

**CITY OF LINCOLN**  
**COMMITTEE OF THE WHOLE MEETING**  
**AGENDA**  
**JULY 23, 2024**  
**CITY HALL COUNCIL CHAMBERS**  
**700 BROADWAY STREET**  
**6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. 145 – Influent Pumping Station Upgrade.**
- 5. Economic Development Grant Approval – Mystic Greenz/Ind. Capital LLC 1120 Woodlawn Road front entrance repair/replacement in the amount of \$7,500.00.**
- 6. Purchase of a new 2023 DYNAPAC CC 950 Steel Roller.**
- 7. Fencing and Automatic Gate Operators.**
- 8. Creation of line item in appropriations for matching grant opportunities.**
- 9. Announcements**
- 10. Possible Executive Session**
- 11. Adjournment**
- 12. Upcoming Meetings:** City Council Meeting: Monday, August 5, 2024 at 6:00 PM  
Committee of the Whole Meeting: Tuesday, August 13, 2024 at 6:00 PM

TRACY WELCH  
MAYOR

PEGGY S. BATEMAN  
CITY CLERK

CHARLES N. CONZO  
CITY TREASURER

JOHN A. HOBЛИT  
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

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### 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

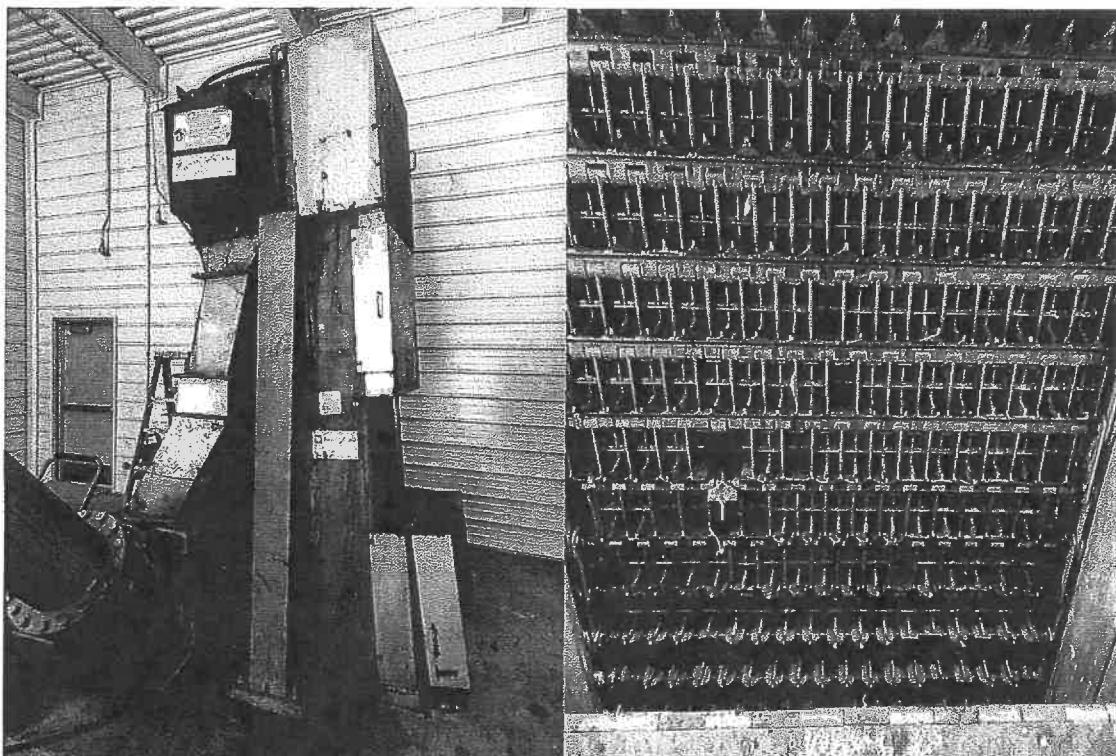
TRACY WELCH  
MAYOR

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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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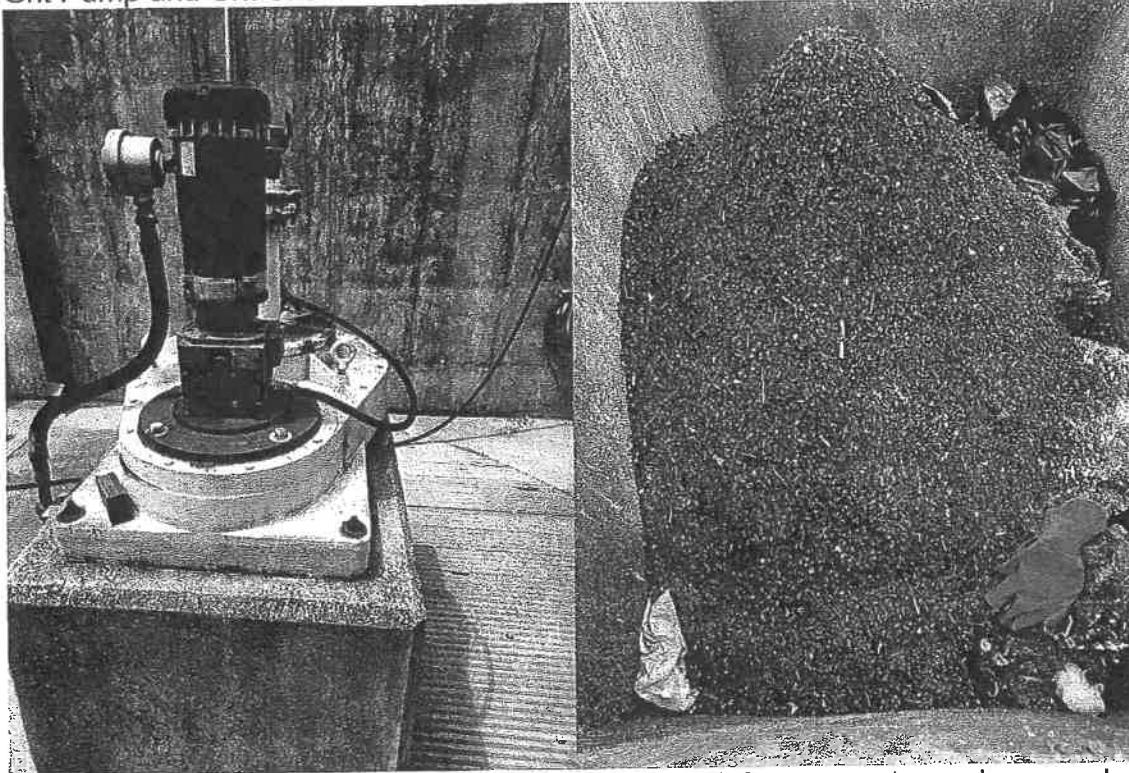
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CITY ATTORNEY

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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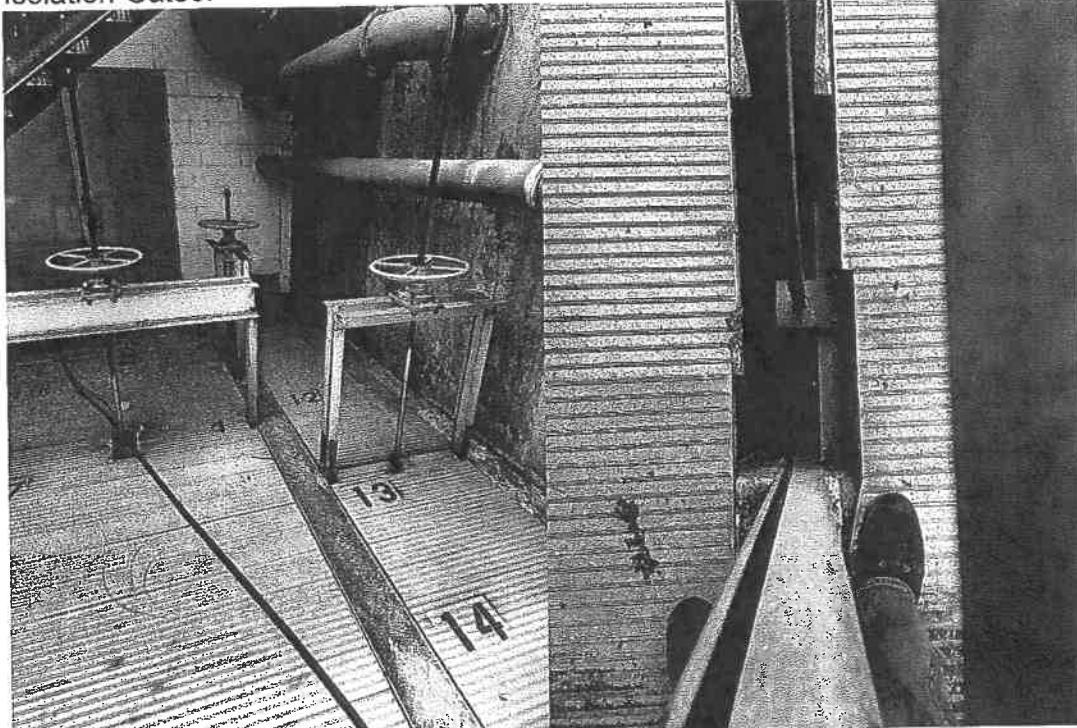
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Isolation Gates:



