

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
AUGUST 5, 2024
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Consent Agenda By Omnibus Vote**

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If anyone wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately.

A. Payment of Bills.

B. Approval of minutes June 25, 2024 Committee of the Whole Meeting, July 1, 2024 Regular City Council Meeting.

6. **Ordinances and Resolutions**

7. **Bids**

Approval of bid from Plocher Construction Company for the 145-Influent Pumping Station Upgrade in an amount not to exceed \$1,499,000.00.

8. **Reports**

9. **New Business/Communications**

A. Approval of the purchase of a new DYNAPAC CC950 Steel Roller from ALTA Equipment Company in an amount not to exceed \$33,010.60.

B. Approval of an Economic Development Grant to Mystic Greenz/Ind. Capital, LLC for front entrance repair/replacement in an amount not to exceed \$7,500.00.

C. Approval of Fencing and Automatic Gate Operators in an amount not to exceed \$108,591.12.

10. **Announcements**

11. **Possible Executive Session**

12. **Adjournment**

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's Office at 217-735-2815 or cityclerk@lincolnil.gov no later than 48 hours prior to the meeting time.

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, June 25, 2024

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:03 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Aldерwoman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Aldерwoman Wanda Lee Rohlf, Ward 3
Aldерwoman Rhonda O'Donoghue, Ward 4

Staff Present:

Peggy Bateman, City Clerk
John Hoblit, City Attorney
Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Ty Johnson, Fire Chief
Joe Meister, Police Chief

Remote:

Chuck Conzo, City Treasurer

Absent:

Alderman Craig Eimer, Ward 4
Andrew Bowns, Veolia Water, Project Manager

Presiding:

Mayor Tracy Welch

The Council had a moment of silence for Gene Warnisher (employee with the Street & Alley Dept), Joan Ritter (former Aldерwoman and Mayor) and Jean Gossett (resident heavily involved with the community).

Public Comment:

There is no one present for public comment.

Request from Cale West with PRYNT Digital to permit: Mustang 60th Celebration with Ford Motor Company Saturday, July 27, 2024 from 9am – 1pm.

Roughly 65 people coming from other states with Mustangs. The group plans to have food trucks and will look into getting porta pots.

This item will be placed on the consent agenda.

Economic Development Commission Grant Approvals-

Hild Brothers Construction – 118 N McLean roof replacement \$7,500.00

John Agee/Agee Farms – 1240 Keokuk St beam replacement \$7,500.00
MLWH LLC – 1200 N Logan St roof replacement \$7,500.00
Chuck Glass – 221 S. Sherman St front entrance doors & windows \$7,390.00
These items will be placed separately on the regular agenda.

Demolition of 513 N Madison St

The property owner is deceased. This property had been an eyesore and dumping ground for decades. The home is beyond repair. The demo went out for bid with Harold Goodman coming in with the lowest bid.
This item will be placed on the regular agenda.

Purchase of 718 S. College St

The city has been mowing this property since 2010. There was a house on it that the city demoed in 2012. A few months ago, an individual squatted on the property and destroyed it. A lot of city time and money has gone in to this property. Once purchased, the city could potentially donate it to Habitat or CIVC tiny homes. The Logan County Trustee agreed to take it off the auction and sell it to us for \$800.
This item will be placed on the regular agenda.

An ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) in one or more series of the City of Lincoln, Logan County, Illinois is an aggregate principal amount not to exceed \$6,000,000 for the purpose of financing the costs of various capital related items within the city and paying for costs related thereto.

The \$6,000,000 upper amount and there may not be a need to use all of this. This bond will be for 5th Street Road. This amount can be spread over separate bonds. And this ordinance will be approving this process.
This item will be placed on the regular agenda

Assignment of interest for 112-116 S. Chicago Street

The person that purchased these properties is not in a place to move forward with the plan agreed upon at purchase. They could not obtain the insurance needed There is another group that is interested in the building can obtain the insurance. The plans are similar to the current owner's plans. They also plan to use the same demo company to demo the back park of 116.
This item will be placed on the regular agenda.

Mayor Welch moved on to other items on the agenda.

Announcements:

- Mayor Welch thanked everyone involved with 3rd Fridays
- Family Fun Day has been rescheduled for June 29th at Postville park
- Juneteenth was a well-attended, fun, successful event.
-

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Parrott motioned to adjourn, seconded by Alderman Sanders. All were in favor. Mayor Welch adjourned the meeting at 6:50 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, July 1, 2024

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 6:00pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

- Alderdwoman Robin McClallen, Ward 1
- Alderman Steve Parrott, Ward 1
- Alderman David Sanders, Ward 2
- Alderman Sam Downs, Ward 2
- Alderman Kevin Bateman, Ward 3
- Alderdwoman Wanda Lee Rohlfs, Ward 3
- Alderdwoman Rhonda O'Donoghue, Ward 4

Staff Present:

- Peggy Bateman, City Clerk
- Chuck Conzo, City Treasurer
- John Hoblit, City Attorney
- Joe Meister, Police Chief
- Ty Johnson, Fire Chief
- Walt Landers, Streets Superintendent
- Wes Woodhall, Building and Safety Officer
- Andrew Bowns, Veolia Water, Project Manager

Absent:

- Alderman Craig Eimer, Ward 4

Presiding:

- Tracy Welch, Mayor

Public Comment:

Todd Henry – Lincoln Work Camp 2024

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes for May 14, 2024 Committee of the Whole, May 20, 2024 Regular City Council Meeting, May 28, 2024 Committee of the Whole Meeting, June 3, 2024 Regular City Council Meeting, June 11, 2024 Committee of the Whole Meeting, June 17, 2024 Regular City Council Meeting

C. Request from Cale West with PRYNT Digital to close various streets Saturday, July 27, 2024 from 9am – 1pm for the Mustang 60th Celebration with Ford Motor Company.

Alderdwoman O'Donoghue made the motion to approve, Alderdwoman Rohlfs seconded. Mayor Welch called for discussion.

There is another event being held downtown on the same day. The request is to move the street closure from Kickapoo St to Broadway St. so that both events can run smoothly.

The council was in agreement to keep the road closures the same for safety and less confusion. City Hall will also work more closely with the downtown businesses for events not to double up.

There being no other discussion, City Clerk Bateman called roll.

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman David Sanders

Nays: (0)

Abstain: (1) Alderwoman Robin McClallen

Absent: (1) Alderman Craig Eimer

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions:

A. An ordinance 2024-1029 authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) in one or more series of the City of Lincoln, Logan County, Illinois in an aggregate principal amount not to exceed \$6,000,000 for the purpose of financing the costs of various capital related items within the City and paying for costs related thereto.

Alderman Sanders made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion

This is the process needed to fund the 5th St Road project. The City will not use this all at once. The project will be done in phases over a minimum of 2 years.

There being no other discussion, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, , Alderman David Sanders, Alderwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

B. An ordinance 2024-1030 authorizing the purchase of real estate known as 718 S. College St.

Alderwoman O'Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman David Sanders, Alderwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

Bids:

A. Approval of bid from Harold Goodman Inc. for the demolition and removal of the property at 513 N. Madison St. in an amount not to exceed \$5,200.00.

Alderman Sanders made the motion to approve, Alderwoman Rohlfs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman David Sanders, Alderwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

New Business/Communications:

A. Approval of Economic Development Grant to Hild Brothers Construction 118 N. McLean for roof replacement in an amount not to exceed \$7,500.00.

Alderman Downs made the motion to remove the item from the table, Alderman Sanders seconded. City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman David Sanders, Alderwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

B. Approval of Economic Development Grant to John Agee/Agee Farms 1240 Keokuk St for beam replacement in an amount not to exceed \$7,500.00.

Alderman Parrott made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion.

Alderwoman Rohlfs will abstain from voting on this item. She does not feel this request is compatible with the other grants the committee has looked at. Alderwoman Rohlfs sits on the Economic Development Committee.

There being no other discussion, City Clerk Bateman called roll.

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderman David Sanders, Alderwoman Robin McClallen, Alderman Kevin Bateman

Nays: (0)

Abstain: (1) Alderwoman Wanda Lee Rohlfs

Absent: (1) Alderman Craig Eimer

C. Approval of Economic Development Grant to MLWH LLC 1200 N Logan for roof replacement in an amount not to exceed \$7,500.00

Alderwoman O'Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman David Sanders, Alderwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

D. Approval of Economic Development Grant to Chuck's Glass 221 S. Sherman for front entrance door & windows in an amount not to exceed \$7,390.00.

Aldерwoman Rohlf s made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Aldерwoman Rhonda O'Donoghue, Aldерwoman Wanda Lee Rohlf s, Alderman Kevin Bateman, Alderman David Sanders, Aldерwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

E. Assignment of Interest for properties at 112 S. Chicago St, 114 S. Chicago St, and 116 S. Chicago St.

Alderman Bateman made the motion to approve, Aldерwoman O'Donoghue seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Aldерwoman Rhonda O'Donoghue, Aldерwoman Wanda Lee Rohlf s, Alderman Kevin Bateman, Alderman David Sanders, Aldерwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

Mayor Welch moved on to other items on the agenda.

Announcements:

- Ribbon cut tomorrow at the Oasis.
- Family Fun Day was a HOT, fun event. The Police Department plans to do more events in the future.
- Two races coming up. Regular race on Friday. Big televised raced will be on Monday.
- A portion of Washington St for a sewer repair.

Executive Session 2C11 Litigation and 2C1 Personnel:

There being no further announcements to come before the council, Alderman Parrott made the motion to move into Executive Session, seconded by Alderman Downs. City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Aldерwoman Rhonda O'Donoghue, Aldерwoman Wanda Lee Rohlf s, Alderman Kevin Bateman, Alderman David Sanders, Aldерwoman Robin McClallen

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Craig Eimer

The Council recessed from the Regular City Council meeting at 6:45pm in order to enter Executive Session. Mayor Welch announced there would be no further city business conducted upon reconvening.

Return from Executive Session:

The council reconvened from Executive Session at 7:52pm in order to reconvene the Regular City Council Meeting. Roll call was taken.

Present:

Alderwoman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderwoman Rhonda O'Donoghue, Ward 4

Absent:

Alderman Craig Eimer, Ward 4

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderwoman McClallen motioned to adjourn, seconded by Alderwoman Rohlfs. Mayor Welch adjourned the meeting at 7:52 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns

Meeting Date: July 23, 2024

RE: 145 - Influent Pumping Station Upgrade

Background

The City has commissioned a Capital Improvement Plan(CIP) by CMT for required plant upgrades. The first phase of this plan is to upgrade the influent pumping station. The bid opening for the first phase of construction took place on 7/16/24. There were 4 bids received from Plocher's Construction, Petersburg Plumbing, Leander Construction, and River City Construction. Plocher's Construction was the low bidder with a bid of \$1,499,000.00. A more thorough cost analysis of the individual bids is available on the attached letter from Crawford, Murphy, & Tilly.

Analysis/Discussion:

The largest purchase items for this upgrade are a new bar screen, replacement of all parts of the grit system that were not upgraded during the CSO upgrade, isolation gates, the SCADA network that controls all of the machinery in the influent pumping station, and the alarm system. The low bid received at \$1,499,000.00 was nearly a 50% increase from the projected cost. This increase cannot be currently absorbed without adjusting the appropriations amendment, prior to passing. The sewer enterprise fund currently has \$7,549,303.24 in reserve. An increase of \$500,000.00 to the "50-7200-7860 Capital Expense - Equipment" line item, bringing the total line item expense to \$1,980,000.00 will be able to support this phase of construction as well as the other planned expenditures from this line item. Rebidding this project will have no beneficial financial impact to the bids received. Rebidding this project with a reduced scope will have no beneficial impact to the bids received, due to all of these upgrades being required for wastewater treatment facility operations. Below you will find pictures of the existing equipment and a short synopsis.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
SAM DOWNS
DAVID SANDERS

THIRD WARD
WANDA ROHLFS
KEVIN BATEMAN

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

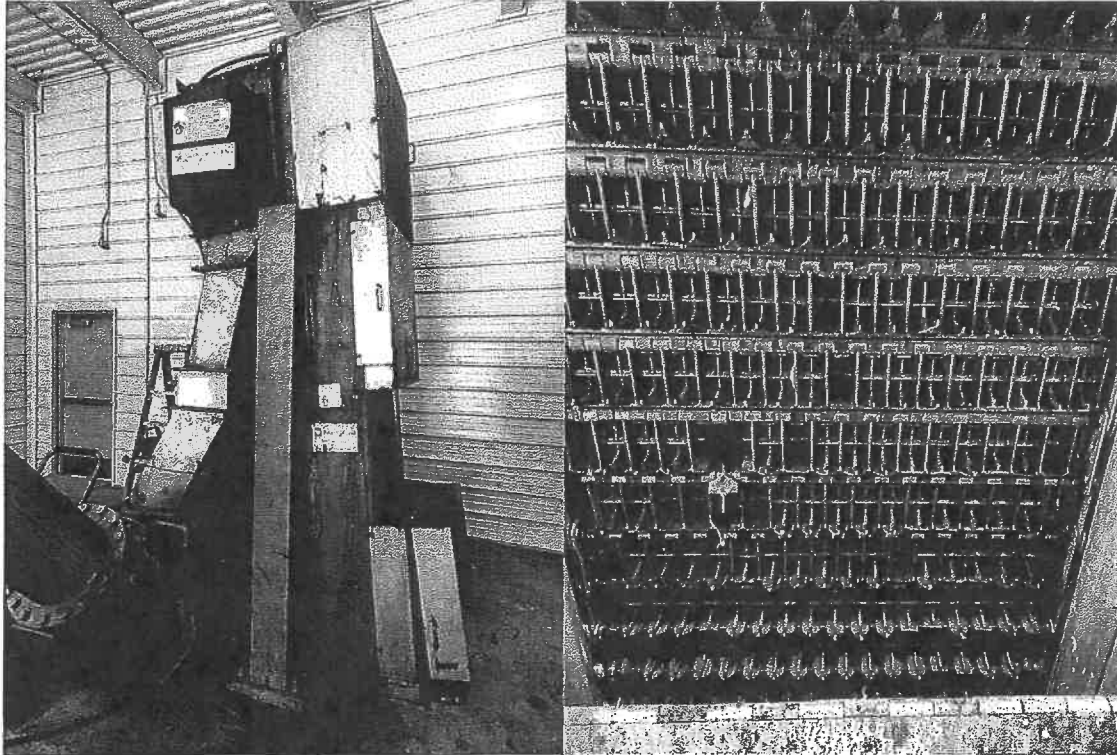
TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY

Bar Screen:



The bar screen removes heavier wastes from entering the plant and disrupting or damaging any equipment further in the process. The unit pictured above is what is currently installed in the influent pumping station at the sewer plant, and was installed in 2001. The picture on the right shows the "belt" of articulating teeth that remove the debris from the stainless steel slats that the waste gets caught on. The bar screen extends below the floor in the picture by about 20 feet. It is a very large piece of equipment that is only able to be removed or installed by crane. The new barscreen will have a stainless steel "belt" as opposed to the plastic "belt" pictured. This piece of equipment provides longevity to every other piece of equipment that is farther along in the process. The compactor that was installed in the Combined Sewer Overflow upgrade in 2022 will be reused with the new bar screen installation.

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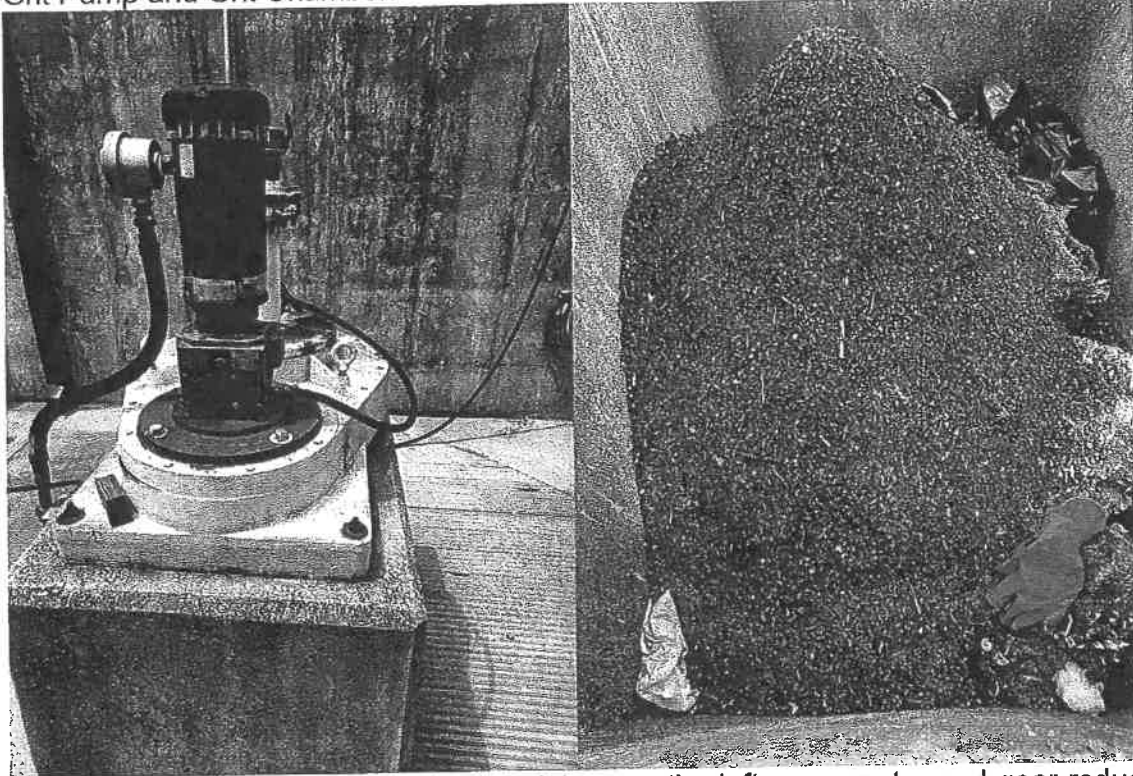
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CITY ATTORNEY

Grit Pump and Grit Chamber:



The pieces of equipment seen in the picture on the left are a motor and gear reducer that spin a propeller that causes all of the sand, grit, and rock to “fall” out of the waste stream. When this debris “falls” out of the waste stream it settles into a cone at the bottom of the picture under the grating and is pumped out to the grit classifier, installed during the Combined Sewer Overflow upgrade In 2022, where it is dewatered into the material you see in the right picture. The amount of waste seen in the picture on the right is typical for 1 day of waste removal in this process. This waste stream produces approximately 1 yard of material every day that is brought into the plant by the collections system.

