements  
**County:** Dekalb  
**Local Agency:**  
**Project # / Loan #:** 19-180 / L17-5473  
**Estimate No.:** 1  
**From:** 4/8/2019  
**To:** 4/19/2019  
**Payable To:** Performance Construction & Engineering LLC  
**Address:** 217 W. John Street, Plano, IL 60545

<table>
<thead>
<tr>
<th>Items</th>
<th>Awarded*</th>
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<th>Completed</th>
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<td>Quantity</td>
<td>Values</td>
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<td>Quantity</td>
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<tr>
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<td>135</td>
<td>$12,150.00</td>
<td>30.00</td>
<td>$90.00</td>
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<tr>
<td>WATERMAIN OPEN CUT 6&quot; DI</td>
<td>3090</td>
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<td>1,292.50</td>
<td>$95.00</td>
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<td>$8,400.00</td>
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<td>ADDITIONAL WATERMAIN FITTINGS RUT</td>
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<td>$2,500.00</td>
<td>391.00</td>
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<td>$4,700.00</td>
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<td>WATER SERVICE REPL. 1' COPPER LONG SIDE</td>
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**Total Awarded Values:** $743,550.00  
**Total Completed Values:** $220,012.00

*For Day Labor Sections Show Estimated Quantities and Values*
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<tr>
<th>Miscellaneous Extras and Credits</th>
<th>Values</th>
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<tr>
<td>Total Value of Completed Work</td>
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<td>Deduct Retainage</td>
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<td>Balance Due on Completed Work</td>
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<table>
<thead>
<tr>
<th>Miscellaneous Debits</th>
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<td>Net Amount Due</td>
<td>$ 198,010.80</td>
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Signed: [Signature]
Resident Engineer/Consultant

Approved: [Signature]
Local Agency

Date: 5/2/2019

Dates: 5-6-19
# Invoice

**Date**: 4/22/2019  
**Invoice #:** Pay Req #1  
**Bill To:**  
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115  

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Project</th>
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<td>19002</td>
<td>2019 Water Main Improve...</td>
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<table>
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<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<tr>
<td></td>
<td>Total Value of Completed Work</td>
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<td>220,012.00</td>
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<td>Amount to be Retained (-10%)</td>
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<td>-22,001.20</td>
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</table>

**Total**  
$198,010.80

REMIT PAYMENT TO: Performance Construction & Engineering, LLC., 217 W. John Street, Plano, IL 60545
WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF Kendall

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

City of DeKalb

to furnish

2019 Water Main Improvements

for the premises known as

DeKalb, IL

of which

City of DeKalb

is the owner.

The undersigned, for and in consideration of

$198,010.80, Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do(es) hereby waive and

release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. *INCLUDING EXTRAS*.

Given under my hand this 4/22/19

Signature:

LONNIE AVERY, P.E., PRESIDENT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF Kendall

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that she/he is

LONNIE AVERY, P.E., PRESIDENT of PERFORMANCE CONSTRUCTION & ENGINEERING, LLC

Who is the contractor for the

City of DeKalb

and owned by

City of DeKalb

on the site located at

DeKalb, IL

That the total amount of the contract including extras is

$743,500.00

on which we have invoiced for a partial payment of

None

prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

<table>
<thead>
<tr>
<th>NAMES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE</th>
<th>AMOUNT PREVIOUSLY INVOICED</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
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<tbody>
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<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>743,500.00</td>
<td></td>
<td>198,010.80</td>
<td></td>
</tr>
</tbody>
</table>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this Monday, April 22, 2019

Signature: LONNIE AVERY, P.E., PRESIDENT

Subscribed and sworn to before me this Monday, April 22, 2019

Signature: Carole L. Parnell

CAROLE L. PARNELL
Notary Public, State of Illinois
My Commission Expires August 31, 2021
## Engineer's Payment Estimate