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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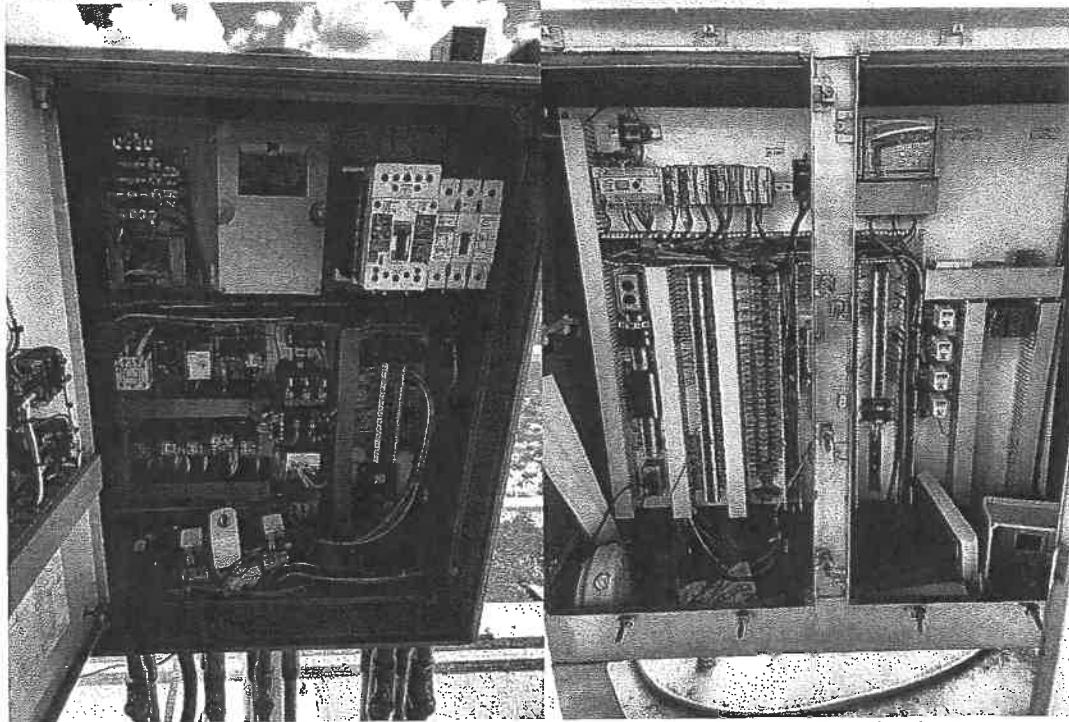
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SCADA Network and Alarm System:



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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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

Crawford, Murphy & Tilly

Centered in Value

2750 W Washington Street Springfield, Illinois 62702 PHONE 217.787.8050 FAX 217.787.4183 cmtengr.com Engineers and Consultants

**PLOCHE**  
construction

[www.plocherco.com](http://www.plocherco.com)

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

3805 Middle Pocher Road • Elsland, IL 62242  
T 318-541-9409 F 318-541-9404

RECEIVED  
1-24-17

**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>
One	June 27, 2024
Two	July 9, 2024
Three	July 10, 2024

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
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#### 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

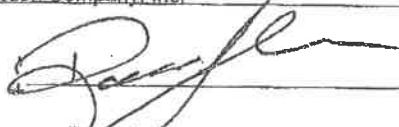
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 10 – BID SUBMITTAL

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

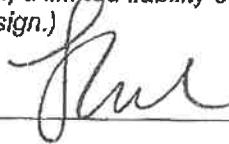
Plocher Construction Company, Inc.

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

rmlengermann@plocherco.com

Bidder's License No.:

(where applicable)

**BIDDING REQUIREMENTS**  
Document 00 43 13 – Bld 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 agree to this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Plocher Construction Company, Inc.