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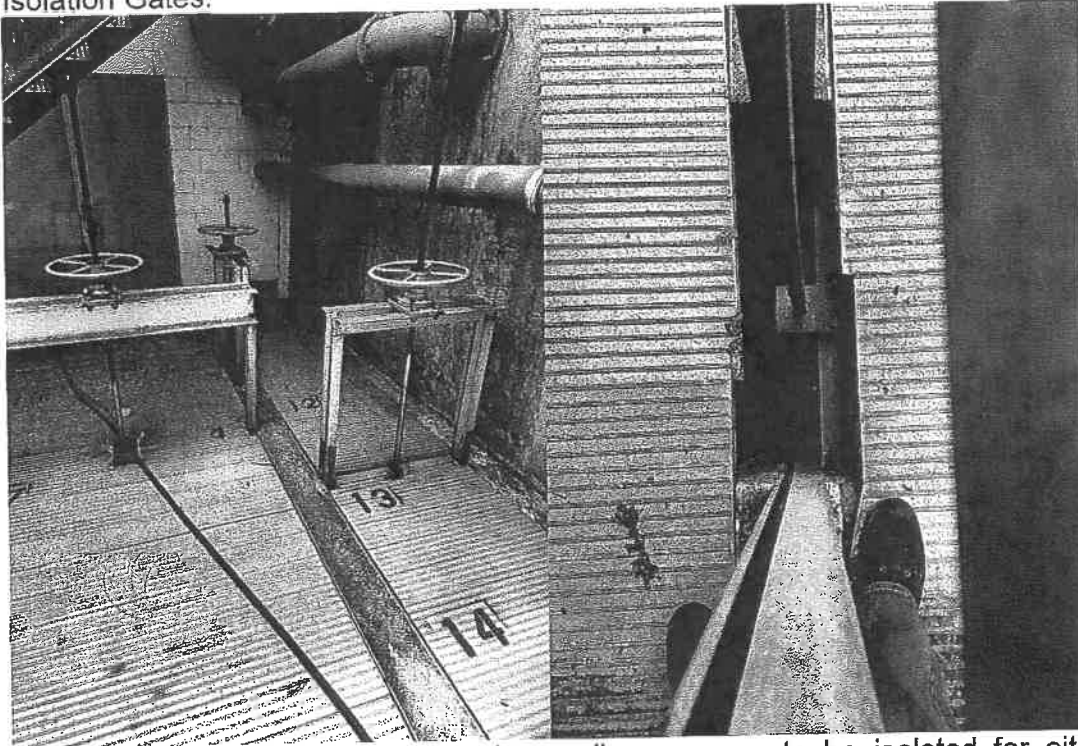
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CITY ATTORNEY

Isolation Gates:



The isolation gates represented above allow process to be isolated for either bypass purposes or maintenance purposes. The gates currently installed are not able to completely stop the flow requiring extensive man hours and labor for rudimentary maintenance activities. The influent gate that controls the amount of flow being let into the sanitary plant, as opposed to being diverted to the storm plant, will also be replaced. This gate is the only gate that can shut off flow to the plant in the event that it is needed. The gate currently installed is only able to shut off approximately 85% of the flow. When the last bar screen repair took place it was nearly impossible to complete due to not being able to temporarily shut off the flow.

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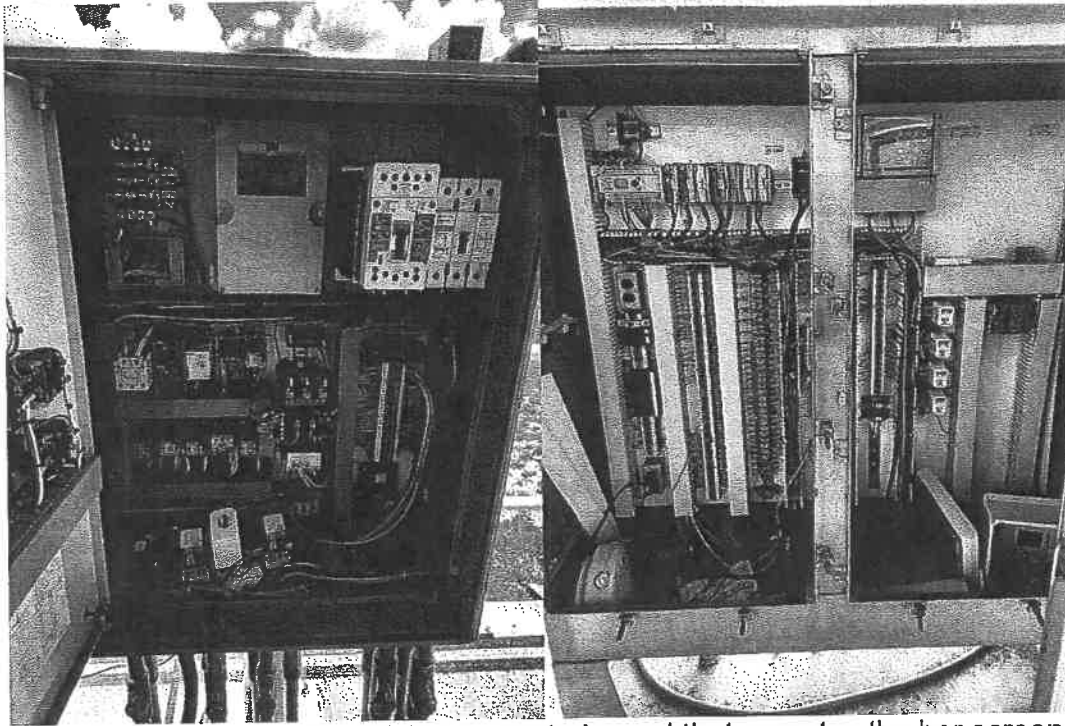
TRACY WELCH
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CITY ATTORNEY

SCADA Network and Alarm System:



The above picture on the left is one control panel that operates the bar screen. The picture on the right is a picture of the current SCADA cabinet that contains the programmable logic controller, input cards, output card, relays, and intrinsic barriers. The picture on the right relays all of the 40+ alarms for the influent pumping station.

Fiscal Impact:

\$1,499,000.00 to be expensed from "50-7200-7860 Capital Expense - Equipment"

Council Recommendation:

Approve the attached bid for \$1,499,000.00 from Plocher's Construction for the upgrade to the 145 - Influent Pumping Station.

CITY COUNCIL

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FOURTH WARD
RHONDA
CRAIG EIMER



July 18, 2024

Honorable Tracy Welch and City Council Members
City of Lincoln
700 Broadway Street
Lincoln, Illinois, 62656

Re: **Headworks Improvements Bid Evaluation**

Dear Mr. Welch and City Council Members:

Crawford, Murphy and Tilly, Inc. (CMT) has reviewed the four (4) bids that were received on July 16, 2024 for the Headworks Improvements project. CMT has reviewed the bids according to the requirements set forth by the Contract Documents, and the apparent low responsive/responsible bidder is Plocher Construction with a lump sum base bid of \$1,499,000. All four bids were within 12% of each other, as shown in the table below.

Bidder	Bid Price (amount above the low bid)
Plocher	\$1,499,000
Henson Robinson	\$1,585,679 (+\$86,679)
Leander	\$1,636,900 (+137,900)
River City Construction	\$1,679,000 (+180,000)

The low bid amount of \$1,499,000 was more than our opinion of probable construction cost. We believe the difference between our opinion of cost and the bid is attributable to a few things. The bypass pumping that is required at the beginning of the construction sequencing is very costly, and the cost of the necessary electrical improvements was higher than anticipated. Both are likely due to the ever-increasing costs of labor, material, and equipment. With all four bids being within 12%, we feel that the City received good bids, but they just happen to be higher than expected. A rebid of the project would not be beneficial to the City because the proposed improvements are all necessary and there are no items in the scope that can easily be removed to have a substantial reduction in the overall cost.

CMT has worked with Plocher Construction on numerous wastewater and water treatment projects for 20 years. Plocher also constructed the CSO Improvements project at the City's Wastewater Treatment Plan in 2022. There has never been an unresolved dispute or complaints of excessive change order requests. The work has been completed in a timely fashion with excellent workmanship. CMT recommends the City of Lincoln make an award of the Headworks Improvement project to Plocher Construction.

If the City agrees with our recommendation, please execute a copy of the *Notice of Award* and we will forward on to Plocher Construction. Should the City have any questions regarding this evaluation, please contact me at 217-572-1112 to discuss.

Crawford, Murphy & Tilly

Centered in Value



Sincerely,

Shannon Brady, Project Manager

PLOCHER
construction

www.plocherco.com

City of Lincoln City Hall
700 Broadway Street
Lincoln, IL 62656

2406 Plocher Plocher Road - Highland, IL 62249
618-549-4088 F-618-549-4151

RECEIVED

BIDDING REQUIREMENTS

Document 00 41 00 – Lump Sum Bid Form

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***City of Lincoln
Headworks Improvements
700 Broadway Street
Lincoln, IL 62656***

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>One</u>	<u>June 27, 2024</u>
<u>Two</u>	<u>July 9, 2024</u>
<u>Three</u>	<u>July 10, 2024</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price for Base Bid	\$ 1,499,000. ⁰⁰
---------------------------------	-----------------------------

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Document 00 41 00 Lump Sum Bid Form;
 - B. Document 00 43 13 Bid Bond (or other Bid Security);
 - C. Document 00 43 25 Proposed Product Substitutions (if any);
 - D. Document 00 43 36 Proposed Subcontractors;
 - E. Document 00 45 13 Qualifications Statement;
 - F. Document 00 45 14 Affidavit of Experience
 - G. Document 00 45 19 Non-Collusion Affidavit
 - H. Document 00 45 46 Bidders Certification

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 10 – BID SUBMITTAL

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

Plocher Construction Company, Inc.

By: 
[Signature]

[Printed name] Rachelle Lengermann, President

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

Attest: 
[Signature]

[Printed name] Lisa Scholl

Title: Corporate Secretary

Submittal Date: 7/16/2024

Address for giving notices:

Plocher Construction Company, Inc.

2808 Thole Plocher Road

Highland, IL 62249

Telephone Number: 618-654-9408

Fax Number: 618-654-6454

Contact Name and e-mail address: Rachelle Lengermann

mlengermann@plocherco.com

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

BIDDING REQUIREMENTS

Document 00 43 13 – Bid Bond

BID BOND

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

BIDDER (Name and Address):

Plocher Construction Company, Inc.
2808 Thole-Plocher Road
Highland, Illinois 62249

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER City of Lincoln:

700 Broadway Street
Lincoln, Illinois 62656

BID

Bid Due Date: July 16, 2024
Description *Headworks Upgrade*:

BOND

Bond Number: n/a -- Bid Bond
Date: July 16, 2024
Penal sum Ten Percent of the amount bid \$ 10%

(Words)

(Figures)

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

BIDDER

Plocher Construction Company, Inc. (Seal)

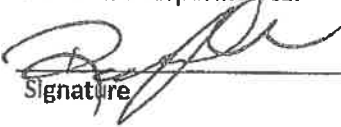
SURETY

Travelers Casualty and Surety Company of America (Seal)

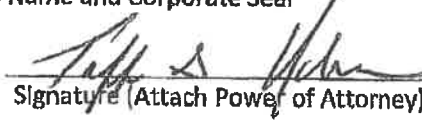
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

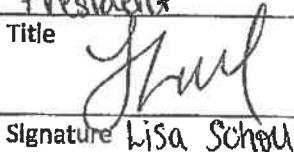
Rachelle Lengermann
Print Name

Taffra S. Holman
Print Name

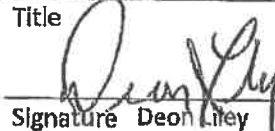
President
Title

Attorney-in-Fact
Title

Attest:


Signature Lisa Schou

Attest:


Signature Deon Wiley

Corporate Secretary
Title

Witness
Title

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

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

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



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Taffra S. Holman of **DES PERES**, Missouri, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

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



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 16th day of July, 2024 .




Kevin E. Hughes, Assistant Secretary

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

BIDDING REQUIREMENTS
Document 00 43 13 – Bid Bond

BID BOND

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

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER City of Lincoln:

BID

Bid Due Date:

Description *Headworks Upgrade*:

BOND

Bond Number:

Date:

Penal sum _____ \$ _____

(Words)

(Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

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

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

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

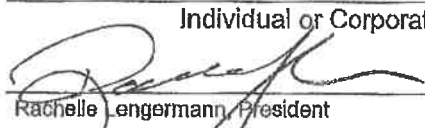
BIDDING REQUIREMENTS

Document 00 43 25 - Proposed Product Substitutions

- 1.01 The Total Base Bid Amount includes only those products specified in the Bidding Documents. Following is a list of substitute products which Bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Total Bid Amount.
- 1.02 Bidder understands that the acceptance of any proposed substitution is at the Owner's option. Approval or rejection of any substitutions listed below will be indicated after executing the Contract.
- 1.03 **PRODUCT SUBSTITUTION LIST**

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 1.04 Bidder's proposal shall be in accordance with the provisions of Section 01 60 00 - Product Requirements.
- 1.05 **EVALUATION**
 - A. Contract award will be made in accordance with Instructions to Bidders. Only the successful Bidder's Proposed Product Substitution List will be evaluated.
- 1.06 **SIGNATURE OF BIDDER**

By _____ Plocher Construction Company, Inc.
Individual or Corporate Name

Rachelle Lengermann, President
Address _____ 2808 Thole Plocher Road
_____ Highland, IL 62249

END OF DOCUMENT 00 43 25

BIDDING REQUIREMENTS

Document 00 43 36 -- Proposed

Subcontractors

1.01 The following information gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the Bidder is awarded the Contract. No subcontractor doing work in excess of ten percent (10%) of the total amount of the bid and who is not listed shall be used.

A. Type of Work: SCADA / INTEGRATION

Dollar Value of Work: \$184,149.21

Name: ScadaWare

Address: _____
Street City Normal, IL

B. Type of Work: ELECTRICAL

Dollar Value of Work: \$241,650.00

Name: Egizzi

Address: _____
Street City Springfield, IL

C. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____
Street City

D. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____
Street City

- E. Type of Work: _____
Dollar Value of Work: _____
Name: _____
Address: _____
Street City
- F. Type of Work: _____
Dollar Value of Work: _____
Name: _____
Address: _____
Street City
- G. Type of Work: _____
Dollar Value of Work: _____
Name: _____
Address: _____
Street City

1.02 SIGNATURE OF BIDDER

By _____
Plocher Construction Company, Inc.
Individual or Corporate Name

(Signature of Authorized Individual)
Rachelle Lengermann, President
(Name of Authorized Individual)
Address 2808 Thole Plocher Road
Highland, IL 62249

END OF DOCUMENT 00 43 36

BIDDING REQUIREMENTS
Document 00 45 13 – Qualifications Statement
QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. **SUBMITTED BY:**
Official Name of Firm: Plocher Construction Company, Inc.
Address: 2808 Thole Plocher Road
Highland, IL 62249

2. **SUBMITTED TO:** City of Lincoln, Illinois
3. **SUBMITTED FOR:** Lincoln Headworks Improvement
Owner: City of Lincoln, Illinois
Project Name: Lincoln Headworks Improvement

- TYPE OF WORK:**

4. **CONTRACTOR'S CONTACT INFORMATION**
Contact Person: Rachelle Lengermann
Title: President
Phone: 618-654-9408
Email: mlengermann@plocherco.com

5. **AFFILIATED COMPANIES:**

Name: N/A
Address: _____

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership: _____
Name of General Partner(s): _____

CORPORATION

State of Organization: Illinois

Date of Organization: 12-1991

Executive Officers:

- President: Rachelle Lengermann

- Vice President(s): Rachelle Lengermann

- Treasurer: Lisa Scholl

- Secretary: Lisa Scholl

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: Illinois
Type of License: Corporation
License Number: N/A
Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Travelers Casualty & Surety Company of America
Address: One Tower Square
Hartford, Connecticut 06183
Bonding Agent: USI Midwest, Inc.
Address: 308 North 21st Street
St. Louis, MO 63103
Contact Name: Taffra Holmann
Phone: 314-342-7106
Aggregate Bonding Capacity: \$400,000,000.00
Available Bonding Capacity as of date of this submittal: \$160,000,000.00

10. FINANCIAL INFORMATION UPON REQUESTED

Financial Institution: FCB Bank, Highland Branch
Address: 111 Walnut Street
Highland, IL 62249
Account Manager: Wayne Steiner
Phone: 618-651-9090

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer; Joshua Koebbe

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years. **OSHA 300 Logs are attached for PCCI. Subcontractors/Suppliers will be provided upon successful negotiations

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2023</u>	EMR	<u>0.66</u>
YEAR	<u>2022</u>	EMR	<u>0.63</u>
YEAR	<u>2021</u>	EMR	<u>0.61</u>
YEAR	<u>2020</u>	EMR	<u>0.61</u>
YEAR	<u>2019</u>	EMR	<u>0.60</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>see attached</u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>see attached</u>	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular Industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>see attached</u>	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. **EQUIPMENT:**

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Plocher Construction Company, Inc.
BY: 
TITLE: Rachelle Lengemann, President
DATED: 7/16/2024

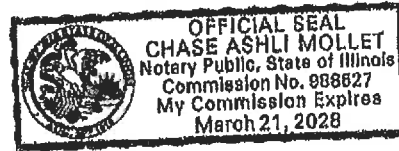
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 17th DAY OF July, 2024

NOTARY PUBLIC - STATE OF Illinois
MY COMMISSION EXPIRES: 3/21/2028

Chase Ashli Mollet

REQUIRED ATTACHMENTS



1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached "Jobs In Progress"	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached "Major Jobs Last Five Years"	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
See attached "Contractors Schedule of Equipment"			

BIDDING REQUIREMENTS
Document 00 45 14 - Affidavit of Experience
(This Affidavit must be executed)

STATE OF Illinois)
) SS
COUNTY OF Madison)

Rachelle Lengeremann being duly sworn,
says that he is President of
(Sole Owner, Member of Firm, Corporate Official)

Plocher Construction Company, Inc. which
(Individual, Firm or Corporate Name)

has done work for the following parties of the general kind and approximate magnitude required under this contract:

See attached "Major Jobs Last Five Years"

an that Plocher Construction Company, Inc. owns or has available for
(He, Said Firm Said Corporation)
Immediate use on the proposed work the following plant and equipment:

See attached "Contractors Schedule of Equipment"

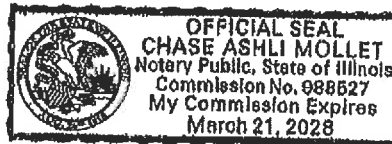
and that Darren Montgomery will be assigned to the work under
(Name of Superintendent)
this contract, and that his experience in this kind of work is as follows:

See attached resumes for Superintendent, Darren Montgomery, and Project Manager, Kaleb Kampwerth.