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<tr>
<th>Item</th>
<th>2019 WATER MAIN IMPROVEMENTS</th>
<th>DeKalb</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>19-180 / L17-5473</td>
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### Payable To: Performance Construction & Engineering, LLC
Address: 217 W. John Street, Pekin, IL 61554

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<thead>
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<th>Item</th>
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<th>Added</th>
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<th>Completed</th>
<th>Values</th>
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<tbody>
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<td>Values</td>
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<td>$2,700.00</td>
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<td>$3,850.00</td>
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<td><strong>SANITARY SEWER SERVICE REPAIR</strong></td>
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<td>$2,250.00</td>
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<td>0.00</td>
<td>$1,500.00</td>
<td>$</td>
</tr>
<tr>
<td><strong>SEWER REMOVAL &amp; REPLACEMENT 12&quot; DI STORM SEWER</strong></td>
<td>28</td>
<td>$2,800.00</td>
<td>0.00</td>
<td>$100.00</td>
<td>$</td>
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**Total Awarded Values**: $743,500.00  
**Total Completed Values**: $220,012.00

*FOR DAY LABOR SECTIONS SHOW ESTIMATED QUANTITIES AND VALUES*
<table>
<thead>
<tr>
<th>Description</th>
<th>Values</th>
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<tr>
<td>Total Miscellaneous Extras and Credits</td>
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<td>Total Value of Completed Work</td>
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<td>Deduct Retainage</td>
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<td>Balance Due on Completed Work</td>
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<table>
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<th>Description</th>
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<tr>
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Signed: [Signature]  
Resident Engineer/Consultant  
CITY OF DEKALB  
Date: 5/2/2019

Approved: [Signature]  
Local Agency  
Date: 5/6/19
Performance Construction & Engineering, LLC
217 W. John Street
Plano, IL 60545

Bill To
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

<table>
<thead>
<tr>
<th>P.O. No.</th>
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<td>19002</td>
<td>2019 Water Main Improve...</td>
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<th>Amount</th>
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REMIT PAYMENT TO: Performance Construction & Engineering, LLC., 217 W. John Street, Plano, IL 60545

Total $198,010.80
WAIVER OF LIEN TO DATE

STATE OF ILLINOIS} 
} SS
COUNTY OF Kendall)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of DeKalb

to furnish

for the premises known as 2019 Water Main Improvements

of which City of DeKalb is the owner.

The undersigned, for and in consideration of One Hundred Ninety Eight Thousand Ten Dollars and 80/100

$ 198,010.80 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do(es) hereby waive and

I release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. *INCLUDING EXTRAS*.

Given under my hand this 4/22/19

Signature: LONNIE AVERY, P.E. PRESIDENT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS} 
} SS
COUNTY OF Kendall)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that she/he is LONNIE AVERY, P.E., PRESIDENT of PERFORMANCE CONSTRUCTION & ENGINEERING, LLC

Who is the contractor for the City of DeKalb on the site located at DeKalb, IL.

and owned by City of DeKalb

That the total amount of the contract including extras is $743,500.00 on which we have invoiced for a partial payment of None prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

<table>
<thead>
<tr>
<th>NAMES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE</th>
<th>AMOUNT PREVIOUSLY INVOICED</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
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<td>196,010.88</td>
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</table>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this Monday, April 22, 2019

Signature: LONNIE AVERY, P.E. PRESIDENT

Subscribed and sworn to before me this Monday, April 22, 2019

Signature: CAROLE L. PARNELL

CAROLE L. PARNELL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires August 31, 2021
## Illinois Department of Transportation

**Engineer’s Payment Estimate**

**Estimate No.** 1  
**Payable To:** Performance Construction & Engineering, LLC  
**Address:** 217 W. John Street, Polo, IL 61064

### 2019 WATER MAIN IMPROVEMENTS

**County:** DeKalb  
**Project # / Loan #:** T8-180 / L17-5473

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**Total Awarded Values:** $743,500.00  
**Total Completed Values:** $220,012.00