(Seal)

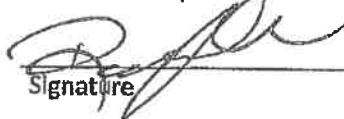
**SURETY** Travelers Casualty and

Surety Company of America

(Seal)

Surety's Name and Corporate Seal

By:



By:

  
Signature (Attach Power of Attorney)

Rachelle Lengermann  
Print Name

Taffra S. Holman

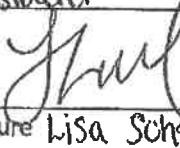
Print Name

President  
Title

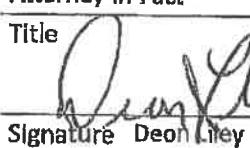
Attorney-in-Fact

Title

Attest:

  
Signature Lisa Scholl

Attest:

  
Signature Deon Liley

Corporate Secretary  
Title

Title Witness

*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

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, recognition, 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, recognition, contract of Indemnity, or writing obligatory in the nature of a bond, recognition, 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 undertaking 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:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

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

**MANUFACTURER'S NAME AND PRODUCT**

ADD

**DEDUCT**

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**

### **Plocher Construction Company, Inc.**

Individual or Corporate Name

By

~~Rachelle Engermann President~~

### Address

2808 Thole Plocher Road

Highland, IL 62249

END OF DOCUMENT 00 43 25

Lincoln/23005435.00

00 43 25 - 1

### Headworks Improvements Proposed Product Substitutions

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: Scadaunire

Address: \_\_\_\_\_ Street Normal, IL City

B. Type of Work: ELECTRICAL

Dollar Value of Work: \$1,241,650.00

Name: Eg. 221

Address: \_\_\_\_\_ Street Springfield, IL City

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: \_\_\_\_\_

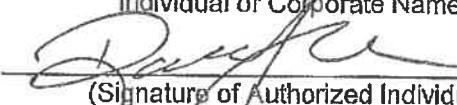
Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_

#### 1.02 SIGNATURE OF BIDDER

Plocher Construction Company, Inc.

Individual or Corporate Name

By

  
(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:**

**3. SUBMITTED FOR:**  
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**

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 Stelner
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>0.81</u>
YEAR	<u>2020</u>	EMR	<u>0.81</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 Call 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: Erin Lengemann  
TITLE: Rachelle Lengemann, President  
DATED: 7/16/2024

NOTARY ATTEST:

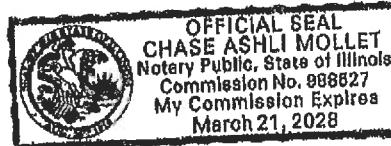
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 17th DAY OF July, 2024

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

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.

*Chase Ashli Mollet*



## 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:				

SCHEDULE B

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

Project Name  See attached "Major Jobs Last Five Years"	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:				

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:				

**SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE**



## BIDDING REQUIREMENTS

Document 00 45 19 - Non-Collusion  
Affidavit

(This Affidavit must be executed)

STATE OF Illinois }  
COUNTY OF Madison }

Rachelle Lengermann

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

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

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.

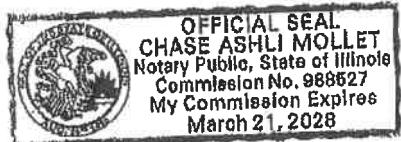
Rachelle Lengermann, President Affiant

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

**Notary Public**

My Commission Expires: 3.21.2028

END OF DOCUMENT 00 45 19



Lincoln/23005435.00

00 45 19 - 1

## Headworks Improvements Non-Collusion Affidavit

## BIDDING REQUIREMENTS

Document 00 45 46 – Bidder's Certification

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

Rachelle Lengermann \_\_\_\_\_, do hereby certify that:

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 Langemann  
to me personally known, who, being duly sworn, did execute the foregoing affidavit.

state that he or she was properly authorized by (Name of Firm), *Placer Construction Co., Inc.*

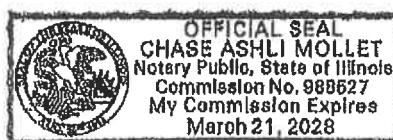
to execute the affidavit and did so on his behalf.

Nature Publishing

Chase Ashli Molyneux

Commission Expires: 3/21/2028

**Notary Seal**



END OF DOCUMENT 004546

Lincoln/23005435.00

00 45 46 - 1

## Headworks Improvements Bidder's Certification

**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

ILCS

265/1)

Sec. 1. Short title. This Act may be cited as the Substance Abuse Prevention on Public  
Works  
Projects  
Act.  
(Source: P.A. 95-635, eff. 1-1-08.)

(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

ILCS

265/10)

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  
0.02.  
(Source: P.A. 95-635, eff. 1-1-08.)

(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.)

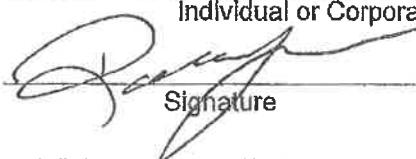
BIDDER acknowledges his firm has a written program in place which meets or exceeds the program requirements in the **(820 ILCS 265/1) Substance Abuse Prevention or Public Works Projects Act**.