Signature Rachelle Lengeremann
Rachelle Lengeremann, President

Subscribed and sworn to before me this 16th day of July A.D. 2024,
Chase Ashli Mollet (SEAL)
Notary Public

END OF DOCUMENT 00 45 14



BIDDING REQUIREMENTS

Document 00 45 19 - Non-Collusion Affidavit

(This Affidavit must be executed)

STATE OF Illinois)
) SS
COUNTY OF Madison)

Rachelle Lengermann

being first duly sworn, deposes and says that he is President

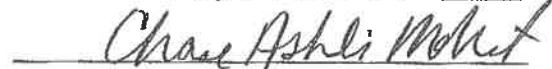
(Sole Owner, a Partner, President, Secretary, etc.) of Plocher Construction Company, Inc.

Rachelle Lengermann the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.



Rachelle Lengermann, President/Affiant

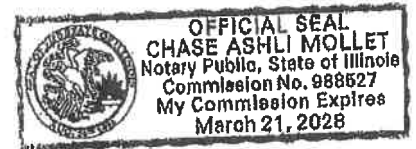
Subscribed and sworn to before me this 16th day of July, 2024.



Chase Ashli Mollet
Notary Public

My Commission Expires: 3/21/2028

END OF DOCUMENT 00 45 19



BIDDING REQUIREMENTS

Document 00 45 46 – Bidder's Certification

IN COMPLIANCE WITH ARTICLE 33E TO THE "CRIMINAL CODE OF 1961"

I Rachelle Lengermann, do hereby certify that:
Name

1. I am President of the Plocher Construction Company, Inc.
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

Name of Firm Plocher Construction Company, Inc.

Signature

Title Rachelle Lengermann, President

Date 7/16/2024

Corporate Seal (where appropriate)

On this 16th day of July, 2024,

before me appeared (Name) Rachelle Lengermann
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did

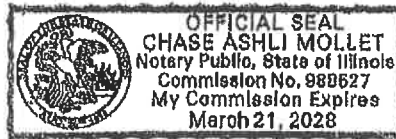
state that he or she was properly authorized by (Name of Firm) Plocher Construction Company, Inc.

_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission Expires 3/21/2028

Notary Seal



END OF DOCUMENT 00 45 46

BIDDING REQUIREMENTS

Document 00 45 90 -Substance Abuse
Prevention on Public Works Projects Act

EMPLOYMENT

(820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act.

(820 Works (Source: P.A. 95-635, eff. 1-1-08.)	ILCS Projects	265/1) Public Act.
------------------------------------------------------	------------------	--------------------------

(820 ILCS 265/5)

Sec. 5. Definitions. As used in this Act:

"Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted in death, personal injury, or property damage and that occurred while the employee was performing work on a public works project.

"Alcohol" means any substance containing any form of alcohol including, but not limited to, ethanol, methanol, propanol, and isopropanol.

"Alcohol concentration" means: (1) the number of grams of alcohol per 210 liters of breath; or (2) the number of grams of alcohol per 100 milliliters of blood.

"Drug" means a controlled substance as defined in the Illinois Controlled Substances Act or cannabis as defined in the Cannabis Control Act for which testing is required by an employer under its substance abuse prevention program under this Act. The term "drug" includes prescribed medications not used in accordance with a valid prescription.

"Employee" means a laborer, mechanic, or other worker employed in any public works by anyone under a contract for public works.

"Employer" means a contractor or subcontractor performing a public works project.

"Public works" and "public body" have the meanings ascribed to those terms in the Prevailing Wage Act.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 (Source: P.A. 95-635, eff. 1-1-08.)	ILCS	265/10) 0.02.
---------------------------------------------	------	------------------

Sec. 10. Substance abuse prohibited. No employee may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. An employee is considered to be under the influence of alcohol for purposes of this Act if the alcohol concentration in his or her blood or breath at the time alleged as shown by analysis of the employee's blood or breath is at or above

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

(A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.

(B) A prohibition against the actions or conditions specified in Section 10.

(C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

(D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2) (A) and (2) (B) of Section 20.

(2) Reasonable suspicion testing. An employee whose Supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse. The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee. (Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/20)

Sec. 20. Employee access to project.

(1) An employer may not permit an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under Section 15 to perform work on a public works project until the employee meets the conditions specified in subdivisions (2) (A) and (2) (B). An employer shall immediately remove an employee from work on a public works project if any of the following occurs:

(A) The employee violates Section 10, tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

(B) An officer or employee of the contracting agency, preferably one trained to recognize drug and alcohol abuse, has a reasonable suspicion that the employee is in violation of Section 10 and requests the employer to immediately remove the employee from work on the public works project for reasonable suspicion testing.

(2) An employee who is barred or removed from work on a public works project under subsection (1) may commence or return to work on the public works project upon his or her employer providing to the contracting agency documentation showing all of the following:

(A) That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in Section 10.

(B) That the employee has been approved to commence or return to work on the public works project in accordance with the employer's substance abuse prevention program.

(C) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens was conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

(3) Upon successfully completing a rehabilitation program, an employee shall be reinstated to his or her former employment status if work for which he or she is qualified exists.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/25)

Sec. 25. Applicability. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or, if bids are not solicited for the contract, to a contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.
(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/99)

Sec. 99. Effective date. This Act takes effect January 1, 2008.
(Source: P.A. 95-635, eff. 1-1-08.)

BIDDER acknowledges his firm has a written program in place which meets or exceeds the program requirements in the (820 ILCS 265/) Substance Abuse Prevention or Public Works Projects Act.

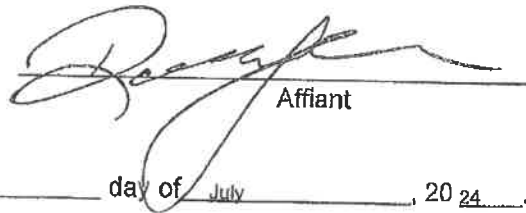
SIGNATURE OF BIDDER

By _____
Plocher Construction Company, Inc.
Individual or Corporate Name

Signature
Rachelle Lengermann, President
Address _____
2808 Thole Plocher Road
Highland, IL 62248

END OF DOCUMENT 00 45 90

1. found to have been part of a pattern of similar violations, or one of three or more similar violations committed within the two years immediately preceding the submission of the bid, or
2. classified by an agency of the state or federal government as serious, or
3. one which threatened the health or safety of the workers employed by the bidder, or
4. one resulting in the payment of back wages and benefits of \$5,000 or more, or
5. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.

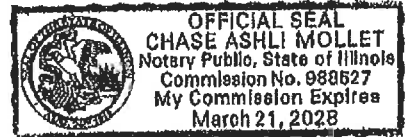

Affiant

Subscribed and sworn to before me this 16th day of July, 2024.


Notary Public

My Commission Expires: 3/21/2028

END OF DOCUMENT 00 45 60



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ACCOUNTING · PAYROLL · TAX

p: (818) 844-8006
f: (818) 844-8094
gateway@hometel.com

Board of Directors
Plocher Construction Company, Inc.
Highland, Illinois

I have audited the accompanying balance sheet of Plocher Construction Company, Inc., an S Corporation, as of December 31, 2022 and 2021, and the related statements of income, stockholder's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audits.

I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audits provide a reasonable basis for my opinion.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Plocher Construction Company, Inc. as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

March 1, 2023

PLOCHER CONSTRUCTION COMPANY, INC.

BALANCE SHEET

Assets

	December 31,	
	2022	2021
Current Assets		
Cash (Note 3)	\$ 12,735,747	\$ 10,112,392
Contract receivables (Note 4)	22,334,118	23,488,879
Costs and estimated earnings in excess of billings on uncompleted contracts (Note 5)	2,757,416	1,866,554
Total Current Assets	<u>\$ 37,827,281</u>	<u>\$ 35,467,825</u>
 Property and Equipment (Note 6)	 5,214,621	 4,691,525
 Total Assets	 <u>\$ 43,041,902</u>	 <u>\$ 40,059,350</u>

Liabilities And Stockholder's Equity

Current Liabilities		
Accounts Payable	\$ 5,771,456	\$ 3,180,822
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 5)	19,360,519	19,729,803
Current maturities of long-term debt (Note 7)	-	-
Accrued expenses	1,499,512	1,224,258
Total Current Liabilities	<u>\$ 26,631,487</u>	<u>\$ 24,134,883</u>
 Long Term Liabilities		
Notes payable (Note 7)	-	-
Total Liabilities	<u>\$ 26,631,487</u>	<u>\$ 24,134,883</u>
 Stockholder's Equity		
Common Stock		
Authorized 30,000 shares of \$1 par value; issued and outstanding 500 shares	500	500
Additional paid-in capital	60,874,345	54,358,798
Retained Earnings	(44,464,430)	(38,434,830)
Total Stockholder's Equity	<u>\$ 16,410,415</u>	<u>\$ 15,924,468</u>
 Total Liabilities And Stockholder's Equity	 <u>\$ 43,041,902</u>	 <u>\$ 40,059,351</u>

PLOCHER CONSTRUCTION COMPANY, INC.

STATEMENT OF STOCKHOLDER'S EQUITY

For The Years Ended December 31, 2022 And 2021

	<u>Common Stock</u>		<u>Additional Paid-In Capital</u>	<u>Retained Earnings (Deficit)</u>	<u>Total Stockholder's Equity</u>
	<u>Shares</u>	<u>Amount</u>			
Balance – January 1, 2021	\$ 500	\$ 500	\$ 48,198,029	\$(32,628,840)	\$ 13,736,234
Capital Contribution			\$ 6,160,769		\$ 6,160,769
Net Income				\$ 6,515,548	\$ 6,515,548
Dividends Paid				\$(12,321,538)	\$(12,321,538)
Balance – December 31, 2021	\$ 500	\$ 500	\$ 54,358,798	\$(38,434,830)	\$ 15,924,468
Capital Contribution			\$ 6,515,548		\$ 6,515,548
Net Income				\$ 7,001,495	\$ 7,001,495
Dividends Paid				\$(13,031,095)	\$(13,031,095)
Balance – December 31, 2022	<u>\$ 500</u>	<u>\$ 500</u>	<u>\$ 60,874,346</u>	<u>\$(44,464,430)</u>	<u>\$ 16,410,416</u>

PLOCHER CONSTRUCTION COMPANY, INC.

STATEMENT OF INCOME

	For The Years Ended December 31,			
	2022		2021	
	Amount	%	Amount	%
Income From Contracts				
Contracts completed	\$14,720,855	9.3%	\$13,409,697	13.1%
Contracts In progress	143,552,601	90.7%	89,208,982	86.9%
Total Income From Contracts	<u>158,273,456</u>	<u>100.0%</u>	<u>102,618,679</u>	<u>100.0%</u>
Contract Costs				
Contracts completed	5,118,490	3.2%	7,180,343	7.0%
Contracts In progress	132,856,610	83.9%	81,280,904	79.2%
Total Contract Costs	<u>137,975,100</u>	<u>87.2%</u>	<u>88,461,247</u>	<u>86.2%</u>
Gross Profit On Contracts	20,298,356	12.8%	14,157,432	13.8%
General And Administrative Expense:	<u>12,718,931</u>	<u>8.0%</u>	<u>11,511,602</u>	<u>11.2%</u>
Income From Operations	7,579,425	4.8%	2,646,829	2.6%
Other Income	<u>(577,930)</u>	<u>-0.4%</u>	<u>3,869,719</u>	<u>3.8%</u>
Net Income	<u>\$7,001,495</u>	<u>4.4%</u>	<u>\$6,515,548</u>	<u>6.3%</u>

PLOCHER CONSTRUCTION COMPANY, INC.

Statement Of Cash Flows

	For the Years Ended	
	December 31,	
	2022	2021
Cash Flows From Operating Activities		
Net Income	\$ 7,001,495	\$ 6,515,548
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	1,763,758	1,950,492
Change in assets and liabilities:		
(Increase) decrease in contract receivables	1,154,761	(1,216,840)
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(890,862)	(1,087,616)
Increase (decrease) in accounts payable and accrued expenses	2,866,888	1,627,259
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	(369,284)	1,021,744
Increase (decrease) in current maturities of long-term debt	0	0
Net Cash Provided by Operating Activities	11,525,756	8,810,587
Cash Flows Used in Investing Activities		
Payments For Equipment	(2,388,854)	(1,547,984)
Cash Flows From Financing Activities		
Increase (decrease) in notes payable	0	(2,361,900)
Capital Contributions	6,515,548	6,160,769
Dividends paid	(13,031,095)	(12,321,538)
Net Cash Provided by Financing Activities	(6,515,547)	(8,522,669)
Net Increase in Cash	2,623,355	(1,260,066)
Cash Beginning Of Year	10,112,392	11,372,458
Cash End Of Year	\$12,735,747	\$10,112,392
Supplemental Disclosure Of Cash Flow Information		
Income and pass through entity taxes paid	\$ 793,679	\$370,478

PLOCHER CONSTRUCTION COMPANY, INC.

NOTES TO FINANCIAL STATEMENTS December 31, 2022 and December 31, 2021

1. Summary Of Significant Accounting Policies

Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition

Revenues from fixed price construction contracts are recognized on the percentage-of-completion method, measured by the percentage of direct costs incurred to date to the total estimated direct costs for each contract. This method is used because management considers expended direct costs to be the best available measure of progress on these contracts.

Contract costs include all direct material, labor and equipment costs incurred. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is accrued.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized. The Company's "operating cycle" is the length of each individual contract. Therefore, the accounts and retentions receivable and payable related to contracts are treated as current items.

Contract Receivables

Contract receivables are stated at the amount management expects to collect from balances outstanding at year end. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year end will be immaterial.

PLOCHER CONSTRUCTION COMPANY, INC.

Notes to Financial Statements (Continued)

Property and Equipment

Property and equipment is carried at cost, less accumulated depreciation. The Company depreciates its property and equipment using the straight-line method over the estimated useful lives of the assets for financial statements and accelerated methods for tax purposes.

2. Operations

Plocher Construction Company, Inc. (the Company) began operations in 1993, with its principal activities being general construction throughout the Midwestern United States.

3. Cash

The Company maintains its cash accounts in one St. Louis, MO area bank. The accounts are in a repurchase agreement/sweep account for which government securities are placed as a guarantee of all the funds in lieu of FDIC insurance. Of the total cash held at the bank of \$12,735,747 and \$10,112,392 at December 31, 2022 and 2021 respectively, there are no uninsured cash balances.

4. Contract Receivables

Contract receivables consist of:

	2022	2021
Completed contracts – current	\$ 2,420,277	\$1,964,234
Uncompleted contracts – current	19,489,585	20,596,583
Retentions	424,256	928,062
	<u>\$ 22,334,118</u>	<u>\$23,488,879</u>

PLOCHER CONSTRUCTION COMPANY, INC.

Notes To Financial Statements (Continued)

5. Costs And Estimated Earnings On Uncompleted Contracts

Costs and estimated earnings on uncompleted contracts consist of:

	2022	2021
Costs incurred on uncompleted contracts	\$209,154,750	\$230,142,449
Estimated earnings	14,596,689	19,920,706
	223,751,439	250,063,155
Less: Billings to date	240,354,542	267,926,404
	\$(16,603,103)	\$ (17,863,249)

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	2,757,416	\$ 1,866,554
Billings in excess of costs and estimated Earnings on uncompleted contracts	(19,366,519)	(19,729,8803)
	\$ (16,603,103)	\$(17,863,249)

6. Property and Equipment

Property and Equipment consists of:

	2022	2021
Construction equipment	\$19,703,104	\$18,362,928
Office Building	586,600	586,600
Vehicles	3,793,778	3,101,666
Office equipment	36,254	36,254
	24,119,736	22,087,448
Less: Accumulated depreciation	18,905,115	17,495,923
	\$5,214,621	\$4,591,525

Depreciation charged against income amounted to \$1,763,758 in 2022 and \$1,950,492 in 2021.

PLOCHER CONSTRUCTION COMPANY, INC.

Notes To Financial Statements *(Continued)*

7. Transactions With Related Party

The Company rents its office facility and warehouse on a month-to-month basis from a related party. Rent expense amounted to \$207,000 in 2022 and \$209,400 in 2021.

8. Income Taxes

Effective January 1, 1997, the Company elected S Corporation status for federal and certain state income tax purposes. As such, the Company is not subject to income taxes, but rather the stockholder reports the Company's taxable income on his income tax returns. Therefore, no liability for federal and certain state income taxes is reflected in the accompanying financial statements.

At December 31, 2022, approximately \$680,000 of retained earnings were accumulated prior to the Subchapter S election and would be subject to taxation for the stockholder in the event of distribution.

9. Backlog

The backlog of contract revenues at December 31, 2022 and 2021 amounted to \$233,997,479 and \$112,700,727 respectively, with an estimated gross income of \$20,305,396 and \$6,626,982, respectively.

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p: (618) 644-5006
f: (618) 644-6094
gateway@hometel.com

Board of Directors
Plocher Construction Company, Inc.
Highland, Illinois

I have audited the accompanying balance sheet of Plocher Construction Company, Inc., an S Corporation, as of December 31, 2021 and 2020, and the related statements of income, stockholder's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audits.

I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audits provide a reasonable basis for my opinion.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Plocher Construction Company, Inc. as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

March 10, 2022

PLOCHER CONSTRUCTION COMPANY, INC.

BALANCE SHEET

Assets

	December 31,	
	2021	2020
Current Assets		
Cash (Note 3)	\$ 10,112,392	\$ 11,372,468
Contract receivables (Note 4)	23,488,879	22,272,039
Costs and estimated earnings in excess of billings on uncompleted contracts (Note 5)	1,866,554	778,938
Total Current Assets	\$ 35,467,826	\$ 34,423,436
 Property and Equipment (Note 6)	 4,591,525	 4,994,034
 Total Assets	 \$ 40,059,351	 \$ 39,417,469

Liabilities And Stockholder's Equity

Current Liabilities		
Accounts Payable	\$ 3,180,822	\$ 2,075,994
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 5)	19,729,803	18,708,059
Current maturities of long-term debt (Note 7)	-	-
Accrued expenses	1,224,258	701,827
Total Current Liabilities	\$ 24,134,883	\$ 21,485,880
 Long Term Liabilities		
Notes payable (Note 7)	-	2,361,900
Total Liabilities	\$ 24,134,883	\$ 23,847,780
 Stockholder's Equity		
Common Stock		
Authorized 30,000 shares of \$1 par value; Issued and outstanding 500 shares	500	500
Additional paid-in capital	54,358,798	48,198,029
Retained Earnings	(38,434,830)	(32,628,840)
Total Stockholder's Equity	\$ 15,924,468	\$ 15,569,689
 Total Liabilities And Stockholder's Equity	 \$ 40,059,351	 \$ 39,417,469

See the accompanying notes to financial statements.

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PLOCHER CONSTRUCTION COMPANY, INC.