*FOR DAY LABOR SECTIONS SHOW ESTIMATED QUANTITIES AND VALUES*
<table>
<thead>
<tr>
<th>Miscellaneous Extras and Credits</th>
<th>Values</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Miscellaneous Debits $</td>
<td>-</td>
</tr>
<tr>
<td>Net Amount Due $ 198,010.80</td>
<td></td>
</tr>
</tbody>
</table>

Signed: [Signature]
Resident Engineer/Consultant

City of DeKalb
Local Agency

Approved: [Signature]

Date: 5/2/2019

Date 5-6-19
# Invoice

**Performance Construction & Engineering, LLC**  
217 W. John Street  
Plano, IL 60545

**Bill To**
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>19002</td>
<td>2019 Water Main Improve...</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Value of Completed Work</td>
<td>220,012.00</td>
<td>220,012.00</td>
</tr>
<tr>
<td></td>
<td>Amount to be Retained (-10%)</td>
<td>-22,001.20</td>
<td>-22,001.20</td>
</tr>
</tbody>
</table>

**Total**  
$198,010.80

REMIT PAYMENT TO: Performance Construction & Engineering, LLC., 217 W. John Street, Plano, IL 60545
WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)  
) SS
COUNTY OF Kendall)  

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of DeKalb

to furnish

for the premises known as

DeKalb, IL

of which

City of DeKalb

is the owner.

The undersigned, for and in consideration of

$198,010.80

Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do(es) hereby waive and

I release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. "INCLUDING EXTRAS".

Given under my hand this 4/23/19

Signature: LONNIE AVERY, P.E., PRESIDENT

---

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)  
) SS
COUNTY OF Kendall)  

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he/she is

LONNIE AVERY, P.E., PRESIDENT of PERFORMANCE CONSTRUCTION & ENGINEERING, LLC

Who is the contractor for the

City of DeKalb

and owned by

City of DeKalb

on the site located at

DeKalb, IL

That the total amount of the contract including extras is

$743,500.00

on which we have invoiced for a partial payment of

None

prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

<table>
<thead>
<tr>
<th>NAMES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE</th>
<th>AMOUNT PREVIOUSLY INVOICED</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERFORMANCE CONSTRUCTION &amp; ENGINEERING, LLC</td>
<td>Stock supplies completely paid for and labor</td>
<td>$637,274.96</td>
<td>129,251.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hard Rock</td>
<td>Material</td>
<td>950.00</td>
<td>950.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LaFarge</td>
<td>Material</td>
<td>532.78</td>
<td>532.78</td>
<td></td>
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</tr>
<tr>
<td>Mid American Water, Inc.</td>
<td>Material</td>
<td>74,910.60</td>
<td>37,455.30</td>
<td>37,455.30</td>
<td></td>
</tr>
<tr>
<td>Mol Trucking, Inc.</td>
<td>Trucking</td>
<td>21,115.25</td>
<td>21,115.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vulcan Materials Company</td>
<td>Material</td>
<td>592.08</td>
<td>592.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welch Brothers, Inc.</td>
<td>Material</td>
<td>8,124.33</td>
<td>8,124.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>743,500.00</td>
<td>198,010.80</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

Monday, April 22, 2019

Signature: LONNIE AVERY, P.E., PRESIDENT

Subscribed and sworn to before me this

Monday, April 22, 2019

Signature: CAROLE L. PARNELL

CAROLE L. PARNELL  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
August 31, 2021
REQUEST FOR LOAN DISBURSEMENT
ILLINOIS WATER REVOLVING LOAN FUND

Loan Recipient: City of DeKalb
Loan #: L17-5473
Request #: 1
Date: 5/2/2019

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report total cumulative costs incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