SIGNATURE OF BIDDER

Plocher Construction Company, Inc.

Individual or Corporate Name

By



Signature

Rachelle Lengermann, President

Address

2808 Thole Plocher Road

Highland, IL 62249

END OF DOCUMENT 00 45 90

Lincoln/23005435.00

00 45 90-4

Headworks Improvements  
Substance Abuse Prevention on Public  
Works Projects Act

## BIDDING REQUIREMENTS

Document 00 45 60 -Health, Safety & Welfare Affidavit

(This Affidavit must be executed)

STATE OF Illinois )  
COUNTY OF Madison ) SS

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.

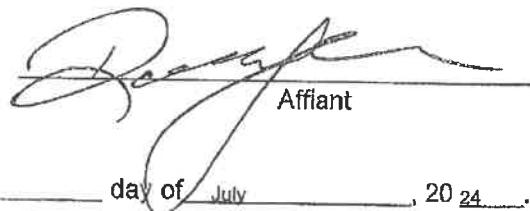
the party making the foregoing proposal or bid; that said Bidder has not received any citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, Occupational Safety & Health Administration (OSHA), Family Medical Leave Act (FMLA), Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), National Labor Relations Act (NLRA), the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also including parent and subsidiary corporations or entities. If said Bidder has received any of the aforementioned violations, he shall include (as an attachment to this Affidavit) a complete, accurate, and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers.

Any Bidder who willfully fails or refuses to include the information required in the preceding paragraph, or whose report is substantially incomplete, inaccurate, or untruthful, shall be disqualified and its bid rejected.

The OWNER may reject any bid and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals any of the following:

That there has been a finding, determination, or judgment by an agency of the state or federal government charged with the responsibility of enforcing laws and regulations which protect the health, safety, or welfare of workers, as enumerated above, or otherwise, that the bidder has violated such a statute or regulations, and that such violation was:

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

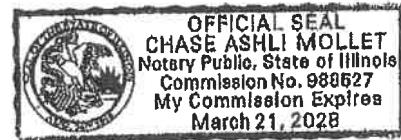
Subscribed and sworn to before me this 16th day of July, 20 24.



Notary Public

My Commission Expires: 3/21/2028

END OF DOCUMENT 00 45 60



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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**

	<b>Assets</b>	
	<b>December 31,</b>	
	<b>2022</b>	<b>2021</b>
<b>Current Assets</b>		
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 )	2,767,416	1,866,554
<b>Total Current Assets</b>	<u>\$ 37,827,281</u>	<u>\$ 35,467,826</u>
<b>Property and Equipment (Note 6)</b>	<u>5,214,621</u>	<u>4,591,525</u>
<b>Total Assets</b>	<u><u>\$ 43,041,902</u></u>	<u><u>\$ 40,059,350</u></u>
<b>Liabilities And Stockholder's Equity</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 5,771,456	\$ 3,180,822
B 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)	1,499,512	1,224,258
Accrued expenses	\$ 26,631,487	\$ 24,134,883
<b>Total Current Liabilities</b>	<u><u>\$ 26,631,487</u></u>	<u><u>\$ 24,134,883</u></u>
<b>Long Term Liabilities</b>		
Notes payable (Note 7)	\$ 26,631,487	\$ 24,134,883
<b>Stockholder's Equity</b>		
<b>Common Stock</b>		
Authorized 30,000 shares of \$1 par value; issued and outstanding 500 shares	500	500
Additional paid-in capital	60,874,346	64,358,798
Retained Earnings	(44,464,430)	(38,434,830)
<b>Total Stockholder's Equity</b>	<u><u>\$ 16,410,416</u></u>	<u><u>\$ 15,924,468</u></u>
<b>Total Liabilities And Stockholder's Equity</b>	<u><u>\$ 43,041,902</u></u>	<u><u>\$ 40,059,350</u></u>

See the accompanying notes to financial statements.

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PLOCHER CONSTRUCTION COMPANY, INC.