STATEMENT OF STOCKHOLDER'S EQUITY

For The Years Ended December 31, 2021 And 2020

	Common Stock		Additional Paid-in Capital	Retained Earnings (Deficit)	Total Stockholder's Equity
	Shares	Amount			
Balance – January 1, 2020	\$ 500	\$ 500	\$ 43,639,343	\$(29,803,609)	\$ 13,736,234
Capital Contribution			\$ 4,658,686		\$ 4,658,686
Net Income				\$ 6,160,769	\$ 6,160,769
Dividends Paid				\$(8,986,000)	\$(8,986,000)
Balance – December 31, 2020	\$ 500	\$ 500	\$ 48,198,029	\$(32,628,840)	\$ 15,569,689
Capital Contribution			\$ 6,160,769		\$ 6,160,769
Net Income				\$ 6,515,548	\$ 6,515,548
Dividends Paid				\$(12,321,538)	\$(12,321,538)
Balance – December 31, 2021	\$ 500	\$ 500	\$ 54,358,798	\$(38,434,830)	\$ 15,924,468

PLOCHER CONSTRUCTION COMPANY, INC.

STATEMENT OF INCOME

	For The Years Ended December 31,			
	2021		2020	
	Amount	%	Amount	%
Income From Contracts				
Contracts completed	\$13,409,897	13.1%	\$10,797,923	7.0%
Contracts in progress	89,208,982	86.9%	143,993,531	93.0%
Total Income From Contracts	102,618,879	100.0%	154,791,454	100.0%
Contract Costs				
Contracts completed	7,180,343	7.0%	5,125,837	3.3%
Contracts in progress	81,280,904	79.2%	133,694,166	86.4%
Total Contract Costs	88,461,247	86.2%	138,820,003	89.7%
Gross Profit On Contracts	14,157,432	13.8%	15,971,451	10.3%
General And Administrative Expense	11,511,602	11.2%	10,835,352	7.0%
Income From Operations	2,645,829	2.6%	5,136,099	3.2%
Other Income	3,869,719	3.8%	1,024,670	0.2%
Net Income	\$8,515,548	6.3%	\$8,160,769	3.4%

PLOCHER CONSTRUCTION COMPANY, INC.

Statement Of Cash Flows

	For the Years Ended	
	December 31,	
	2021	2020
Cash Flows From Operating Activities		
Net Income	\$ 6,515,548	\$ 6,160,769
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	1,950,492	2,086,246
Change in assets and liabilities:		
(Increase) decrease in contract receivables	(1,216,840)	2,475,696
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(1,087,616)	1,818,318
Increase (decrease) in accounts payable and accrued expenses	1,827,259	(2,790,382)
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	1,021,744	(5,819,390)
Increase (decrease) in current maturities of long-term debt	0	0
Net Cash Provided by Operating Activities	8,810,587	3,931,257
Cash Flows Used In Investing Activities		
Payments For Equipment	(1,547,884)	(1,252,509)
Cash Flows From Financing Activities		
Increase (decrease) in notes payable	(2,361,900)	2,361,900
Capital Contributions	6,160,769	4,658,886
Dividends paid	(12,321,538)	(8,986,000)
Net Cash Provided by Financing Activities	(8,522,669)	(1,965,214)
Net Increase In Cash	(1,260,066)	713,334
Cash Beginning Of Year	11,372,458	10,659,124
Cash End Of Year	\$10,112,392	\$11,372,458
Supplemental Disclosure Of Cash Flow Information		
Income taxes paid	\$ 370,478	\$40,835

PLOCHER CONSTRUCTION COMPANY, INC.

NOTES TO FINANCIAL STATEMENTS December 31, 2021 and December 31, 2020

1. Summary Of Significant Accounting Policies

Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition

Revenues from fixed price construction contracts are recognized on the percentage-of-completion method, measured by the percentage of direct costs incurred to date to the total estimated direct costs for each contract. This method is used because management considers expended direct costs to be the best available measure of progress on these contracts.

Contract costs include all direct material, labor and equipment costs incurred. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is accrued.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized. The Company's "operating cycle" is the length of each individual contract. Therefore, the accounts and retentions receivable and payable related to contracts are treated as current items.

Contract Receivables

Contract receivables are stated at the amount management expects to collect from balances outstanding at year end. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year end will be immaterial.

PLOCHER CONSTRUCTION COMPANY, INC.

Notes to Financial Statements (Continued)

Property and Equipment

Property and equipment is carried at cost, less accumulated depreciation. The Company depreciates its property and equipment using the straight-line method over the estimated useful lives of the assets for financial statements and accelerated methods for tax purposes.

2. Operations

Plocher Construction Company, Inc. (the Company) began operations in 1993, with its principal activities being general construction throughout the Midwestern United States.

3. Cash

The Company maintains its cash accounts in one St. Louis, MO area bank. The accounts are in a repurchase agreement/sweep account for which government securities are placed as a guarantee of all the funds in lieu of FDIC insurance. Of the total cash held at the bank of \$10,112,392 and \$11,372,458 at December 31, 2021 and 2020 respectively, there are no uninsured cash balances.

4. Contract Receivables

Contract receivables consist of:

	<u>2021</u>	<u>2020</u>
Completed contracts – current	\$ 1,964,234	\$ 388,895
Uncompleted contracts – current	20,596,583	18,589,302
Retentions	928,062	3,293,842
	<u>\$ 23,488,879</u>	<u>\$22,272,039</u>

PLOCHER CONSTRUCTION COMPANY, INC.

Notes To Financial Statements (Continued)

5. Costs And Estimated Earnings On Uncompleted Contracts

Costs and estimated earnings on uncompleted contracts consist of:

	2021	2020
Costs incurred on uncompleted contracts	\$230,142,449	\$223,199,823
Estimated earnings	19,920,706	16,808,948
	250,063,155	224,880,771
Less: Billings to date	267,926,404	257,937,892
	<u>\$(17,863,249)</u>	<u>\$ (17,929,121)</u>

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	1,866,554	\$ 778,938
Billings in excess of costs and estimated Earnings on uncompleted contracts	(19,729,803)	(18,708,059)
	<u>\$ (17,863,249)</u>	<u>\$(17,929,121)</u>

6. Property and Equipment

Property and Equipment consists of:

	2021	2020
Construction equipment	\$18,362,928	\$17,358,483
Office Building	586,600	586,600
Vehicles	3,101,666	2,969,402
Office equipment	36,254	36,254
	22,087,448	20,950,739
Less: Accumulated depreciation	17,495,923	15,956,705
	<u>\$4,591,525</u>	<u>\$4,994,034</u>

Depreciation charged against income amounted to \$1,950,492 in 2021 and \$2,086,246 in 2020.

PLOCHER CONSTRUCTION COMPANY, INC.

Notes To Financial Statements *(Continued)*

7. Transactions With Related Party

The Company rents its office facility and warehouse on a month-to-month basis from a related party. Rent expense amounted to \$209,400 in 2021 and \$207,000 in 2020.

8. Income Taxes

Effective January 1, 1997, the Company elected S Corporation status for federal and certain state income tax purposes. As such, the Company is not subject to income taxes, but rather the stockholder reports the Company's taxable income on his income tax returns. Therefore, no liability for federal and certain state income taxes is reflected in the accompanying financial statements.

At December 31, 2021, approximately \$680,000 of retained earnings were accumulated prior to the Subchapter S election and would be subject to taxation for the stockholder in the event of distribution.

9. Backlog

The backlog of contract revenues at December 31, 2021 and 2020 amounted to \$112,700,727 and \$65,291,999 respectively, with an estimated gross income of \$6,626,982 and \$4,609,701, respectively.

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p: (618) 644-5006
f: (618) 644-5094
gateway@hometel.com

Board of Directors
Plocher Construction Company, Inc.
Highland, Illinois

I have audited the accompanying balance sheet of Plocher Construction Company, Inc., an S Corporation, as of December 31, 2023 and 2022, and the related statements of income, stockholder's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audits.

I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audits provide a reasonable basis for my opinion.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Plocher Construction Company, Inc. as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

February 10, 2024

PLOCHER CONSTRUCTION COMPANY, INC.

BALANCE SHEET

Assets

	December 31,	
	2023	2022
Current Assets		
Cash (Note 3)	\$ 17,208,639	\$ 12,736,747
Contract receivables (Note 4)	12,698,010	22,334,118
Costs and estimated earnings in excess of billings on uncompleted contracts (Note 5)	12,333,629	2,767,416
JV Working Capital	600,000	-
Prepaid Payroll Taxes	606,917	-
Total Current Assets	\$ 43,442,198	\$ 37,827,281
Property and Equipment (Note 6)	6,387,150	6,214,821
Total Assets	\$ 49,829,345	\$ 43,041,902

Liabilities And Stockholder's Equity

Current Liabilities		
Accounts Payable	\$ 4,822,195	\$ 5,771,456
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 6)	25,533,828	19,360,519
Current maturities of long-term debt (Note 7)	-	-
Accrued expenses	468,816	1,499,512
Total Current Liabilities	\$ 30,824,838	\$ 26,631,487
Long Term Liabilities		
Notes payable (Note 7)	-	-
Total Liabilities	\$ 30,824,838	\$ 26,631,487
Stockholder's Equity		
Common Stock		
Authorized 30,000 shares of \$1 par value; issued and outstanding 500 shares	500	500
Additional paid-in capital	67,875,841	60,874,345
Retained Earnings	(48,871,834)	(44,464,430)
Total Stockholder's Equity	\$ 19,004,507	\$ 16,410,415
Total Liabilities And Stockholder's Equity	\$ 49,829,345	\$ 43,041,902

PLOCHER CONSTRUCTION COMPANY, INC.

STATEMENT OF STOCKHOLDER'S EQUITY

For The Years Ended December 31, 2023 And 2022

	Common Stock		Additional Paid-In Capital	Retained Earnings (Deficit)	Total Stockholder's Equity
	Shares	Amount			
Balance – January 1, 2022	\$ 500	\$ 500	\$ 54,358,798	\$(38,434,830)	\$ 15,924,468
Capital Contribution			\$ 6,515,548		\$ 6,515,548
Net Income				\$ 7,001,495	\$ 7,001,495
Dividends Paid				\$(13,031,095)	\$(13,031,095)
Balance – December 31, 2022	\$ 500	\$ 500	\$ 60,874,346	\$(44,464,430)	\$ 16,410,416
Capital Contribution			\$ 7,001,495		\$ 7,001,495
Net Income				\$ 7,595,587	\$ 7,595,587
Dividends Paid				\$(12,002,991)	\$(12,002,991)
Balance – December 31, 2023	\$ 500	\$ 500	\$ 67,875,841	\$(48,871,834)	\$ 19,004,607

PLOCHER CONSTRUCTION COMPANY, INC.

STATEMENT OF INCOME

	For The Years Ended December 31,			
	2023		2022	
	Amount	%	Amount	%
Income From Contracts				
Contracts completed	\$10,194,003	5.0%	\$14,720,855	9.3%
Contracts in progress	194,228,089	95.0%	143,552,601	90.7%
Total Income From Contracts	<u>204,422,092</u>	<u>100.0%</u>	<u>158,273,456</u>	<u>100.0%</u>
Contract Costs				
Contracts completed	7,306,990	3.6%	5,118,490	3.2%
Contracts in progress	178,927,241	87.5%	132,856,610	83.9%
Total Contract Costs	<u>186,233,231</u>	<u>91.1%</u>	<u>137,975,100</u>	<u>87.2%</u>
Gross Profit On Contracts	18,188,861	8.9%	20,298,356	12.8%
General And Administrative Expense:	<u>12,520,796</u>	<u>6.1%</u>	<u>12,718,931</u>	<u>8.0%</u>
Income From Operations	6,668,065	2.8%	7,579,425	4.8%
Other income	<u>1,927,522</u>	<u>0.9%</u>	<u>(577,930)</u>	<u>-0.4%</u>
Net Income	<u>\$7,595,587</u>	<u>3.7%</u>	<u>\$7,001,495</u>	<u>4.4%</u>

PLOCHER CONSTRUCTION COMPANY, INC.

Statement Of Cash Flows

	For the Years Ended	
	December 31,	
	2023	2022
Cash Flows From Operating Activities		
Net Income	\$ 7,895,587	\$ 7,001,495
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	1,952,659	1,763,758
Change in assets and liabilities:		
(Increase) decrease in contract receivables	9,639,108	1,154,761
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(9,576,213)	(890,862)
(Increase) decrease in other assets and prepaid expenses	(1,206,917)	-
Increase (decrease) in accounts payable and accrued expenses	(1,979,958)	2,865,888
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	6,173,309	(369,284)
Net Cash Provided by Operating Activities	<u>12,897,575</u>	<u>11,625,756</u>
Cash Flows Used In Investing Activities		
Payments For Equipment	(3,125,187)	(2,386,854)
Cash Flows From Financing Activities		
Capital Contributions	7,001,495	6,515,548
Dividends paid	(12,002,991)	(13,031,095)
Net Cash Provided by Financing Activities	<u>(5,001,496)</u>	<u>(6,515,547)</u>
Net Increase In Cash	4,470,892	2,623,355
Cash Beginning Of Year	12,735,747	10,112,392
Cash End Of Year	<u>\$17,206,639</u>	<u>\$12,735,747</u>
Supplemental Disclosure Of Cash Flow Information		
Income and pass through entity taxes paid	\$ 550,730	\$ 793,679

See the accompanying notes to financial statements.

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PLOCHER CONSTRUCTION COMPANY, INC.

NOTES TO FINANCIAL STATEMENTS December 31, 2023 and December 31, 2022

1. Summary Of Significant Accounting Policies

Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition

Revenues from fixed price construction contracts are recognized on the percentage-of-completion method, measured by the percentage of direct costs incurred to date to the total estimated direct costs for each contract. This method is used because management considers expended direct costs to be the best available measure of progress on these contracts.

Contract costs include all direct material, labor and equipment costs incurred. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is accrued.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized. The Company's "operating cycle" is the length of each individual contract. Therefore, the accounts and retentions receivable and payable related to contracts are treated as current items.

Contract Receivables

Contract receivables are stated at the amount management expects to collect from balances outstanding at year end. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year end will be immaterial.

PLOCHER CONSTRUCTION COMPANY, INC.

Notes to Financial Statements (Continued)

Property and Equipment

Property and equipment is carried at cost, less accumulated depreciation. The Company depreciates its property and equipment using the straight-line method over the estimated useful lives of the assets for financial statements and accelerated methods for tax purposes.

2. Operations

Plocher Construction Company, Inc. (the Company) began operations in 1993, with its principal activities being general construction throughout the Midwestern United States.

3. Cash

The Company maintains its cash accounts in one St. Louis, MO area bank. The accounts are in a repurchase agreement/sweep account for which government securities are placed as a guarantee of all the funds in lieu of FDIC insurance. Of the total cash held at the bank of \$17,206,639 and \$12,735,747 at December 31, 2023 and 2022 respectively, there are no uninsured cash balances.

4. Contract Receivables

Contract receivables consist of:

	<u>2023</u>	<u>2022</u>
Completed contracts – current	\$ 1,140,361	\$2,420,277
Uncompleted contracts – current	11,085,150	19,489,585
Retentions	469,499	424,256
	<u>\$ 12,695,010</u>	<u>\$22,334,118</u>

PLOCHER CONSTRUCTION COMPANY, INC.

Notes To Financial Statements (Continued)

5. Costs And Estimated Earnings On Uncompleted Contracts

Costs and estimated earnings on uncompleted contracts consist of:

	2023	2022
Costs incurred on uncompleted contracts	\$293,526,745	\$209,154,750
Estimated earnings	23,327,580	14,596,689
	316,854,325	223,751,439
Less: Billings to date	330,054,524	240,354,542
	\$(13,200,199)	\$ (16,603,103)

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	12,333,629	\$ 2,757,416
Billings in excess of costs and estimated earnings on uncompleted contracts	(25,533,828)	(19,360,519)
	\$ (13,200,199)	\$(16,603,103)

6. Property and Equipment

Property and Equipment consists of:

	2023	2022
Construction equipment	\$21,291,092	\$19,703,104
Office Building	586,600	586,600
Vehicles	3,397,872	3,793,778
Office equipment	36,254	36,254
	25,311,818	24,119,736
Less: Accumulated depreciation	18,924,668	18,905,115
	\$6,387,150	\$5,214,621

Depreciation charged against income amounted to \$1,952,659 in 2023 and \$1,763,758 in 2022.

PLOCHER CONSTRUCTION COMPANY, INC.

Notes To Financial Statements *(Continued)*

7. Transactions With Related Party

The Company rents its office facility and warehouse on a month-to-month basis from a related party. Rent expense amounted to \$0 in 2023 and \$207,000 in 2022.

8. Income Taxes

Effective January 1, 1997, the Company elected S Corporation status for federal and certain state income tax purposes. As such, the Company is not subject to income taxes, but rather the stockholder reports the Company's taxable income on his income tax returns. Therefore, no liability for federal and certain state income taxes is reflected in the accompanying financial statements.

At December 31, 2023, approximately \$680,000 of retained earnings were accumulated prior to the Subchapter S election and would be subject to taxation for the stockholder in the event of distribution.

9. Backlog

The backlog of contract revenues at December 31, 2023 and 2022 amounted to \$171,390,630 and \$233,997,479 respectively, with an estimated gross income of \$15,372,781 and \$20,305,396, respectively.