<table>
<thead>
<tr>
<th>Eligible Budget</th>
<th>Total Cumulative Costs Incurred to Date</th>
<th>Total Cumulative Eligible Costs Incurred to Date</th>
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<tbody>
<tr>
<td>Legal/Administrative</td>
<td>$13,000.00</td>
<td></td>
</tr>
<tr>
<td>Design Engineering</td>
<td>$122,670.00</td>
<td></td>
</tr>
</tbody>
</table>

Construction Engineering
- Performance Const. & Eng. LLC: $743,500.00
  - $220,012.00
  - $220,012.00

Other:

TOTAL COSTS TO DATE: $220,012.00
Less Retainage
- Performance Const. & Eng. LLC: $22,001.20
  - $22,001.20

Less Paid with Other Funding Sources

NET DISBURSEMENT REQUESTED: $198,010.80

Please complete, print, sign, scan, and email to EPA.LoanMgmt@illinois.gov
FOR AGENCY USE ONLY

Prepared by ___________________________ Date ___________________________
Approved by __________________________ Date ___________________________

Rev. 11/2018
REQUEST FOR LOAN DISBURSEMENT  
ILLINOIS WATER REVOLVING LOAN FUND  

Request # 1  

Please indicate compliance with the following by marking the checkbox:

| ✔️ | This disbursement request constitutes a report in accordance with Section 4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705/4(b)(2)) and is intended to describe the progress of the project and the expenditure of the loan funds related thereto. |
| ✔️ | The ordinance authorizing entry into the loan agreement or dedicating the source of revenue has not been amended or superseded substantively or materially without the prior written consent of the Illinois EPA. If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve are in accordance with 35 Ill. Adm. Code 365.940 or 662.930. |
| ✔️ | A separate accounting is being maintained of loan receipts and expenditures, and to record the dedicated revenues for loan repayment. Accounts used for these funds are being maintained in accordance with Generally Accepted Accounting Principles (GAAP). |
| ✔️ | No refunds, rebates, or credits have been received by the loan recipient. |
| ✔️ | The loan recipient agrees to maintain all books and records pertaining to this project in accordance with Generally Accepted Accounting Principles (GAAP) and for a period not less than three years from the date of the final loan amendment, and maintain all records pertaining to the issuance of bonds and the repayment of this loan for a period of not less than three years from the final repayment date. |
| ✔️ | The loan recipient acknowledges that disbursements may include federal funds from capitalization grants for the Clean Water or Drinking Water State Revolving Fund which the Illinois EPA receives from the U.S. Environmental Protection Agency. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act. |
| ✔️ | The loan recipient is in compliance with the wage rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3, and 5). **Certified payroll records for the time period covered by the submitted invoices are being maintained and are available for review.** |
| ✔️ | Engineering charges have been reviewed, and are reasonable, supported, and separated with documentation and in accordance with the approved engineering contract. The loan recipient acknowledges that **no construction observation charges after the approved final completion date are eligible** for loan reimbursement. |
| ✔️ | Each prime contractor has current and appropriate insurance coverage including workman's compensation, public liability and property damage, fire, and extended coverage including "All Risk" type of Builder's Risk Insurance. |
| ✔️ | Flood insurance has been acquired and maintained on eligible insurable structures under construction pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain. |
| ✔️ | This is a **first** or **final** disbursement request and the additional checklist has been completed and submitted. |

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, a true and accurate request for disbursement, that it is made in accordance with the conditions of the loan for the project, and that I am authorized to request disbursement on behalf of the borrower.

Authorized Representative  
Signed: ____________________________  
Date: 5-6-19  
Title: Mayor

(Print or Type)

Please complete, print, sign, scan, and email to EPA.LoanMgmt@illinois.gov

Rev. 11/2018
REQUEST FOR LOAN DISBURSEMENT
ILLINOIS WATER REVOLVING LOAN FUND

FIRST DISBURSEMENT CHECKLIST

Please indicate compliance with the following by marking the checkbox:

- [ ] Executed construction contract documents have been submitted to Illinois EPA and include the nondiscrimination clause, Davis-Bacon language, and Davis-Bacon wage rate tables.
- [ ] Performance and payment bonds (dated not earlier than the date of the executed contract), certificate of insurance with the loan recipient as an additional insured, and notice to proceed have been submitted to the Illinois EPA.
- [ ] Copies of agreements or grants providing other funding for this project have been submitted to the Illinois EPA. An allocation of funds from the other funding sources will be provided with each loan disbursement request.
- [ ] The public notification/signage requirement has been met and the Certificate of Completion has been submitted to the Illinois EPA.