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STATEMENT OF STOCKHOLDER'S EQUITY

For The Years Ended December 31, 2022 And 2021

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings (Deficit)	Total Stockholder's Equity
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			\$ 6,615,548		\$ 6,615,548
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

**PLOCHER CONSTRUCTION COMPANY, INC.**

**STATEMENT OF INCOME**

	For The Years Ended December 31,			
	2022		2021	
	Amount	%	Amount	%
<b>Income From Contracts</b>				
Contracts completed	\$14,720,856	9.3%	\$13,409,697	13.1%
Contracts in progress	<u>143,552,601</u>	<u>90.7%</u>	<u>89,208,982</u>	<u>86.9%</u>
<b>Total Income From Contracts</b>	<b>158,273,456</b>	<b>100.0%</b>	<b>102,618,679</b>	<b>100.0%</b>
<b>Contract Costs</b>				
Contracts completed	5,118,490	3.2%	7,180,343	7.0%
Contracts in progress	<u>132,856,610</u>	<u>83.9%</u>	<u>81,280,904</u>	<u>79.2%</u>
<b>Total Contract Costs</b>	<b>137,976,100</b>	<b>87.2%</b>	<b>88,461,247</b>	<b>86.2%</b>
<b>Gross Profit On Contracts</b>	<b>20,298,356</b>	<b>12.8%</b>	<b>14,157,432</b>	<b>13.8%</b>
<b>General And Administrative Expense</b>	<u>12,718,931</u>	<u>8.0%</u>	<u>11,511,602</u>	<u>11.2%</u>
<b>Income From Operations</b>	<b>7,579,425</b>	<b>4.8%</b>	<b>2,646,829</b>	<b>2.6%</b>
<b>Other Income</b>	<u>(577,930)</u>	<u>-0.4%</u>	<u>3,869,719</u>	<u>3.8%</u>
<b>Net Income</b>	<b>\$7,001,495</b>	<b>4.4%</b>	<b>\$6,515,548</b>	<b>6.3%</b>

**PLOCHER CONSTRUCTION COMPANY, INC.**

**Statement Of Cash Flows**

	For the Years Ended December 31,	
	2022	2021
<b>Cash Flows From Operating Activities</b>		
Net Income	\$ 7,001,495	\$ 6,515,548
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	1,763,768	1,950,492
Change in assets and liabilities:		
(Increase) decrease in contract receivables	1,164,761	(1,216,840)
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(890,862)	(1,087,816)
Increase (decrease) in accounts payable and accrued expenses	2,865,888	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
<b>Net Cash Provided by Operating Activities</b>	<b>11,525,756</b>	<b>8,810,587</b>
<b>Cash Flows Used In Investing Activities</b>		
Payments For Equipment	(2,386,854)	(1,547,984)
<b>Cash Flows From Financing Activities</b>		
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)
<b>Net Cash Provided by Financing Activities</b>	<b>(6,618,547)</b>	<b>(8,522,669)</b>
<b>Net Increase in Cash</b>	<b>2,623,356</b>	<b>(1,260,066)</b>
<b>Cash Beginning Of Year</b>	<b>10,112,392</b>	<b>11,372,468</b>
<b>Cash End Of Year</b>	<b>\$12,735,747</b>	<b>\$10,112,392</b>
<b>Supplemental Disclosure Of Cash Flow Information</b>		
Income and pass through entity taxes paid	\$ 793,679	\$370,478

## **PLOCHER CONSTRUCTION COMPANY, INC.**

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### **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.**

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### **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:

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

## 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
<u>Estimated earnings</u>	<u>14,596,689</u>	<u>19,920,706</u>
	223,751,439	250,063,155
<u>Less: Billings to date</u>	<u>240,354,542</u>	<u>267,926,404</u>
	\$(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
<u>Billings in excess of costs and estimated Earnings on uncompleted contracts</u>	<u>(19,360,519)</u>	<u>(19,729,8803)</u>
	\$ (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
<u>Office equipment</u>	<u>36,254</u>	<u>36,254</u>
	24,119,736	22,087,448
<u>Less: Accumulated depreciation</u>	<u>18,905,115</u>	<u>17,495,923</u>
	\$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.**

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### **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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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

A handwritten signature in black ink, appearing to read "Mark L. Price".

**PLOCHER CONSTRUCTION COMPANY, INC.**

**BALANCE SHEET**

Assets	December 31,	
	2021	2020
<b>Current Assets</b>		
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
<b>Total Current Assets</b>	<u>\$ 35,467,826</u>	<u>\$ 34,423,435</u>
<b>Property and Equipment (Note 6)</b>	<u>4,591,526</u>	<u>4,994,034</u>
<b>Total Assets</b>	<u><u>\$ 40,059,351</u></u>	<u><u>\$ 39,417,469</u></u>
<b>Liabilities And Stockholder's Equity</b>		
<b>Current Liabilities</b>		
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
<b>Total Current Liabilities</b>	<u>\$ 24,134,883</u>	<u>\$ 21,485,880</u>
<b>Long Term Liabilities</b>		
Notes payable (Note 7)	2,361,900	
<b>Total Liabilities</b>	<u><u>\$ 24,134,883</u></u>	<u><u>\$ 23,847,780</u></u>
<b>Stockholder's Equity</b>		
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)
<b>Total Stockholder's Equity</b>	<u>\$ 15,924,468</u>	<u>\$ 15,569,689</u>
<b>Total Liabilities And Stockholder's Equity</b>	<u><u>\$ 40,059,351</u></u>	<u><u>\$ 39,417,469</u></u>

See the accompanying notes to financial statements.