Jobs in Progress

Job Name	Contract Amount	% Comple	Start Date	Owner	Owner Contact	Owner Contact Email / Phone
Collinsville Biosolids System Upgrade	\$6,263,711	97.77%		City of Collinsville, Illinois	Dennis Kress	618-346-5211
ILAMW Godfrey/Alton Operations Center	\$16,680,153	96.06%	10/1/22	Illinois American Water	Ric Cooper	Ric.Cooper@amwater.com
Wentzville WRC Phase 3 Expansion	\$5,578,704	97.66%	8/2/21	City of Wentzville	Greg Wallace	636-639-2050
Lansdowne Development	\$9,828,830	91.95%		MARK MESTEMACHER	Mark Mestemacher	618-692-9384
Mid America Plastic Surgery	\$182,586	95.29%		Mid America Plastic Surgery	Ryan Diederich	rdiederich@midamericaplasticsurgery.com
MidAmerica Taxway Lima & Bridge-BLV 2021-38 IDOT BL	\$38,018,994	93.27%		St Clair County Public Bldg Commission	Tom Morris	tmorris@cmtengr.com
ILAMW Jerseyville WTP Improvements	\$25,750,000	92.07%	6/8/22	Illinois American Water	Ric Cooper	Ric.Cooper@amwater.com
MSD Lower Meramec WWTF Expansion	\$124,747,834	66.34%	8/1/22	Metropolitan St. Louis Sewer District	Dan Nichols	dnichols@stlmsd.com
MSD Coldwater Creek Repairs & Imp.	\$9,673,523	76.77%		Metropolitan St. Louis Sewer District	Dan Nicols	dnichols@stlmsd.com
Brentwood Park Destination Playground	\$6,236,632	90.13%	10/3/22	City of Brentwood	Brian Kunz, Navigate	brian@navigatebuildingsolutions.com
CDB SWIC Sam Wolf Granite City EIFS and Window Repla	\$598,650	77.12%		Capital Development Board	Not sure yet	unknown
Ameren MISO LRTP	\$82,697	57.15%		Ameren Corp.	Sam Morris	SMorris2@ameren.com
ILAWM Cairo WTP Improvements	\$6,514,801	89.41%	2/6/23	Illinois American Water	Michael Gregg	Michael.Gregg@amwater.com
Ameren Champaign Ring Bus-Civil Substation	\$2,058,982	70.57%	3/28/23	Ameren Corp.	James Cooper	jcooper4@burnsmod.com
MetroLink Extension-Singie Track-Shiloh/SABF to Mid Ame	\$38,963,354	59.72%		St. Clair County Transit District	Kemeth Sharkey	618-628-8090
MSD FBI Management	\$2,935,111	92.88%		Metropolitn St. Louis Sewer District		
MSD FBI Lemay T&M to JV	\$215,363	49.41%			TBD	TBD
MSD FBI Bissell T&M to JV	\$689,094	55.28%			TBD	TBD
MSD FBI Bissell PCI Self Perform	\$11,898,434	3.05%	4/15/24	Metropolitan St. Louis Sewer District		TBD
Korte Meat Processing	\$10,629,322	64.49%		Korte Meat Processing Inc.	Amy Koerkenmeier & K	kortemeats@yahoo.com
Syngenta Highland Renovation and Addition	\$1,239,296	65.33%		Plocher Family Farms	Scott Plocher	sjplocher@plocherco.com
Suger Creek CSO	\$8,160,000	69.34%	7/31/23	Sangamon County Water Reclamation District	Gregg Humphrey	gshumphrey@scwrd.org
JJK FAN Greenhouses	\$209,928	78.59%		JJK Foundation	Mark Mestemacher	markm@ceresbarge.com
Meridian Plaza Building A & B	\$3,763,299	85.36%	8/1/23			
Ameren Clinton-Oreana T-Line	\$14,915,036	90.53%	10/9/23	Ameren Corp.	Taina Cosme	tcosme@luzco.com
Jacksonville WWTP Imp. Phase I	\$15,460,000	41.81%	8/14/23	City of Jacksonville	Leeland	217-204-3808
Sports Park Drive Extension (Park North)	\$1,730,500	42.20%	8/1/23			
IDOT 74A13 (Item179) Effingham County Rt45 Deck Repla	\$2,319,476	20.95%		Illinois Dept. of Transportation	Unknown at this time	Unknown at this time
IDOT 72984 (Item 214) Christian County Rt 16 Box Culvert	\$4,885,000	22.84%		Illinois Dept. of Transportation	unknown at this time	unknown at this time
IDOT 76J97 (Item75) Washington County IL15 over Lunte C	\$1,919,510	27.30%		Illinois Dept. of Transportation	unknown	unknown
Hillsboro HS Additions	\$3,241,000	55.02%	12/1/23	HILLSBORO C.U.S.D. NO. 3	Hillsboror CUSD	TBD
Heartland Dental Shell	\$1,439,546	59.99%	11/6/23	Professional Resource Development, Inc.	Chad Cornwell	ccornwell@wmgdevelopment.com
Heartland Dental Tenant Finish	\$672,425	56.26%	12/18/23	Heartland Dental-Charles Mann	Charles Mann	charlesmann51@heartland.com
Aviston Elementary School Addition-General Package	\$1,856,264	31.41%		Aviston Elementary SD#21	Ryan Fuhler-CM	618-526-7213
Panther Creek Windfarm	\$4,372,300	0.24%	4/15/24	Illinois Wind, LLC	Keith Thorstad	952-236-1180; kthorstad@ThorstadCompanies.com
Walton/Teiken Law Office	\$1,330,500	40.75%	3/1/24	Walton Teiken Injury Attorneys	Walton Teiken	618-307-9880
CCWRD (Taylorville) WWTP Improvements	\$22,894,800	1.85%	5/15/24	Christian County Water Reclamation District	Tom Fergin	TBD
JJK Campus	\$11,525,935	0.76%		MARK MESTEMACHER	Scott Loeffler	email
JJK Wrestling Center	\$3,298,634	14.47%		JJK Foundation	Mark Mestemacher	markm@ceresbarge.com
JJK Innovation Center	\$8,490,129	0.00%		JJK Foundation	Scott Loeffler	email
MSD Lemay Compactor Replacement	\$51,550	26.38%	1/22/24	Zima Corporation	Casey Brown	Casey.Brown@zimacorp.com
Park North IDOT Entrance	\$4,000,300	5.32%			Park North, LLC	618-654-9408
Park North Golf Complex	\$10,489,941	1.35%			NA	NA

Nectar Ave. Mock Homes	\$0	0.00%	2/12/24	Lansdowne UP	Scott L	scottl@lansdowneup.org
Meridith Funeral Home Repairs 2024	\$51,606	38.54%			Jim Meridith	618-654-2155
MCLD West End Pump Station	\$9,315,000	6.09%	6/1/24	Monarch-Chesterfield Levee District	Karen Frederich	ksfrederich@homershirin.com
IDOT 76H41 (Item 124) St. Clair County IL 158 Ext.	\$19,990,000	2.32%		Illinois Dept. of Transportation	Andrew Dreier	andrew.dreier@illinois.gov
IDOT 76H49 (Item 141) Madison County IL 111 Bridge	\$8,888,716	0.76%		Illinois Dept. of Transportation	John Adcock	john.adcock@illinois.gov
Ameren Sioux Cell 1 Concrete (sub to Blankenship)	\$134,550	0.00%	5/1/24	Blankenship Construction	Garrett Blankenship	garrett@bcc1968.com
Buchanan Street Development	\$0	0.00%	5/1/24	Buchanan Street, LLC	Scott Plocher	sjplocher@plocherco.com
IAW Godfrey WWTP Remodal	\$121,750	62.15%	4/29/24	Illinois American Water	Sarah Bowman	sarah.bowman@amwater.com
ComEd Top Hat Wind Fnds (sub to Aldridge)	\$230,000	2.92%	5/27/24	Aldridge Group	Dave Laires	dlaires@aldrldgegrouop.com
TRRA Concrete Pad & Sidewalks	\$32,989	75.13%	5/20/24	Terminal Railroad of St. Louis, Missouri	Cory Kimes	ckimes@terminalrailroad.com
Smash House Pickleball	\$379,500	15.06%			Stephen Martines	smartines@smashhouseco.com
Barrel & Bru	\$386,856	21.42%	4/29/24	JMAN53 Investments, LLC	Aaron Coleman	aaroncoleman@brewnationinfo.com
MOAW Eureka WWTP Screenings Building	\$326,400	1.95%	7/1/24	AMERICAN WATER COMPANY	Loeilke Plumbing	kevin@loellkeplumbinginc.com
ILAW Belleville Office Restoration	\$0	0.00%	5/17/24	Illinois American Water	Ric Cooper	ric.cooper@amwater.com
Sunflower Dental Phase II	\$312,960	8.78%	6/18/24	Edwardsville Town Center LLC	Scott Plocher	sjplocher@plocherco.com
Plummer Park Concession Stand	\$895,975	0.00%		Byrne and Jones	Adam Heese	aheese@byrneandjones.com

Major Jobs Last Five Years

Ameren Dempsey Civil Line

Contract Amount \$1,300,000.00
Date Complete 24-May
Owner Ameren
Reference Josh Hubbard, jhubbard@ameren.com

Jimmy Johns Columbia, IL

Contract Amount \$1,320,000.00
Date Complete 24-Mar
Owner Mark Kidd, mkiddjj@gmail.com
A/E Core States Group

MSD Caulks Creek A PS Improvements

Contract Amount \$7,897,660.00
Date Complete 23-Dec
Owner MSD
Reference Kevin Koines, kkoines@stimsd.com
A/E Thouvenot, Wade & Moerchen
A/E Reference Chad Ross

Howard Bend Levee District Airport Subdistrict Stormwater Pump Station

Contract Amount \$8,240,000.00
Date Complete 23-Nov
Owner Howard Bend Levee District
A/E Horner & Shifrin, Inc.
A/E Reference Karen Frederich, ksfrederich@hornershifrin.com

Mascoutah WWTP

Contract Amount \$14,386,723.00
Date Complete 23-Nov
Owner City of Mascoutah
Reference Tom Quirk, 618-920-1091
A/E Horner & Shifrin, Inc.

Decatur Clarifier Conversion Project

Contract Amount \$12,298,640.00
Date Complete 23-Nov
Owner City of Decatur

Reference Keith Alexander, kalexander@decaturil.com
A/E CMT
A/E Reference Amanda Withers

IDOT 74352 Effingham County Remove & Replace Bridge IL 128

Contract Amount \$1,900,000.00
Date Complete 23-Sep
Owner IDOT
Reference 618-888-8888

Ameren Sloux Groundwater Treatment

Contract Amount \$5,112,420.00
Date Complete 23-Aug
Owner Ameren
Reference Alex Blas, abias@ameren.com

Bank of Madison County

Contract Amount \$2,443,700.00
Date Complete May-23
Owner Bank of Belleville
Reference Ron Stephens ron.stephens@bankofbelleville.com
A/E Hurford Architects
A/E Reference Gregg Sutterfield and Lynn Warren 618-288-1706

MSD Watkins Creek Pump Station

Contract Amount \$7,430,000.00
Date Completed Apr-23
Owner MSD
Reference Allen Muehlher
A/E Thovenot, Wade & Moerchen
A/E Reference Chris Bergmann; cbergmann@twm-inc.com

Zitzman

Contract Amount \$9,200,000.00
Date Completed Apr-23
Owner Meramec Valley R-III School District
Reference Tom Sauvage tsauvage@mvr3.k12.mo.us
A/E Hoener Associates, Inc.
A/E Reference Matt McDermott mmcdermott@hoenerarchitects.com

Ameren Shelbyville South

Contract Amount \$1,739,000.00
Date Completed Mar-23
Owner Ameren
Reference Caleb Boyer

Ameren Greenback

Contract Amount \$2,668,000.00
Date Completed Mar-23
Owner Ameren
Reference Alex Raycraft

FBCM Sanctuary Renovation

Contract Amount 1,400,000.00
Date Completed Dec-22
Owner First Baptist Church Maryville
A/E Hurford Architects
A/E Reference Gregg Sutterfield 618-288-1706

Collinsville WWTP

Contract Amount \$6,008,700.00
Date Completed Dec-22
Owner City of Collinsville
Reference Dennis Kress, 618-346-5211
A/E Crawford, Murphy & Tilly
A/E Reference Adrienne Eilers

IDOT 74364 Cumberland County Bridge Replacement

Contract Amount \$1,159,400.00
Date Completed Nov-22
Owner Illinois Department of Transportation
Reference [Kellen Kocher Kellen.Kocher@Illinois.gov](mailto:Kellen.Kocher@Illinois.gov)
A/E Illinois Department of Transportation

Wentzville WWTP Upgrades

Contract Amount \$5,468,000.00
Date Completed Nov-22
Owner City of Wentzville
Owner Reference Greg Wallace, PE, 636-639-2050
A/E HDR Engineering
A/E Reference CMT Construction Manager

JJK Addition/Renovation

Contract Amount 2,186,500.00
Date Completed Nov-22
Owner Jackie Joyner Kersee Foundation
Reference Mark Mestemacher; (314) 422-0159
A/E Hurford Architects
A/E Reference Dan Hurford; (618) 978-8511

Cambridge Shell

Contract Amount 1,510,000.00
Date Completed Oct-22
Owner Cambridge Plaza, LLC
Owner Reference Michael Garrett 618-654-9408
A/E Hurford Architects
A/E Reference Gregg Sutterfield 618-288-1706

Sugar Creek WRD UV Project

Contract Amount \$5,128,000.00
Date Completed Oct-22
Owner Sangamon County Water Reclamation District
Reference Gregg Humphrey
A/E CMT - Christy Crites

STL Bank at the Parkway

Contract Amount \$776,588.00
Date Completed Sep-22
Owner Travis Liebig
Reference
A/E Hurford Architects
A/E Reference

ILAMW Villa Marie

Contract Amount \$3,199,013.00
Date Completed Sep-22
Owner Illinois American Water
Reference Ric Cooper, Ric.cooper@amwater.com
A/E M3 Engineering
A/E Reference

Ameren Redhawk Substation Substation

Contract Amount \$1,873,000.00

Date Completed Sep-22
Owner Ameren Transmisslon
Reference Caleb Boyer, 573-275-6635

Edley's O'Fallon BBQ

Contract Amount \$3,000,000
Date Completed Sep-22
Owner Sunset Plaza Development, LLC
Reference Chris Byron, (618) 407-3139
A/E Hurford/Reyling Engineering
A/E Reference Dan Hurford, (618) 288-1706

IDOT 97755 Madison County Bridge Replace 144

Contract Amount \$1,159,400.00
Date Completed Aug-22
Owner Illinois Department of Transportation
Reference Zac Friederich zrfriederich@co.madison.il.us
A/E Illinois Department of Transportation

ETC Munsok So Group Bulldng 10 (Lot 5)

Contract Amount \$2,099,797
Date Completed Aug-22
Owner SO Hospitality Group
Reference Munsok So, Munsok@sohospitalitygroup.com
A/E Hurford Architects
A/E Reference Gregg Sutterfield

Quincy Phase 1 LTCP Maximazation

Contract Amount \$4,056,000.00
Date Completed Jul-22
Owner City of Quincy, Jeff Conte, Director of Utilities & Engineering
Reference jconte@quincyl.gov; 217-228-7732
A/E Crawford, Murphy & Tilly

Galesburg WWTP - Phase 1

Contract Amount \$4,199,000.00
Date Completed Jun-22
Owner Galesburg Sanitary District
Reference Brandi Young
A/E CMT
A/E Reference Nathan Davis

Lincoln Combined Sewer Overflow Improvements

Contract Amount \$13,300,000.00
Date Completed Jun-22
Owner City of Lincoln, Illinois
Reference Christie Crites, (217) 787-8050
A/E Crawford, Murphy & Tilly
A/E Reference Shannon Brady, sbrady@cmtengr.com

Ameren VERM-NCMP Rebuild

Contract Amount \$919,023
Date Completed Jun-22
Owner Ameren Illinois
Reference Dan Busse, dan.busse@powereng.com
A/E Ameren Illinois Company
A/E Reference

ILAMW Lewis & Clark Public Sewer Rehab

Contract Amount \$1,426,628
Date Completed Jun-22
Owner Illinois American Water
Reference Ric Cooper, Ric.cooper@amwater.com
A/E M3 Engineering
A/E Reference Matt Eshelman

Morgan Stanley at the Parkway

Contract Amount \$1,043,500
Date Completed Jun-22
Owner Morgan Stanley
Reference Harmish Surti, Harmish.Surti@morganstanley.com
A/E Hengst Streff Bajko
A/E Reference Max Wagner

Hite Dentistry & Timberlake Spec

Contract Amount \$2,177,475.00
Date Completed May-22
Owner Ben Hite & Kamadulski Fischer Crays Development, LLC
Reference Ben Hite, 314-330-8687, benhite@me.com,
Ryan Fischer ryan@kamadulski.com
A/E Hurford Architects
A/E Reference Gregg Sutterfield, (618) 288-1706

Ameren Finn Civil Transmission Line

Contract Amount \$3,278,000.00
Date Completed May-22
Owner Ameren
Reference Caleb Boyer
A/E Ameren
A/E Reference Tyler Huffman

Excel Bottling Breese

Contract Amount \$2,872,250.00
Date Completed Mar-22
Owner Excel Bottling
Reference Bill Meler, 618-526-7159
A/E Hurford
A/E Reference Gregg Sutterfield

PPI Ishi Substation

Contract Amount \$1,119,500.00
Date Complete Jan-22
Owner Prairie Power, Inc.
Reference James Hinkamper - jhinkamper@ppi.coop

Brightly Assisted Living

Contract Amount \$9,935,169.00
Date Completed Dec-21
Owner Brightly Senior Living of Glen Carbon, LLC
Reference KWG Management, Dave Kunkel, 618-632-0800
A/E Hurford Architects
A/E Reference Dan Hurford, (618) 288-1706

1818 Chophouse

Contract Amount \$1,618,735.00
Date Completed Nov-21
Owner Edwardsville Town Center
Reference Chris Byron, (618) 407-3139
A/E Hurford Architects
A/E Reference Dan Hurford, (618) 288-1706

Ameren Docket Substation TX-1514 Civil

Contract Amount \$1,498,000.00
Date Completed Nov-21
Owner Ameren
Reference Ajay Jayaprakash; AJayaprakash2@ameren.com

IDOT Item 48 D7 Bridge Repairs on I70 74992

Contract Amount \$1,745,097.00
Date Completed Oct-21
Owner Illinois Department of Transportation
Reference Doug Holland, 217-821-1596, douglas.w.holland@Illinois.gov
A/E IDOT

Kickapoo Creek Structure

Contract Amount \$1,459,000.00
Date Completed Oct-21
Owner Peoria County Highway Department
Reference Jeffrey D. Gilles, P.E., (309) 697-6400, ext. 127

Bank of Hillsboro - Staunton Branch

Contract Amount \$1,500,000.00
Date Completed Oct-21
Owner Bank of Hillsboro
Reference Harry Hutchison, HHutchison@national-bank.com
A/E Hurford Architects
A/E Reference Dan Hurford, (618) 288-1706

Bagley Farms Meat Market

Contract Amount \$974,152.00
Date Completed Sep-21
Owner Andrew Bagley, bagle_7@yahoo.com
A/E Hurford Architects
A/E Reference Dan Hurford, (618) 288-1706

Wastewater Treatment Facility - Troy, Missouri

Contract Amount \$17,149,750.00
Date Completed Sep-21
Owner City of Troy, Missouri
A/E Woodard & Curran
A/E Reference Rob Polys, rpolys@woodardcurran.com

I/AC Frontenac Lift Station

Contract Amount \$1,214,000.00
Date Completed Jul-21
Owner Illinois American Water
Reference Ric Cooper

A/E M3 Engineering
A/E Reference Todd Williams

Edley's BBQ
Contract Amount \$1,444,047.00
Date Completed Jul-21
Owner Sunset Plaza Development, LLC
Reference Chris Byron, (618) 407-3139
A/E Hurford Architects
A/E Reference Dan Hurford, (618) 288-1706