FINAL DISBURSEMENT CHECKLIST

Please indicate compliance with the following by marking the checkbox:

- [ ] If construction has been completed, the newly-constructed facility is being operated in accordance with the provisions of the Clean Water Act or Safe Drinking Water Act, Illinois Environmental Protection Act and all regulations adopted thereunder.
- [ ] Change orders for final quantities have been submitted to the Illinois EPA and match the contractor's final costs.
- [ ] If standard condition 8 of your loan agreement requires a final inspection, the appropriate Illinois EPA regional field office has been notified in writing of the completion of construction, plans of record have been forwarded to that office, and a final inspection has been requested. A copy of the request for inspection has already been provided to the Post-Construction Unit or is included with the final disbursement request.
- [ ] Proof of flood insurance has been submitted to the Illinois EPA pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain.

AFTER FINAL DISBURSEMENT

Within 30 days after the warrant (check) from the State Comptroller has been issued, the recipient will submit to the Illinois EPA:

- [ ] Final lien waivers from all primary contractors.
- [ ] Certification by the recipient that all bills have been paid.
- [ ] Certification by the recipient of training and operation and maintenance documents.
- [ ] Release discharging the State of Illinois, its officers, agents, and employees from all liabilities, obligations, and claims arising out of the project work.
- [ ] If the loan application for a treatment works (WPC) project was received after September 30, 2014, certification by the recipient that a Fiscal Sustainability Plan has been developed and implemented in accordance with the Water Resources Reform and Development Act (WRRDA) of 2014.

Rev. 11/2018
Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report total cumulative costs incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

<table>
<thead>
<tr>
<th>Eligible Budget (per loan agreement +/- IEPA approved change orders)</th>
<th>Total Cumulative Costs Incurred to Date</th>
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<tbody>
<tr>
<td>Legal/Administrative</td>
<td>$13,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Design Engineering</td>
<td>$122,670.00</td>
<td>-</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Construction (before retainage)</td>
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</tr>
<tr>
<td>- List each contractor separately</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Performance Const. &amp; Eng. LLC</td>
<td>$743,500.00</td>
<td>$220,012.00</td>
</tr>
</tbody>
</table>

Other:

TOTAL COSTS TO DATE

| | $220,012.00 | $220,012.00 |

Less Retainage

| | - | - |
| - List each contractor separately | - | - |
| Performance Const. & Eng. LLC | $22,001.20 | $22,001.20 |

Less Paid with Other Funding Sources

| | - | - |

Less Total Interest Earned on Invested Funds

| | - | - |

Less Total Disbursements to Date

| | - | - |

Less Rounding adjustment for bonds (if necessary)

| | - | - |

NET DISBURSEMENT REQUESTED

| | - | $198,010.80 |

Please complete, print, sign, scan, and email to EPA.LoanMgmt@illinois.gov

FOR AGENCY USE ONLY

Prepared by

Date

Approved by

Date

Rev. 11/2018
REQUEST FOR LOAN DISBURSEMENT
ILLINOIS WATER REVOLVING LOAN FUND

Request # 1 Loan # L17-5473

Please indicate compliance with the following by marking the checkbox:

☑ This disbursement request constitutes a report in accordance with Section 4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705/4(b)(2)) and is intended to describe the progress of the project and the expenditure of the loan funds related thereto.