Page 2

**PLOCHER CONSTRUCTION COMPANY, INC.**

**STATEMENT OF STOCKHOLDER'S EQUITY**

For The Years Ended December 31, 2021 And 2020

	<b>Common Stock</b>		<b>Additional Paid-In Capital</b>	<b>Retained Earnings (Deficit)</b>	<b>Total Stockholder's Equity</b>
	<b>Shares</b>	<b>Amount</b>			
<b>Balance – January 1, 2020</b>	\$ 500	\$ 500	\$ 43,639,343	\$ (29,803,609)	\$ 13,736,234
<b>Capital Contribution</b>			\$ 4,658,686		\$ 4,658,686
<b>Net Income</b>				\$ 6,160,769	\$ 6,160,769
<b>Dividends Paid</b>				\$ (8,986,000)	\$ (8,986,000)
<b>Balance – December 31, 2020</b>	\$ 500	\$ 500	\$ 48,198,029	\$ (32,628,840)	\$ 15,569,689
<b>Capital Contribution</b>			\$ 6,160,769		\$ 6,160,769
<b>Net Income</b>				\$ 6,515,548	\$ 6,515,548
<b>Dividends Paid</b>				\$ (12,321,538)	\$ (12,321,538)
<b>Balance – December 31, 2021</b>	\$ 500	\$ 500	\$ 64,358,798	\$ (38,434,830)	\$ 15,924,468

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**PLOCHER CONSTRUCTION COMPANY, INC.**

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**STATEMENT OF INCOME**

	For The Years Ended December 31,			
	2021		2020	
	Amount	%	Amount	%
<b>Income From Contracts</b>				
Contracts completed	\$13,409,897	13.1%	\$10,797,923	7.0%
Contracts in progress	89,208,982	86.9%	143,993,631	93.0%
<b>Total Income From Contracts</b>	<b>102,618,879</b>	<b>100.0%</b>	<b>154,791,454</b>	<b>100.0%</b>
<b>Contract Costs</b>				
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%
<b>Total Contract Costs</b>	<b>88,461,247</b>	<b>86.2%</b>	<b>138,820,003</b>	<b>89.7%</b>
<b>Gross Profit On Contracts</b>	<b>14,157,432</b>	<b>13.8%</b>	<b>16,971,451</b>	<b>10.3%</b>
<b>General And Administrative Expense</b>	<b>11,511,802</b>	<b>11.2%</b>	<b>10,835,352</b>	<b>7.0%</b>
<b>Income From Operations</b>	<b>2,645,829</b>	<b>2.6%</b>	<b>5,136,099</b>	<b>3.2%</b>
<b>Other Income</b>	<b>3,869,719</b>	<b>3.8%</b>	<b>1,024,670</b>	<b>0.2%</b>
<b>Net Income</b>	<b>\$6,515,548</b>	<b>6.3%</b>	<b>\$6,160,769</b>	<b>3.4%</b>

**PLOCHER CONSTRUCTION COMPANY, INC.**

**Statement Of Cash Flows**

	For the Years Ended December 31,	
	2021	2020
<b>Cash Flows From Operating Activities</b>		
Net Income	\$ 6,616,648	\$ 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)	2,475,896
(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	1,627,259	(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
<b>Net Cash Provided by Operating Activities</b>	<u>8,810,687</u>	<u>3,931,257</u>
<b>Cash Flows Used In Investing Activities</b>		
Payments For Equipment	<u>(1,547,984)</u>	<u>(1,262,500)</u>
<b>Cash Flows From Financing Activities</b>		
Increase (decrease) in notes payable	(2,361,900)	2,361,900
Capital Contributions	6,160,769	4,658,886
Dividends paid	<u>(12,321,538)</u>	<u>(8,986,000)</u>
<b>Net Cash Provided by Financing Activities</b>	<u>(8,522,689)</u>	<u>(1,985,214)</u>
<b>Net Increase In Cash</b>	<u>(1,260,088)</u>	<u>713,334</u>
<b>Cash Beginning Of Year</b>	<u>11,372,468</u>	<u>10,659,124</u>
<b>Cash End Of Year</b>	<u><b>\$10,112,392</b></u>	<u><b>\$11,372,468</b></u>
<b>Supplemental Disclosure Of Cash Flow Information</b>		
Income taxes paid	\$ 370,478	\$40,835