MSD Gravois Trunk Sanitary Storage Facility
Contract Amount \$24,991,096.32
Date Completed Jun-21
Owner Metro Sanitary District
Reference Dan Nichols, (314) 768-6236
A/E Burns & McDonnell

Illinois American Water Alton UV Disinfection
Contract Amount \$4,473,224.11
Date Completed Jun-21
Owner Illinois American Water
Reference Ethan Steinacher, ethan.steinacher@amwater.com

Bank of Belleville - New Baden Branch
Contract Amount \$1,509,000.00
Date Completed Jun-21
Owner Bank of Belleville
Reference Ron Stephens, 618-236-4701
A/E Hurford Architects
A/E Reference Dan Hurford, (618) 288-1706

Dietrich Bank - Edwardsville Branch
Contract Amount \$1,588,000.00
Date Completed Jun-21
Owner Dietrich Bank
Reference Andy Hess, ahess@dieterichbank.com
A/E Farnsworth Group
A/E Reference Jared Heller, jheller@F-W.com

Five Guys Franchise - Edwardsville, Illinois

Contract Amount

\$1,747,313.59

Date Completed

May-21

Owner

C. Byron Propertles

Reference

Chris Byron, (618) 407-3139

A/E

Hurford Architects

A/E Reference

Dan Hurford, (618) 288-1706

Madison County Jail Renovations

Contract Amount \$12,913,824.00
Date Completed Apr-21
Owner Madison County Government
Reference Robert Schmidt, (618) 296-5271
A/E AAIC Inc.
A/E Reference Eric Morrils, (618) 588-1333

Scott Air Force Base Swing Space Office Building

Contract Amount \$14,787,743.00
Date Completed Apr-21
Owner USACE- Louisville District
Reference Dave Helfrich, (david.helfrich@usace.army.mil)

Water Reclamation Facility Improvements - Highland, Illinois

Contract Amount \$9,517,582.00
Date Completed Nov-20
Owner City of Highland
Reference Joe Gillespie, (jgillespie@highlandil.gov)
A/E Crawford, Murphy & Tilly
A/E Reference Adrienne Eilers, (aeilers@cmtengr.com)

Ameren Sioux CCR/ELG

Contract Amount \$41,559,719.00
Date Completed Nov-20
Owner Ameren Services
Reference Michael Schimmelpfennig, (314) 957-3364

MSD Bissel Pont WWTF Sludge System

Contract Amount \$3,281,000.00
Date Completed Aug-20
Owner Metro Sanitary District
Reference Jenna Jarvis, (314) 335-2084
A/E Donohue & Associates, Inc.
A/E Reference Alan Callier, (314) 775-7977

First Baptist Church Maryville High School Addition

Contract Amount \$15,500,000.00
Date Completed Aug-20
Owner First Baptist Church Maryville
Reference Kevin Jones, (kjones@premierhomesllc.com)
A/E Hurford Architects
A/E Reference Gregg Sutterfield, (618) 288-1706

South Beardstown New Pump Station

Contract Amount \$4,798,000.00
Date Completed Sep-19
Owner South Beardstown Drainage & Levee District
Reference Brock Rohn
A/E Klingner & Associates
A/E Reference Gavin Risley

Taylorville Water Treatment Plant

Contract Amount \$24,830,000.00
Date Completed Aug-19
Owner City of Taylorville
Reference David Speagle, (217) 287-1441
A/E Benton & Associates, Inc.
A/E Reference Jamie Headen, (217) 245-4146

Cerro Gordo Jr./Sr. High School Addition & Renovation

Contract Amount \$7,697,600.00
Date Completed Aug-19
Owner Cerro Gordo CUSD 100
Reference Brett Robinson, Supt.
Engineer BLDD Architects, Inc.
Engineer Contact Damien Schlitt; damien.schlitt@bldd.com

MSD Coldwater WWTF Final Clarifier Replacement

Contract Amount \$4,049,000.00
Date Completed Jul-19
Owner Metro Sanitary District
Reference Ray Scherrer, (314) 706-9422
A/E Donohue & Associates, Inc.
A/E Reference Alan Callier, (314) 775-7977

Ralls County PWSD No. 1 - Water Treatment Facility

Contract Amount	\$9,860,000.00
Date Completed	Jul-19
Owner	Ralls County PWSD No. 1
Reference	Frank Burch
Engineer	Klingner & Associates, Mark Bross
Engineer Contact	<u>mcb@klingner.com</u>

Contractor's Schedule of Equipment

(Include new, used and fully depreciated equipment)

See Appendix A of the rules for prequalification for equipment required.

No of Item	Description of Equipment List Make, Model, Year and Size or Capacity Show: Serial Numbers on Major Production Items	Purchase	Depreciation	Book Value	Appraised Value	Encumbrance
	Various Construction Equipment list on the attached Depreciation Schedule (4) 26' Sissor Manlifts, SN 277610, 276006, 200044512, 200080786 60' JLG Straight Boom Manlift, SN 0300107646 60' JLG Tracked Boom Manlift, SN 030062138 2007 Manitowoc 12000 Crawler Crane, 1200-1048 1998 150 Ton Link-Belt, Model LS238H Crawler Crane F19-0455 2013 200 Ton Link-Belt, Model 248HSL Crawler Crane, R9K3-3277 2008 60 Ton Grove RT Crane, Model RT760E, 226848 2008 60 Ton Grove RT Crane, Model RT760E, 228515 TL12R-2 w/ Smooth Bucket, SN: 412101185 2016 Takuchi Track Loader S/N 200803960 2021 Takeuchi TL12R2-CR Skid Steer, SN 412104257 2006 JLG G9 Lull Telehandler with Cab and Bucket Attachment, 160014938 2008 JLG G9 Lull, SN 0160036012 2016 Cat D6 Dozer, MG600590 2016 Cat Trackhoe, 326F HT, 3' and 5' Bucket, WGL00398 2021 E60 Bobcat Compactor Excavator w/ E55 Arm Package, B4GR11820 2012 Cat D6N Dozer LGP, GHS01099 2012 Cat D6N Dozer LGP, PBA00480 94 HP John Deere Diesel Tractor 4020, SNT213R136874R Cat H140E Hammer, W9A10121		See Depreciation Schedule			

Misc. Leveling Attachments
400 Amp Welders
Mower Equipment
Auger Equipment for Guardrail & Fencing
4-Wheel Drive Universal ATV for Seeding & Fertilizer Distribution
Air Compressors
Grader for Skid Steer
Rotary Speedmixer 60"
Water Tank Trailer
24" Auger for PHD 300
(2) Bobcat 225 Welders
Richie Brothers Bidwell Finishing Machine & Extensions, 2450-97122-SV
Fifteen (15) 8'x34' Job Trailers
Traffic Control Items
Safety Equipment
Pressure Washers
Diamond Blades/Saw Blades
Laser Equipment
Office Equipment
Pumps
Concrete Blankets
Saws
Heaters
John Deere 4610 Tractor with Attachments
Three (3) Ride on Trowels
Speed Indication Trailer
Wanco Message Board
Sweeper S/N #783734604
60" Rig Mat Grapple Conterra
Ten (10) Polaris Rangers
Caterpillar 326F HT Trackhoe, SN WGL00799
Komatsu WA470-7 Wheel Loader, SN A47207
2016 Grove RT Crane 770E, 235591

2016 Cat Model 336F Trackhoe, SN RKB01646
84" Angle Broom, SN 231421367
Bobcat 84" SC-H Soil Conditioner, SN A6TG02736
2018 Cat Trackhoe, 336, SN ORKB10867
2015 Stanley MB5570XCS Concrete Breaker, SN
101315019
TL12R-2, SN 412100914
TL 12R-2 with ROPS/FOPS Cab, SN 412101191
Jib Boom, S/N AO8464MFJB4
Walk Behind Saw, FS7000D T4 36" 3-SPD ETRK
Caterpillar 326F Trackhoe, FBR20129
Takeuchi TL12R with 80" CIHD-S and Forks, 412101167
Generator 125-149 KVA Tier 4, #7511988
2018 Bobcat ML E63 T4 , #B34R11777
Bomag Roller 3-5 Ton Double Drum Smooth, SN
861880181710
Bomag Roller 3-5 Ton Double Drum Smooth, SN
1J908220001NM8628
2016 Dynapac CA Roller 2500D, SN
10000158EGA017499
Caterpillar 326F Trackhoe, FBR20453
2019 Takeuchi TL12R with 80" CIHD-S, Forks, and 72"
Sweeper, 412101769
JLG Forlift 1055A, 0610096429
2019 ML E6 T4, #B34R11899 w/ Teeth & Clamp
2016 Grove RT770E 70T, #235590
Caterpillar 326 F HT, FBR20334
2019 Bobcat NB170 Nitrogen Breaker, B4T700104
Caterpillar Trackhoe 336, YBN10105
JLG 10000# Shooting Boom Forklift, #0160103292
2022 Peterbilt Day Cab Tri HH 567
2021 Kalyn KSHSA2A40T, #5DDKM5320M106754
2022 Fontaine Workhorse 55LCC, VIN
#57JE53307N35A0597

Takeuchi TL12R2 -- CR, Smooth Bucket, #412103483
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412103724
6" Atlas Copco Pump 150 HF 74HP, #1017086
2022 Peterbilt 567 Semi Truckm 1XPCP4EX3ND800523
2022 Kenworth T370 Truck, 3BKHHJ7X1NF130744
2021 E80 Excavator, B4GR11787
2021 Generator DCA70SSiU4F, 7356857
2021 Takeuchi TL12R2-CR, 412104269
Komatsu WA500-8 Wheel Loader, SN A97561
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412104696
Caterpillar Trackhoe 328, MFJ10519
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412104885
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412105343
Caterpillar Trackhoe 330, WCH30156
Misc. Seeding Equipment
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412106836
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412106419
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412106350
2022 Cat D5-17LV# Dozer, Z6A01800
Bomag Roller BMT8500 Double Drum Smooth, SN
1J908220001NM8628
Misc. Seeding Equipment
Caterpillar Trackhoe 336, RDL10369
2023 E60 Bobcat Compactor Excavator w/ E55 Arm Package,
B4GR16640
2023 John Deere Tractor 4066R,
1LV4066RCPN105186
2023 E60 Bobcat Compactor Excavator w/ E55 Arm Package,
B4GR16635
2023 60' boomlift, 0300309197
2024 JLG G10 Lull Telehandler with Cab and Bucket
Attachment, S/N 201-0130-2
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412107616
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412107706
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412107647
Takeuchi TL12R2 -- CRR, Smooth Bucket, #412107889

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2019



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 4218-0173

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 53 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3646, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name	<u>Plocher Construction Company, Inc.</u>
Street	<u>2808 Thole-Plocher Road</u>
City	<u>Highland</u> State <u>Illinois</u> Zip <u>62248</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>General Contractor</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>1 5 4 2</u>
OR North American Industrial Classification (NAICS), if known (e.g., 338212)	<u>2 3 6 2 2 0</u>
Employment information	
Annual average number of employees	<u>144</u>
Total hours worked by all employees last year	<u>274,278</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	President
Company executive	Title
(618) 654-9408	6-Jan-20
Phone	Date

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019
U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0178

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.6 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Plocher Construction Company, Inc.
City Highland State Illinois

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
						(G)	(H)	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M)					
												(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses
						0	0	0	0	0	0	0	0	0	0	0	0
Page totals						0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)
Skin Disorder (2)
Respiratory Condition (3)
Poisoning (4)
Hearing Loss (5)
All other illnesses (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	1
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Penalties are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment information

Your establishment name Plocher Construction Company, Inc.
 Street 2808 Thole-Plocher Road
 City Highland State Illinois Zip 62249
 Industry description (e.g., Manufacture of motor truck trailers)
General Contractor
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees 148
 Total hours worked by all employees last year 308,280

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

President
Title

(618) 854-3409

Phone

1-Jan-21
Date

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020
U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0178

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Flocher Construction Company, Inc.
City Highland State Illinois

(A) Case No.	(B) Employer's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of Illness (mo./day)	(E) Where the event occurred (e.g., Loading dock/north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:								
						(G)	(H)	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M) Injury	(N) Skin Disorder	(O) Respiratory Condition	(P) Poisoning	(Q) Hearing Loss	(R) All other illnesses			
1	Neal Keira	Carpenter	6/9/2020	Route 45 Bridge	Elbow fracture, Slipped on wet surface			1		0	0	1								
Page totals						0	0	0	1	0	0	1	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 34 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3614, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 1218-0719

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 55 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact the U.S. Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment information

Your establishment name Plocher Construction Company, Inc.

Street 2808 Thole-Plocher Road

City Highland State Illinois Zip 62248

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 9715)
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees 163

Total hours worked by all employees last year 275,813

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

President
Title

(818) 854-9408 Phone

3-Jan-22
Date

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2022



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 69 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistics, Room H-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Plocher Construction Company, Inc.
 Street 2808 Thole-Plocher Road
 City Highland State _____ Districts _____ Zip 82249
 Industry description (e.g., Manufacture of motor truck trailers)
General Contractor
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees 152
 Total hours worked by all employees last year 289,088

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive

President
 Title

(816) 654-8408
 Phone

2-Jan-23
 Date

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2023



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0172

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	136
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3814, 200 Constitution Ave. NW, Washington, DC 20220. Do not send the completed forms to this office.

Establishment information	
Your establishment name	<u>Fletcher Construction Company, Inc.</u>
Street	<u>2808 Thole-Pletcher Road</u>
City	<u>Highland</u> State <u>Illinois</u> Zip <u>62249</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>General Contractor</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>1 5 4 2</u>
OR North American Industrial Classification (NAICS), if known (e.g., 338212)	<u>2 3 6 2 2 0</u>
Employment information	
Annual average number of employees	<u>165</u>
Total hours worked by all employees last year	<u>330,386</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	President
Company executive	Title
(616) 654-9405	1-Jan-24
Phone	Date

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2023
U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0178

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. For logs to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Fischer Construction Company, Inc.
City Highland State Illinois

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
						(G)	(H)	(I)	(J)	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M) Injury	(N) Skin Disorder	(O) Respiratory Condition	(P) Poisoning	(Q) Hearing Loss
1	Brian McDonald	Carpenter	8/15/23	inside building on construction	Lower back injury from prying material apart		1		138	1						
Page totals						0	0	1	0	138	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301 Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Information about the employee

- 1) Full Name Brian McDonald
- 2) Street 502 Elm Street, PO 163
- City Genertown State IL Zip 62245
- 3) Date of birth 11/7/1978
- 4) Date hired 3/13/2019
- 5) Male
 Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional

- 7) If treatment was given away from the worksite, where was it given?
- Facility St. Joseph's Hospital
- Street 12868 Troxler Ave.
- City Highland State IL Zip 62249

- 8) Was employee treated in an emergency room?
 Yes
 No
- 9) Was employee hospitalized overnight as an in-patient?
 Yes
 No

Information about the case

- 10) Case number from the Log _____¹ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness 6/15/2023
- 12) Time employee began work 7am AM/PM
- 13) Time of event 10am AM/PM Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
prying apart grates that were stuck together with a hammer
- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
work felt like something moved in his right low back
- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
right paravertebral pain
- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
- 18) If the employee died, when did death occur? Date of death: _____ NA

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Rachelle Lengermann

Title President

Phone 618-854-9408 Date 12/31/2023

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

STATEMENT OF CONSENT OF

THE SOLE DIRECTOR

OF

PLOCHER CONSTRUCTION COMPANY, INC.

Pursuant to 805 ILCS 5/8.45, the sole director and Executive Chairman of Plocher Construction Company, Inc. hereby consents to the following actions, such consent to have the same force and effect as a unanimous vote of the directors at a meeting duly held.

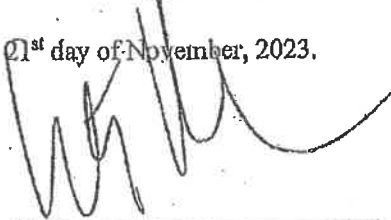
WHEREAS, the sole director and Executive Chairman of the Corporation, having been presented a review of the Corporation's business transactions for the preceding year, which provided the sole director with a full and complete disclosure of all actions taken by the Corporation and the officers on behalf of the Corporation during the preceding year, the sole director adopts the following resolutions:

RESOLVED: The sole director and Executive Chairman of this Corporation, being fully advised of and having the benefit of full disclosure of all corporate activities during the preceding year, does hereby ratify and confirm all acts, deeds and conduct of the officers of the Corporation, taken by them during the preceding year on behalf of the corporation.

FURTHER RESOLVED: The following persons are unanimously elected to serve as officers of the Corporation, effective January 1, 2024:

Rachelle Lengermann	President
Rachelle Lengermann	Vice President
Lisa Scholl	Secretary
Lisa Scholl	Treasurer

Dated this 21st day of November, 2023.



SCOTT PLOCHER, Sole Director and Executive Chairman

BEING THE SOLE DIRECTOR AND EXECUTIVE CHAIRMAN OF THE CORPORATION

Rachelle Lengermann, LEED AP



President

Current Position:

2024-Present

Project Executive

Previous Position:

2007-2024

Education:

BS, Construction Management
Southern Illinois University, Edwardsville

Construction Leadership Institute
Southern Illinois University, Edwardsville

Registrations:

OSHA 30 hour Training
Corps of Engineers Quality Management
McElroy Metal Roof Installation Certification
American Institute of Constructors -
Associate Constructor
LEED Accredited Professional
IDPH Swimming Facility Contractor

PLOCHER
construction

2808 Thole Plocher Road
Highland, IL 62249
Phone: 618.781.5490
E-mail: rmlengermann@plocherco.com

Professional Qualifications

Mrs. Lengermann will organize and coordinate the project. As the dedicated leader of the project, she will ensure that everything goes smoothly and efficiently. Planning for the project is instrumental for meeting project deadlines by defining the scope and available resources. From there, the project is executed with a clear and concise plan to meet the teams full potential.