☑ The ordinance authorizing entry into the loan agreement or dedicating the source of revenue has not been amended or superseded substantively or materially without the prior written consent of the Illinois EPA. If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve are in accordance with 35 Ill. Adm. Code 365.940 or 662.930.

☑ A separate accounting is being maintained of loan receipts and expenditures, and to record the dedicated revenues for loan repayment. Accounts used for these funds are being maintained in accordance with Generally Accepted Accounting Principles (GAAP).

☑ No refunds, rebates, or credits have been received by the loan recipient.

☑ The loan recipient agrees to maintain all books and records pertaining to this project in accordance with Generally Accepted Accounting Principles (GAAP) and for a period not less than three years from the date of the final loan amendment, and maintain all records pertaining to the issuance of bonds and the repayment of this loan for a period of not less than three years from the final repayment date.

☑ The loan recipient acknowledges that disbursements may include federal funds from capitalization grants for the Clean Water or Drinking Water State Revolving Fund which the Illinois EPA receives from the U.S. Environmental Protection Agency. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act.

☑ The loan recipient is in compliance with the wage rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3, and 5). Certified payroll records for the time period covered by the submitted invoices are being maintained and are available for review.

☑ Engineering charges have been reviewed, and are reasonable, supported, and separated with documentation and in accordance with the approved engineering contract. The loan recipient acknowledges that no construction observation charges after the approved final completion date are eligible for loan reimbursement.

☑ Each prime contractor has current and appropriate insurance coverage including workman's compensation, public liability and property damage, fire, and extended coverage including "All Risk" type of Builder's Risk Insurance.

☑ Flood insurance has been acquired and maintained on eligible insurable structures under construction pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain.

☑ This is a first or final disbursement request and the additional checklist has been completed and submitted.

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, a true and accurate request for disbursement, that it is made in accordance with the conditions of the loan for the project, and that I am authorized to request disbursement on behalf of the borrower.

Authorized Representative: ☑️ Jerry Smith (Print or Type) Date: ☑️ 5-10-19
Title: ☑️ Mayor

Please complete, print, sign, scan, and email to EPA.LoanMgmt@illinois.gov

Rev. 11/2018
REQUEST FOR LOAN DISBURSEMENT
ILLINOIS WATER REVOLVING LOAN FUND

FIRST DISBURSEMENT CHECKLIST

Please indicate compliance with the following by marking the checkbox:

☑ Executed construction contract documents have been submitted to Illinois EPA and include the non-discrimination clause, Davis-Bacon language, and Davis-Bacon wage rate tables.

☑ Performance and payment bonds (dated not earlier than the date of the executed contract), certificate of insurance with the loan recipient as an additional insured, and notice to proceed have been submitted to the Illinois EPA.

☑ Copies of agreements or grants providing other funding for this project have been submitted to the Illinois EPA. An allocation of funds from the other funding sources will be provided with each loan disbursement request.

☑ The public notification/signage requirement has been met and the Certificate of Completion has been submitted to the Illinois EPA.

FINIAL DISBURSEMENT CHECKLIST

Please indicate compliance with the following by marking the checkbox:

☐ If construction has been completed, the newly-constructed facility is being operated in accordance with the provisions of the Clean Water Act or Safe Drinking Water Act, Illinois Environmental Protection Act and all regulations adopted thereunder.

☐ Change orders for final quantities have been submitted to the Illinois EPA and match the contractor's final costs.

☐ If standard condition 8 of your loan agreement requires a final inspection, the appropriate Illinois EPA regional field office has been notified in writing of the completion of construction, plans of record have been forwarded to that office, and a final inspection has been requested. A copy of the request for inspection has already been provided to the Post-Construction Unit or is included with the final disbursement request.

☐ Proof of flood insurance has been submitted to the Illinois EPA pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain.

AFTER FINAL DISBURSEMENT

Within 30 days after the warrant (check) from the State Comptroller has been issued, the recipient will submit to the Illinois EPA:

☐ Final lien waivers from all primary contractors.