Relevant Project Experience

- Park North Golf Complex | \$10.5MM
- Park North IDOT Entrance | \$4MM
- Metro Community Church Vandalia | Design-Build | \$3.9MM
- Bank of Madlson County | Design-Build | \$2.6MM
- Park North Development | Design-Build | \$100,000MM
- Americanna Dream Dispensary | Design-Build | \$1.5MM
- Hite Family Dentistry & Timberlake Spec Building | Design-Build | \$2.2MM
- Jonesburg Growery | Design-Build | \$11MM
- Bank of Belleville New Baden Branch | Design-Build | \$1.4MM
- Bank of Hillsboro Staunton Branch | Design-Build | \$1.9MM
- First Baptist Church of Maryville High School | Design-Build | \$15.5MM
- BauerHite Orthodontic and Southern Illinois Pediatric Dentistry | Design-Build | \$2.6MM
- MSD Gravois Sanitary Trunk Storage Facility | Design-Build | \$25MM
- Ameren Roxford Structure 52 | \$664K
- Ameren Gateway, Roxford, Hall, & Venice Substations | \$6.4MM
- Steve Schmitt Chevrolet Branding Upgrade | Design-Build | \$1MM
- Belleville Lift Station Improvements, Phase 4 | \$4.2MM
- Belleville B Street Pump Station Improvements | \$1.1MM
- Ameren Rush Island Wastewater Treatment Plant | Design-Build | \$15MM
- Legacy Assisted Living/Memory Care Facility V | Design-Build | \$8MM
- Park Street Plaza | Design-Build | \$12MM
- The Blade Building | Design-Build | \$15MM
- Crestwood Public Works Facility | Design-Build | \$3.7MM
- Maryville Christian High School | Design-Build | \$5.8MM
- HealthCentral Dispensaries | Design-Build | \$2MM
- Steve Schmitt Chevrolet Renovations/Additions | Design-Build | \$3MM
- Waterloo Memory Care Facility | Design-Build | \$4.2MM
- Bank of Belleville Headquarters | Design-Build | \$2.8MM
- Chuck Fruit Aquatic Center | Design-Build | \$5.4MM
- Legacy Place III | Design-Build | \$6.5MM
- National Bank Hillsboro Headquarters | Design-Build | \$5MM
- Lebanon Commons | Design-Build | \$3.8MM
- Legacy Place Assisted Living II | Design-Build | \$6.6MM
- Operators Training Facility | Design-Build | \$4MM
- Byron Law Office | Design-Build | \$3MM
- Hepler Broom Law Office | Design-Build | \$6.2MM

Kaleb Kampwerth



Project Engineer

Current Position:

2018-Present

Education:

BS, Civil Engineering
Bradley University

Registrations:

OSHA 30 hour Training
First Aid/CPR/AED
OSHA Trench & Excavation Training
Silica Training
Fall Protection
SafeSmart

Professional Qualifications

Mr. Kampwerth will organize and coordinate the project. As the dedicated leader of the project, he will ensure that everything goes smoothly and efficiently. Planning for the project is instrumental for meeting project deadlines by defining the scope and available resources. From there, the project is executed with a clear and concise plan to meet the teams full potential.

Relevant Project Experience

- MSD Lower Meremac | 124.8MM
- Troy WWTF Alternate 8 | \$730K
- Mattoon Secondary Clarifier Rehabilitation | \$620K
- MSD Caulks Creek A Pump Station Improvements | \$7.7MM
- Sugar Creek Water Reclamation District UV Improvements | \$5.1MM
- City of Lincoln Combined Sewer Overflow Improvements | \$13.3MM
- City of Troy Wastewater Treatment Facility & Highway 47 Lift Station Improvements | \$17.1MM
- Springfield City Water, Light & Power Filter Addition | \$13.6MM
- Ralls County Water Treatment Plant | \$10MM
- Decatur Sanitary Dist. West Headworks Improvements | \$11MM
- Decatur Sanitary Dist. Clarifier Upgraders | \$1.1MM

PLOCHER
construction

2808 Thole Plocher Road
Highland, IL 62249
Phone: 618.781.5490
E-mail: mgarrett@plocherco.com

Darren Montgomery

Superintendent

Current Position:

2016-Present

Education:

Carpenter Apprentice School

Registrations:

OSHA 30 hour Training
Corps of Engineers Quality Management
OSHA Trench & Excavation Training
First Aid/CPR/AED
Silica Training
Fall Protection
Hittl Qualified Operator
SafeSmart

Professional Qualifications

Mr. Montgomery oversees every operation of construction from initial planning stages to project completion. Duties include daily scheduling, supervising all tasks and activities associated with the project, subcontractor and supplier coordination, ensuring quality control, and most importantly—job site safety.

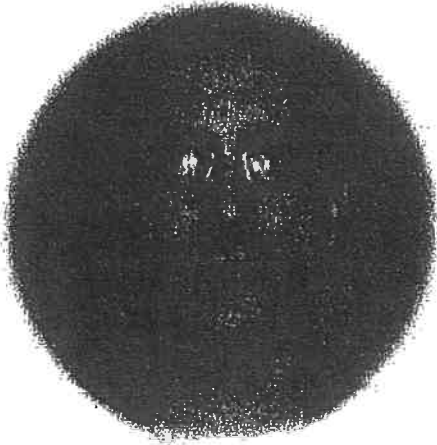
Major Relevant Project Experience

- Jacksonville WWTP Improvements | 15.5MM
- Sugar Creek CSO Improvements | \$8.2MM
- Decatur Clarifier Conversion | \$12.8MM
- Galesburg Phase 1 WWTP Improvements | \$4.2MM
- Lincoln Combined Sewer Overflow | \$13.3MM
- CWLP Filter Addition | \$13.6MM
- Decatur West Headworks Improvements | \$10.8MM
- Decatur Sanitary District Clarifier Upgrades | \$1.1MM
- IDOT Logan County Bridge Replacement | \$2.2MM
- Illinois Secretary of State Utility Tunnels | \$570K
- Ameren Spoon River | \$15.3MM
- Meredosla Bridge Project | \$75MM
- Cove Point LGN Export Facility | \$3.5MM
- Scattergood Unit #3 Repower | \$950MM
- States Island / Brooklyn, NY Water Tunnel | \$331MM
- Indianapolis Deep Rock | \$500MM
- Cannelton Hydroelectric Plant | \$100MM
- Block 37 Tunnel Connection | \$120MM

PLOCHER
construction

2808 Thole Plocher Road
Highland, IL 62249
Phone: 815.791.4304
E-mail: dlmontgomery@plocherco.com

Joshua Koebbe, RSO, SSO



Environmental, Health & Safety
Manager

Current Position:

2017-Present

Education:

Complete Safety Institute
Fairview Heights, IL

Learning Partners
Columbia Southern University

PLOCHER
construction

2808 Thole Plocher Road
Highland, IL 62249
Phone: 618.654.9408
E-mail: jkoebbe@plocherco.com

Professional Qualifications

Mr. Koebbe strategically plans and monitors construction safety and risk management programs for the company while improving efficiency of operations and strong team building. His continued focus is toward achieving a safe and incident free workplace. Highly experienced and well-trained safety professional with over ten years of experience.

OSHA, American Red Cross, FEMA, CSI, & IBOEHS Certifications:

- Registered Safety Officer
- Site Safety & Health Officer
- OSHA 30 – General Industry & Health
- OSHA 30 – Construction Safety & Health
- MSHA Part 48 Surface New Miner
- RIG Pass
- Hazwoper 40+ and Marine Oil Spill Training
- Hazwoper 40+ Supervision
- Hazwoper 40
- Emergency Care CPR/AED/First Aid Course
- Certified Forklift/Bobcat/JLG/4x5 Forklift Operator
- H2S Safety Training
- Industrial Scientific Portable Instrument Technician
- IS-5.a Introduction to Hazardous Materials 2013
- IS-340 Hazardous Materials Prevention 2013
- IS-19.12 EEO Supervisor 2013
- IS-37 Managerial Safety & Health 2013
- IS-240.a Leadership & Influence 2013
- IS-241 Decision Making and Problem Solving 2013
- IS-242a. Effective Communication 2013
- IS-265 Basic Instructional Skills 2013
- Health, Safety & Environmental Manager
- Health, Safety & Environmental Specialist
- Health, Safety & Environmental Supervisor
- Health, Safety & Environmental Trainer
- Introduction to Safety Management OSHA #7500
- Effective Safety and Committee Operations
- Effective Accident Investigation OSHA #7505
- Introduction to OSH Training
- Hazard Analysis and Control OSHA #7415
- Hazard Communication Program OSHA #2045
- Job Hazard Analysis (JHA)
- Effective Safety Committee Meetings
- OSHA Record Keeping
- Personal Protective Equipment OSHA #2225, 7400
- Energy Cntrl Program – Lockout/Tagout OSHA #7115
- Introduction to Ergonomics OSHA #2255
- Safety Supervision and Leadership
- Confined Space Entry Program OSHA #7300
- Confined Space Supervisor OSHA #2264
- Fall Protection Program OSHA #3115, 7405
- Capital Safety Equipment Inspector
- Capital Safety Competent Person
- Competent Person Ladder Inspection and Safety
- Electrical Safety Basics OSHA 3095
- Safety Management System Evaluation
- Emergency Action Plans OSHA #7105
- Fire Prevention Plans
- Fleet Safety Management
- Preventing Workplace Violence
- Developing OSH Training
- Ergonomics Program Management OSHA #2255, 7000
- Conducting OHS Training
- Bloodborne Pathogens OSHA #7200, 7205, 7210
- Industrial Hygiene OSHA #521

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent, Andrew Bowns, Project Manger

MEETING

DATE: July 23, 2024

RE: Purchase of a new 2023 DYNAPAC CC950 Steel Roller

Background

The Street Department & Sewer Department currently uses a 1977 Rex steel roller for compacting aggregate and asphalt during street repairs. This machine has an 84-inch front drum and rear rubber tires and isn't conducive to the smaller jobs that we use it for. This machine is also too large to transport, so it must be driven from location to location. This machine is near the end of its service life and should be replaced.

Analysis/Discussion

The DYNAPAC Roller has two 36-inch steel drums, the smaller size allows it to be transported using a trailer and used in smaller street cuts. It also eliminates the need to enlarge street cuts to allow for the machine to fit within the excavation therefore saving on material cost.

Fiscal Impact

The cost of this machine will be split between the Street and Sewer Departments. This purchase was planned for in the 2024/2025 budget in line 70-3600-7860, Street Department Vehicles and 50-7200-7860, Capital Expense-Equipment. The purchase price is \$33,010.60. This equipment is under a Sourcewell Contract, and we received 28% discount in the amount of \$10,354.40.

COW Recommendation

Approve the purchase of the 2023 DYNAPAC CC950 Steel Roller for \$33010.60, and place it on the agenda of the August 5, 2024 Regular City Council agenda.

Council Recommendation:

Approve the purchase of the DYNAPAC CC950 Steel Roller from ALTA Equipment Company of Bloomington IL.

July 18, 2024

City of Lincoln
700 Broadway Street
Lincoln IL 62656
Attn: Walt Landers



Dear Walt:

Alta Equipment is pleased to present you with **SOURCEWELL PRICING ON A 2023 DYNAPAC CC950 (ref: EQ0340794).**

LIST PRICE	\$36,980.00
SOURCEWELL 28% DISCOUNT OFF LIST	(10,354.40)
FREIGHT	\$ 5,900.00
PDI	\$ 485.00

Our price on this unit is: \$33,010.60+ tax

Thank you for this opportunity,

** Quote is valid for 30 days and subject to prior sale

Ryan Curry
Account Manager
P: (217) 671-5296
E: ryan.curry@altaequipment.com

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: July 23, 2024
RE: Economic Development Commission Grant Approvals

Background:

On July 19, 2024, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL GRANTS:

1. Mystic Greenz/Ind. Capital LLC – 1120 Woodlawn Rd.

- Front entrance repair/replacement.
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on July 19, 2024: \$7,500.00

Council Recommendation: Place on Regular City Council Meeting Agenda for August 5, 2024.

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln. 1853—Incorporated February 16, 1863
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Walt Landers, Joe Meister

Meeting Date: July 23, 2024

RE: Fencing and Automatic Gate Operators

Background

The City currently has no impound lot for vehicles seized by the Police Department. The Sewer Dept. and Streets and Alleys Dept. would like another storage area for rock and other miscellaneous items. The Sewer Dept. would like to add an automatic gate operator to the existing main entrance.

Analysis/Discussion:

The impound lot will serve the City of Lincoln's Police Department law enforcement vehicle seizure storage needs.

The Sewer Dept. and Streets and Alleys Dept. would benefit from having a storage yard on this side of town. It would be used for rock and equipment storage.

The Sewer Dept. would benefit from having an automatic gate operator installed on the main entrance. This would be much safer for employees in the winter due to reducing the likelihood of slips, trips, and falls. It would also provide for a more secure operation as the gate would automatically close behind entering and exiting vehicles during off hours.

Fiscal Impact:

Police Department:

\$11,199.00 to be expensed from "43-1200-8862 GO Bond Expenditures - Police Equipment"

Sewer Department:

\$76,321.20 to be expensed from "50-7200-7864 Capital Expense - Build and Grds"

Streets and Alleys Department:

\$11,199.00 to be expensed from "50-7200-7864 Capital Expense - Build and Grds"

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY

Council Recommendation:

Approve the attached quotes for fencing demolition/installation, electrical installation, start-up, and unknowns in an amount not to exceed \$108,591.12.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

GOODMAN FENCE, INC.

RESIDENTIAL, COMMERCIAL & INDUSTRIAL

Fax # 217-487-7224
 www.goodmanfence.com
 Goodmanfence@gmail.com



5898 NORTH WALNUT STREET ROAD
 SPRINGFIELD, ILLINOIS 62707
 217-487-7205

DATE 3-7-24

EMAIL andrew.downs@reelin.com

TELEPHONE NO. 217-737-3160

SOLD TO City of Lincoln

ADDRESS 150 Kickapoo St Zone _____

LOCATION Lincoln IL 62656

WORK NO. _____

Total Height 6' plus Barb

Post Spaced 10' or less

Style Fence C/L

Gauge 9 ga. 11 1/2 ga.

All Posts Set in Concrete

Top Rail _____ 1 1/2" O.D.

Line Post _____ 2 3/8" O.D.

End Post _____ 2 3/8" O.D.

Corner Post _____ 2 3/8" O.D.

Walk Gate Post _____ O.D.

Roller Drive Gate Post _____ 4" O.D.

Gate Frames _____ O.D.

TERMS

Cash Upon Completion

30 Days
 After 30 days, a Service Charge of 1.5% will be charged on the unpaid balance each month. Annual percentage rate of 18%.

Add _____ to all card transaction.

QUANTITY	
890'	6' Tall 9ga C/L fencing with 3 strands barbwire
3	2 3/8" Terminal post
2	4" Slide Gate post
2	2 3/8" Tie-ons
1	30' x 6' Transport gate
1	9150 operator with key pad and remotes
	Electric and Electric hook-up supplied by other
	Total <u>33,596.00</u>

FOR YOUR PROTECTION

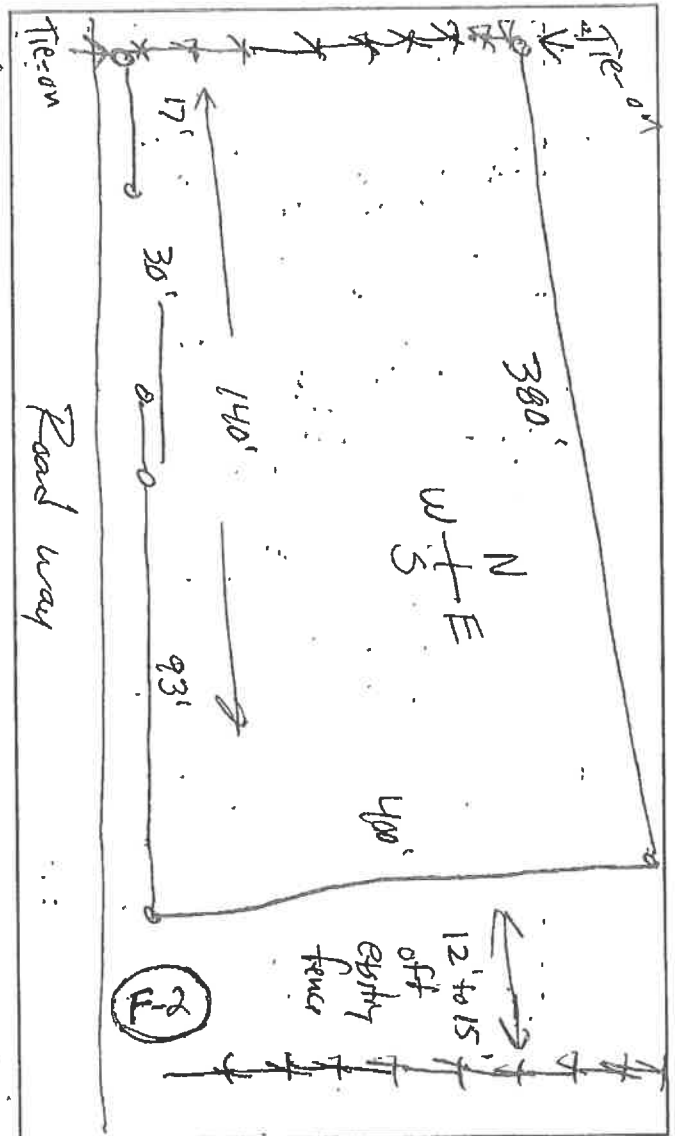
On payments to us, use check or money order payable to company as shown on heading of this sales contract.

Down _____

Total _____

Salesman

Brett Cunningham



CONTRACT CONDITIONS

GOODMAN FENCE, INC. will warrant our workmanship for above fence for one year.

I, individually and on behalf of the undersigned business, if any (collectively, "Customer"), agree to be responsible for the payment to Goodman Fence, Inc. ("Goodman") for any and all materials and/or services furnished to me and/or the undersigned business, if any, by Goodman. I have read the terms and conditions which appear on the reverse side of this agreement (the "Agreement") and I agree to the same.

ACCEPTED _____

TERMS AND CONDITIONS

1. All accounts are due and payable at the remittance address shown on the Agreement at the time specified on the face of this Agreement; provided however, that if the face of this Agreement does not provide a time for remittance of payment, all accounts are due and payable immediately upon Goodman's delivery of materials and/or completion of services. In the event the account becomes past due, a charge of 1 1/2% per month (18% per annum) shall be due and payable on all past due amounts.
2. Customer agrees to pay all costs of collection, including attorneys fees and court costs, in addition to all other sums due.
3. Customer is solely responsible for complying with local zoning rules and regulations and obtaining any permits required under such rules and regulations.
4. Customer acknowledges that Goodman is not responsible under any circumstance for determining property lineage and Customer further acknowledges that, in the event that property pins cannot be located, Goodman has advised Customer to obtain a survey of the property.
5. Customer is responsible for locating and marking buried lines or objects that are not marked as public utilities (e.g., unmarked sprinkler lines, drain extensions, sump pump drains, etc.) and Customer assumes absolute liability for any and all damages in the event Goodman strikes any such unmarked or buried lines or objects.
6. In the event Customer directs Goodman to dig in the immediate vicinity of marked utilities, Customer assumes absolute liability for any and all damages in the event that Goodman strikes such utilities.
7. Customer expressly agrees that Goodman retains title to all materials furnished by Goodman until final payment is made by Customer. If final payment is not made promptly when due pursuant to the terms hereof, Goodman is authorized to remove any said materials; provided, however, that Goodman's removal of materials shall not be considered liquidated damages and Goodman will continue to have all remedies available at law to Goodman to recover any amounts remaining due to Goodman. Customer waives Customer's right to recover from Goodman for any damages which may result from said removal.
8. This Agreement shall be governed by the laws of the State of Illinois, and Customer voluntarily and freely submits to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise out of the course of business between Customer and Goodman. To the extent permissible under Illinois law, Customer waives any right to trial by jury in any civil action arising out of, or based upon this agreement.
9. Customer grants Goodman the right to obtain credit and financial information concerning Customer at any time and from any available source.
10. Goodman is not a manufacturer, and therefore extends no warranties, express or implied, with regard to materials sold by Goodman. Warranties with respect to materials sold by Goodman are limited to any warranties which may be extended by the manufacturer or supplier. All services performed by Goodman are warranted for one (1) year. Goodman **EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No agent or representative of Goodman, other than the President of Goodman, is authorized to make any warranty with terms which differ from the terms stated herein. If Customer is purchasing products and/or services from Goodman for resale, Customer agrees to hold Goodman harmless from any warranty given by Customer which differs from, or is more extensive than, Goodman's warranty with regard to services or the manufacturer's or supplier's warranty with regard to products. In the spirit of fairness and in keeping with its policy of providing quality materials and services Goodman pledges to Customer to assist Customer in obtaining the full value of any manufacturer's or supplier's warranty.
11. All returns must have prior approval along with proof of purchase. Restocking, reconditioning and freight charges may apply.
12. Customer's assent to these terms and conditions shall be conclusively presumed from Customer's acceptance of the delivery of materials and/or services from Goodman without prompt written objection. No terms or conditions contained in Customer's purchase order, shipping release, or elsewhere, shall be binding upon Goodman. These terms and conditions may not be altered by anyone other than a Vice President or the President of Goodman.
13. This is a continuing agreement between Customer and Goodman and will remain in full force and effect until revoked in writing and received and accepted by Goodman.

GOODMAN FENCE, INC.

RESIDENTIAL, COMMERCIAL & INDUSTRIAL

FAX # 217-487-7224
 www.goodmanfence.com
 Goodmanfence@gmail.com



5898 NORTH WALNUT STREET ROAD
 SPRINGFIELD, ILLINOIS 62707
 217-487-7205

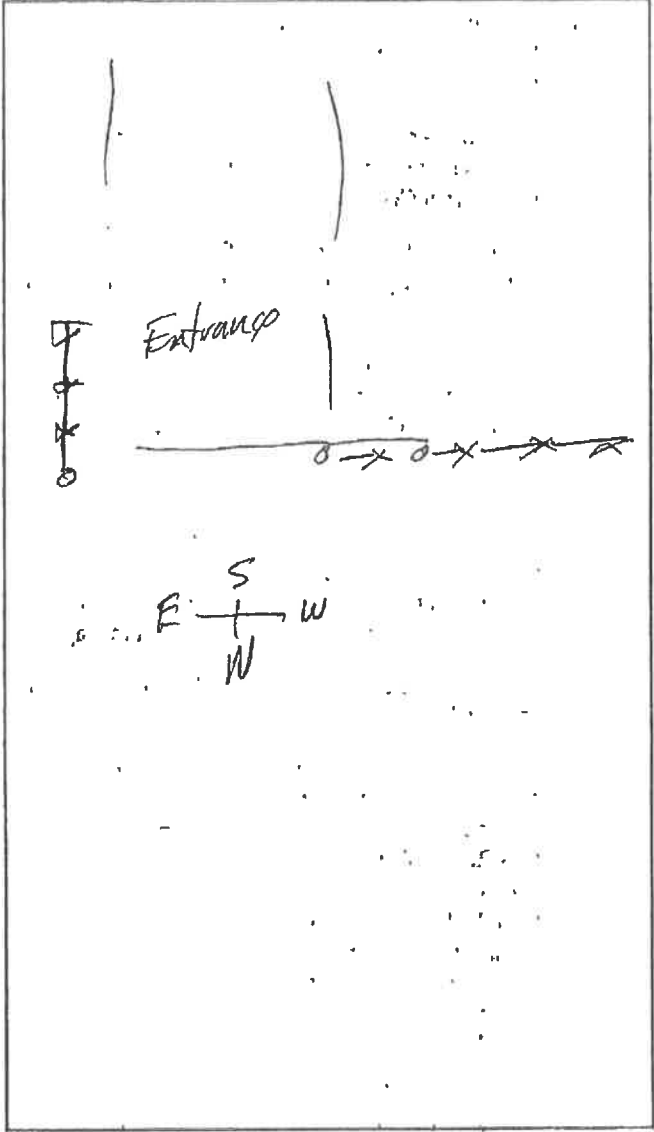
SOLD TO City of Lincoln
 ADDRESS 150 Kickapoo St Zone _____
 LOCATION Lincoln #11

DATE 3-7-24
 EMAIL andrew.bowins@veolia.com
 TELEPHONE NO. 217-737-3160
 WORK NO. _____

Total Height 6' plus Barb
 Post Spaced _____ Top Rail _____ O.D.
 Style Fenced _____ Line Post _____ O.D.
 Gauge 9 ga. 11 1/2 ga. End Post _____ O.D.
 All Posts Set In Concrete Corner Post _____ O.D.
 Walk Gate Post _____ O.D.
 Drive Gate Post _____ O.D.
 Gate Frames _____ O.D.

TERMS
 Cash Upon Completion
 30 Days
 After 30 days, a Service Charge of 1.5% will be charged on the unpaid balance each month. Annual percentage rate of 18%.
 Add _____ to all card transaction.

QUANTITY	
1	9150 operator with key pad and remotes
	To be installed on existing 30' transport gate
	(Electric and Electric hook up supplied by others)



FOR YOUR PROTECTION
 On payments to us, use check or money order payable to company as shown on heading of this sales contract.

Salesman Brett Cunningham

Total \$6,141.00
 Down _____
 Total _____

CONTRACT CONDITIONS
 GOODMAN FENCE, INC. will warrant our workmanship for above fence for one year.
 I, individually and on behalf of the undersigned business, if any (collectively, "Customer"), agree to be responsible for the payment to Goodman Fence, Inc. ("Goodman") for any and all materials and/or services furnished to me and/or the undersigned business, if any, by Goodman. I have read the terms and conditions which appear on the reverse side of this agreement (the "Agreement") and I agree to the same.

ACCEPTED _____

TERMS AND CONDITIONS

1. All accounts are due and payable at the remittance address shown on the Agreement at the time specified on the face of this Agreement; provided however, that if the face of this Agreement does not provide a time for remittance of payment, all accounts are due and payable immediately upon Goodman's delivery of materials and/or completion of services. In the event the account becomes past due, a charge of 1 1/2% per month (18% per annum) shall be due and payable on all past due amounts.
2. Customer agrees to pay all costs of collection, including attorneys fees and court costs, in addition to all other sums due.
3. Customer is solely responsible for complying with local zoning rules and regulations and obtaining any permits required under such rules and regulations.
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6. In the event Customer directs Goodman to dig in the immediate vicinity of marked utilities, Customer assumes absolute liability for any and all damages in the event that Goodman strikes such utilities.
7. Customer expressly agrees that Goodman retains title to all materials furnished by Goodman until final payment is made by Customer. If final payment is not made promptly when due pursuant to the terms hereof, Goodman is authorized to remove any said materials; provided, however, that Goodman's removal of materials shall not be considered liquidated damages and Goodman will continue to have all remedies available at law to Goodman to recover any amounts remaining due to Goodman. Customer waives Customer's right to recover from Goodman for any damages which may result from said removal.
8. This Agreement shall be governed by the laws of the State of Illinois, and Customer voluntarily and freely submits to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise out of the course of business between Customer and Goodman. To the extent permissible under Illinois law, Customer waives any right to trial by jury in any civil action arising out of, or based upon this agreement.
9. Customer grants Goodman the right to obtain credit and financial information concerning Customer at any time and from any available source.
10. Goodman is not a manufacturer, and therefore extends no warranties, express or implied, with regard to materials sold by Goodman. Warranties with respect to materials sold by Goodman are limited to any warranties which may be extended by the manufacturer or supplier. All services performed by Goodman are warranted for one (1) year. Goodman EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No agent or representative of Goodman, other than the President of Goodman, is authorized to make any warranty with terms which differ from the terms stated herein. If Customer is purchasing products and/or services from Goodman for resale, Customer agrees to hold Goodman harmless from any warranty given by Customer which differs from, or is more extensive than, Goodman's warranty with regard to services or the manufacturer's or supplier's warranty with regard to products. In the spirit of fairness and in keeping with its policy of providing quality materials and services Goodman pledges to Customer to assist Customer in obtaining the full value of any manufacturer's or supplier's warranty.
11. All returns must have prior approval along with proof of purchase. Restocking, reconditioning and freight charges may apply.
12. Customer's assent to these terms and conditions shall be conclusively presumed from Customer's acceptance of the delivery of materials and/or services from Goodman without prompt written objection. No terms or conditions contained in Customer's purchase order, shipping release, or elsewhere, shall be binding upon Goodman. These terms and conditions may not be altered by anyone other than a Vice President or the President of Goodman.
13. This is a continuing agreement between Customer and Goodman and will remain in full force and effect until revoked in writing and received and accepted by Goodman.

GOODMAN FENCE, INC.

RESIDENTIAL, COMMERCIAL & INDUSTRIAL

Fax # 217-487-7224
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 Goodmanfence@gmail.com



5898 NORTH WALNUT STREET ROAD
 SPRINGFIELD, ILLINOIS 62707
 217-487-7205

SOLD TO City of Lincoln
 ADDRESS 150 Kickapoo St Zone _____
 LOCATION Lincoln IL 62656

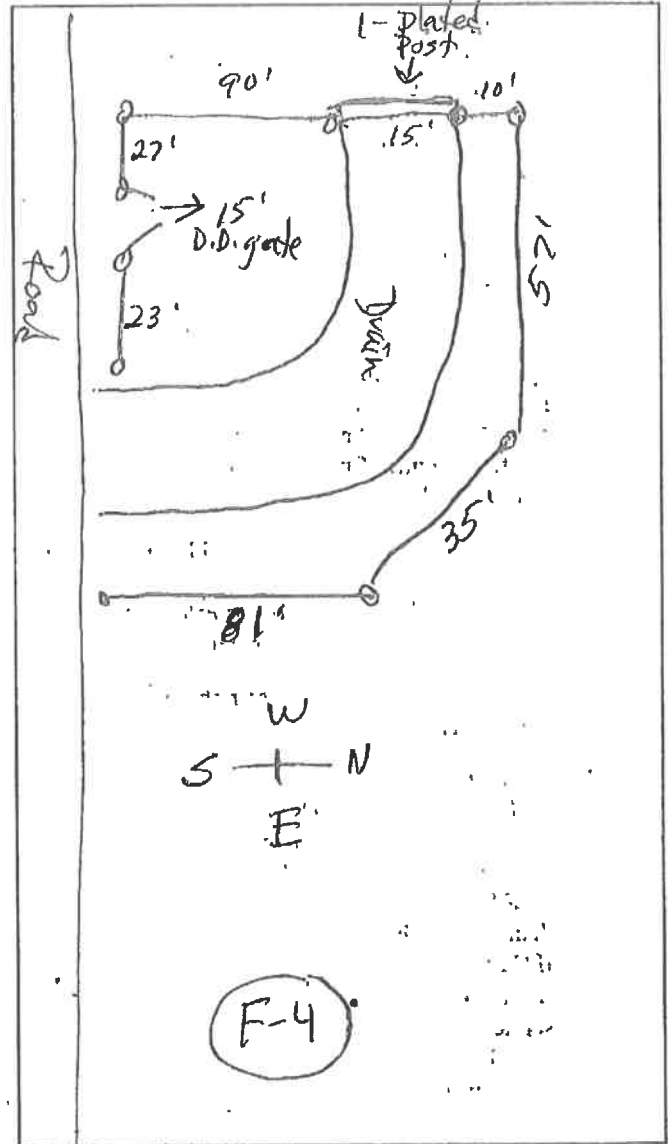
DATE 3-7-24
 EMAIL andrew.bowns@veolia.com
 TELEPHONE NO. 217-737-3160
 WORK NO. _____

Total Height 6' plus Barb
 Post Spaced 10' or less Top Rail _____ 1 5/8 O.D.
 Style Fence C/L Line Post _____ 2 1/2 O.D.
 Gauge 9 ga. 11 1/2 ga. End Post _____ 2 7/8 O.D.
 Corner Post _____ 2 7/8 O.D.
 Walk Gate Post _____ O.D.
 Drive Gate Post _____ 2 7/8" / 4" O.D.
 Gate Frames _____ 1 3/8" O.D.

All Posts Set in Concrete

TERMS

- Cash Upon Completion
- 30 Days
 After 30 days, a Service Charge of 1.5% will be charged on the unpaid balance each month. Annual percentage rate of 18%.
- Add _____ to all card transaction.



QUANTITY	
338'	6' Tall 9ga C/L fencing with 3 strands barbed wire
10	2 7/8" Terminal post
1	15' x 6' D.D. gate \$2,640.00
	Remove and haul away existing C/L fence 338' \$1,085.00
	Total \$13,735.00

FOR YOUR PROTECTION

On payments to us, use check or money order payable to company as shown on heading of this sales contract.

Total \$13,735.00
 Down _____

Salesman Brett Cunningham Total _____

CONTRACT CONDITIONS

GOODMAN FENCE, INC. will warrant our workmanship for above fence for one year.
 I, individually and on behalf of the undersigned business, if any (collectively, "Customer"), agree to be responsible for the payment to Goodman Fence, Inc. ("Goodman") for any and all materials and/or services furnished to me and/or the undersigned business, if any, by Goodman. I have read the terms and conditions which appear on the reverse side of this agreement (the "Agreement") and I agree to the same.

ACCEPTED _____

TERMS AND CONDITIONS

1. All accounts are due and payable at the remittance address shown on the Agreement at the time specified on the face of this Agreement; provided however, that if the face of this Agreement does not provide a time for remittance of payment, all accounts are due and payable immediately upon Goodman's delivery of materials and/or completion of services. In the event the account becomes past due, a charge of 1 1/2% per month (18% per annum) shall be due and payable on all past due amounts.
2. Customer agrees to pay all costs of collection, including attorneys fees and court costs, in addition to all other sums due.
3. Customer is solely responsible for complying with local zoning rules and regulations and obtaining any permits required under such rules and regulations.
4. Customer acknowledges that Goodman is not responsible under any circumstance for determining property lineage and Customer further acknowledges that, in the event that property pins cannot be located, Goodman has advised Customer to obtain a survey of the property.
5. Customer is responsible for locating and marking buried lines or objects that are not marked as public utilities (e.g., unmarked sprinkler lines, drain extensions, sump pump drains, etc.) and Customer assumes absolute liability for any and all damages in the event Goodman strikes any such unmarked or buried lines or objects.
6. In the event Customer directs Goodman to dig in the immediate vicinity of marked utilities, Customer assumes absolute liability for any and all damages in the event that Goodman strikes such utilities.
7. Customer expressly agrees that Goodman retains title to all materials furnished by Goodman until final payment is made by Customer. If final payment is not made promptly when due pursuant to the terms hereof, Goodman is authorized to remove any said materials; provided, however, that Goodman's removal of materials shall not be considered liquidated damages and Goodman will continue to have all remedies available at law to Goodman to recover any amounts remaining due to Goodman. Customer waives Customer's right to recover from Goodman for any damages which may result from said removal.
8. This Agreement shall be governed by the laws of the State of Illinois, and Customer voluntarily and freely submits to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise out of the course of business between Customer and Goodman. To the extent permissible under Illinois law, Customer waives any right to trial by jury in any civil action arising out of, or based upon this agreement.
9. Customer grants Goodman the right to obtain credit and financial information concerning Customer at any time and from any available source.
10. Goodman is not a manufacturer, and therefore extends no warranties, express or implied, with regard to materials sold by Goodman. Warranties with respect to materials sold by Goodman are limited to any warranties which may be extended by the manufacturer or supplier. All services performed by Goodman are warranted for one (1) year. Goodman EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No agent or representative of Goodman, other than the President of Goodman, is authorized to make any warranty with terms which differ from the terms stated herein. If Customer is purchasing products and/or services from Goodman for resale, Customer agrees to hold Goodman harmless from any warranty given by Customer which differs from, or is more extensive than, Goodman's warranty with regard to services or the manufacturer's or supplier's warranty with regard to products. In the spirit of fairness and in keeping with its policy of providing quality materials and services Goodman pledges to Customer to assist Customer in obtaining the full value of any manufacturer's or supplier's warranty.
11. All returns must have prior approval along with proof of purchase. Restocking, reconditioning and freight charges may apply.
12. Customer's assent to these terms and conditions shall be conclusively presumed from Customer's acceptance of the delivery of materials and/or services from Goodman without prompt written objection. No terms or conditions contained in Customer's purchase order, shipping release, or elsewhere, shall be binding upon Goodman. These terms and conditions may not be altered by anyone other than a Vice President or the President of Goodman.
13. This is a continuing agreement between Customer and Goodman and will remain in full force and effect until revoked in writing and received and accepted by Goodman.



BROWNE ELECTRIC
LINCOLN, IL

228 S Chicago St
Lincoln, IL 62656
browne.electric@gmail.com
217-871-5640

Andrew Bowns
150 W. Kickapoo Street, Lincoln Il
217-732-4030
Lincoln Wastewater Treatment Facility
Andrew.bowns@veolia.com

v

Estimate is for trenching electrical service wires and providing electrical power to the proposed locations specified at the Lincoln Waste Water treatment facility.

Note: Price is for alluminum wire being installed underground, with all site directional boring being provided. Browne Electric will provide trenching and will restore site back to original conditions.

Scope of Work:

- Trenching, pvc conduit and wiring from electrical panel in treatment facility shop to utility pole site specified. At the utility pole 60 Amp exterior rated panel will be installed.
- Trenching, pvc conduit and wiring will continue from utility pole electrical panel to gate controller on south side of road.
- Directional boring will be provided to cross under W. Kickapoo Street by others.
- Across the street, the bored conduit will enter a Quazite box, rigid metal conduit will be run across the water-passage way to a second Quazite box in the ground, from that point trenching, pvc conduit and wiring will be installed to reach the utility pole site specified for the other power distribution panel (30amp). From the utility pole site distribution panel a trench, pvc conduit and wiring will go to the north entrance gate controller.
- Exterior flood light will be installed across the street to illuminate the keypad area that will be across W. Kickapoo Street.
- Wire, panels, boxes will be provided and installed as needed to complete the project.

Materials and Labor: \$ 28,900.00

Karter Browne
OWNER/OPERATOR