☐ Certification by the recipient that all bills have been paid.

☐ Certification by the recipient of training and operation and maintenance documents.

☐ Release discharging the State of Illinois, its officers, agents, and employees from all liabilities, obligations, and claims arising out of the project work.

☐ If the loan application for a treatment works (WPC) project was received after September 30, 2014, certification by the recipient that a Fiscal Sustainability Plan has been developed and implemented in accordance with the Water Resources Reform and Development Act (WRRDA) of 2014.

Rev. 11/2018
Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

REQUEST FOR LOAN DISBURSEMENT
ILLINOIS WATER REVOLVING LOAN FUND

<table>
<thead>
<tr>
<th>Loan Recipient</th>
<th>City of DeKalb</th>
<th>Loan #</th>
<th>L17-5473</th>
<th>Service Dates for this Request From</th>
<th>4/8/2019</th>
<th>Request #</th>
<th>1</th>
<th>Date</th>
<th>5/2/2019</th>
</tr>
</thead>
</table>

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

<table>
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<td>$743,500.00</td>
<td>$220,012.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$220,012.00</td>
</tr>
</tbody>
</table>

Other:                                                                 |

**TOTAL COSTS TO DATE**                                               | $220,012.00                           | $220,012.00                                   |

Less Retainage - List each contractor separately                       |                                        |                                               |
| Performance Const. & Eng. LLC                                        | $22,001.20                            | $22,001.20                                   |

Less Paid with Other Funding Sources                                  |
| Less Total Interest Earned on Invested Funds                        |                                        |                                               |
| Less Total Disbursements to Date                                    |                                        |                                               |
| Less Rounding adjustment for bonds (if necessary)                   |                                        |                                               |
| **NET DISBURSEMENT REQUESTED**                                      |                                        | $198,010.80                                  |

Please complete, print, sign, scan, and email to [EPA.LoanMgmt@illinois.gov](mailto:EPA.LoanMgmt@illinois.gov)

FOR AGENCY USE ONLY

Prepared by                                                             | Date |
|-----------------------------------------------------------------------|------|

Approved by                                                            | Date |

Rev. 11/2018
REQUEST FOR LOAN DISBURSEMENT
ILLINOIS WATER REVOLVING LOAN FUND

Request # 1
Loan # L17-5473

Please indicate compliance with the following by marking the checkbox:

- [x] This disbursement request constitutes a report in accordance with Section 4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705/4(b)(2)) and is intended to describe the progress of the project and the expenditure of the loan funds related thereto.

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- [x] The loan recipient agrees to maintain all books and records pertaining to this project in accordance with Generally Accepted Accounting Principles (GAAP) and for a period not less than three years from the date of the final loan amendment, and maintain all records pertaining to the issuance of bonds and the repayment of this loan for a period of not less than three years from the final repayment date.

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- [x] Flood insurance has been acquired and maintained on eligible insurable structures under construction pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain.

- [x] This is a first or final disbursement request and the additional checklist has been completed and submitted.

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, a true and accurate request for disbursement, that it is made in accordance with the conditions of the loan for the project, and that I am authorized to request disbursement on behalf of the borrower.

Authorized Representative: Terry Smith
Title: MACP
Date: 5-6-19

Please complete, print, sign, scan, and email to EPA.LoanMgmt@illinois.gov

Rev. 11/2018
REQUEST FOR LOAN DISBURSEMENT  
ILLINOIS WATER REVOLVING LOAN FUND  

FIRST DISBURSEMENT CHECKLIST  

Please indicate compliance with the following by marking the checkbox:  

| ✓ Executed construction contract documents have been submitted to Illinois EPA and include the non-discrimination clause, Davis-Bacon language, and Davis-Bacon wage rate tables. |
| ✓ Performance and payment bonds (dated not earlier than the date of the executed contract), certificate of insurance with the loan recipient as an additional insured, and notice to proceed have been submitted to the Illinois EPA. |
| ✓ Copies of agreements or grants providing other funding for this project have been submitted to the Illinois EPA. An allocation of funds from the other funding sources will be provided with each loan disbursement request. |
| ✓ The public notification/signage requirement has been met and the Certificate of Completion has been submitted to the Illinois EPA. |

FINAL DISBURSEMENT CHECKLIST  

Please indicate compliance with the following by marking the checkbox:  

- If construction has been completed, the newly-constructed facility is being operated in accordance with the provisions of the Clean Water Act or Safe Drinking Water Act, Illinois Environmental Protection Act and all regulations adopted thereunder.  
- Change orders for final quantities have been submitted to the Illinois EPA and match the contractor's final costs.  
- If standard condition 8 of your loan agreement requires a final inspection, the appropriate Illinois EPA regional field office has been notified in writing of the completion of construction, plans of record have been forwarded to that office, and a final inspection has been requested. A copy of the request for inspection has already been provided to the Post-Construction Unit or is included with the final disbursement request.  
- Proof of flood insurance has been submitted to the Illinois EPA pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain.  

AFTER FINAL DISBURSEMENT  

Within 30 days after the warrant (check) from the State Comptroller has been issued, the recipient will submit to the Illinois EPA:  

- Final lien waivers from all primary contractors.  
- Certification by the recipient that all bills have been paid.  
- Certification by the recipient of training and operation and maintenance documents.  
- Release discharging the State of Illinois, its officers, agents, and employees from all liabilities, obligations, and claims arising out of the project work.  
- If the loan application for a treatment works (WPC) project was received after September 30, 2014, certification by the recipient that a Fiscal Sustainability Plan has been developed and implemented in accordance with the Water Resources Reform and Development Act (WRRDA) of 2014.  

Rev. 11/2018
## Certified Payroll Report

**Contractor**
Performance Construction & Engineering, LLC
217 W. John Street
Plano, IL 60545

**Project**
City of DeKalb: 2019 Water Main Replacement PO19002
200 S. Fourth Street
DeKalb, IL 60115

### Payroll Number
1

### For Week Ending
4/14/2019

### Total Deductions

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</table>
1. Carole Pernell, Administrative Assistant, do hereby state:

(1) That I pay or supervise the payment of the persons employed by Performance Construction & Engineering, LLC on the project City of DeKalb 2019 Water Main Replacement PO19002, that during the payroll period commencing on Apr-08, 2019 and ending on Apr-14, 2019 all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Performance Construction & Engineering, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (40 Stat. 948, 63 Stat. 103, 72 Stat. 987; 76 Stat 357; 40 U.S.C. 276b), and described below:

(2) That any payroll(s) otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
\[\square\] In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
\[\square\] Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

<table>
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<th>Exception (Brief)</th>
<th>Explanation</th>
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Remark:

Name and Title
Carole Pernell, Administrative Assistant

Signature

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.
## Certified Payroll Report

**Contractor:** Performance Construction & Engineering, LLC  
217 W. John Street  
Plano, IL 60545

**Project:** City of DeKalb 2019 Water Main Replacement PO19002  
DeKalb, IL 60115

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May 02, 2019

1. Carol Parnell, Administrative Assistant, do hereby state:

(1) That I pay or supervise the payment of the persons employed by Performance Construction & Engineering, LLC, in the project City of DeKalb 2019 Water Main Replacement PO19092; that during the payroll period commencing on Apr-15, 2019 and ending on Apr-21, 2019 all persons employed on the said project have been paid the full weekly wages earned, to which no rebates have been or will be made either directly or indirectly to or on behalf of said Performance Construction & Engineering, LLC, from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations Part 3 (26 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 687, 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payroll otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rate paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

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<th>Exception (Code)</th>
<th>Explanation</th>
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Remarks:

Name and Title
Carol Parnell, Administrative Assistant

Signature:

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.