## **PLOCHER CONSTRUCTION COMPANY, INC.**

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### **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.**

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### **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:

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

## PLOCHER CONSTRUCTION COMPANY, INC.

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### 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
<u>Estimated earnings</u>	<u>19,920,706</u>	<u>16,808,948</u>
	250,063,155	224,880,771
<u>Less: Billings to date</u>	<u>267,926,404</u>	<u>257,937,892</u>
	<u><u>\$ (17,863,249)</u></u>	<u><u>\$ (17,929,121)</u></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
<u>Billings in excess of costs and estimated Earnings on uncompleted contracts</u>	<u>(19,729,803)</u>	<u>(18,708,059)</u>
	<u><u>\$ (17,863,249)</u></u>	<u><u>\$ (17,929,121)</u></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
<u>Less: Accumulated depreciation</u>	<u>17,495,923</u>	<u>15,956,705</u>
	<u><u>\$ 4,591,525</u></u>	<u><u>\$ 4,994,034</u></u>

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

## **PLOCHER CONSTRUCTION COMPANY, INC.**

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### **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.

## **Contents**

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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**

	<b>Assets</b>	
<b>Current Assets</b>		<b>December 31,</b>
Cash (Note 3)	\$ 17,206,639	\$ 12,736,747
Contract receivables (Note 4)	12,695,010	22,334,118
Costs and estimated earnings in excess of billings on uncompleted contracts (Note 5)	12,333,829	2,757,416
JV Working Capital	600,000	-
Prepaid Payroll Taxes	606,917	-
<b>Total Current Assets</b>	<b>\$ 43,442,196</b>	<b>\$ 37,827,281</b>
<b>Property and Equipment (Note 6)</b>	<b>6,387,150</b>	<b>5,214,821</b>
<b>Total Assets</b>	<b>\$ 49,829,345</b>	<b>\$ 43,041,902</b>
<b>Liabilities And Stockholder's Equity</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 4,822,196	\$ 5,771,456
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 6)	28,633,828	19,360,519
Current maturities of long-term debt (Note 7)	-	-
Accrued expenses	468,816	1,499,512
<b>Total Current Liabilities</b>	<b>\$ 30,824,838</b>	<b>\$ 26,631,487</b>
<b>Long Term Liabilities</b>		
Notes payable (Note 7)	-	-
<b>Total Liabilities</b>	<b>\$ 30,824,838</b>	<b>\$ 26,631,487</b>
<b>Stockholder's Equity</b>		
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)
<b>Total Stockholder's Equity</b>	<b>\$ 19,004,507</b>	<b>\$ 16,410,415</b>
<b>Total Liabilities And Stockholder's Equity</b>	<b>\$ 49,829,345</b>	<b>\$ 43,041,902</b>

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**PLOCHER CONSTRUCTION COMPANY, INC.**

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**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	\$ 64,358,798	\$(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	%
<b>Income From Contracts</b>				
Contracts completed	\$10,194,003	5.0%	\$14,720,865	9.3%
Contracts in progress	<u>194,228,089</u>	<u>95.0%</u>	<u>143,552,601</u>	<u>90.7%</u>
<b>Total Income From Contracts</b>	<b>204,422,092</b>	<b>100.0%</b>	<b>158,273,466</b>	<b>100.0%</b>
<b>Contract Costs</b>				
Contracts completed	7,305,990	3.6%	5,118,490	3.2%
Contracts in progress	<u>178,927,241</u>	<u>87.5%</u>	<u>132,856,610</u>	<u>83.9%</u>
<b>Total Contract Costs</b>	<b><u>186,233,231</u></b>	<b><u>91.1%</u></b>	<b><u>137,975,100</u></b>	<b><u>87.2%</u></b>
<b>Gross Profit On Contracts</b>	<b>18,188,861</b>	<b>8.9%</b>	<b>20,298,356</b>	<b>12.8%</b>
<b>General And Administrative Expense</b>	<b>12,520,796</b>	<b>6.1%</b>	<b>12,718,931</b>	<b>8.0%</b>
<b>Income From Operations</b>	<b>5,668,065</b>	<b>2.8%</b>	<b>7,579,425</b>	<b>4.8%</b>
<b>Other Income</b>	<b>1,927,522</b>	<b>0.9%</b>	<b>(677,930)</b>	<b>-0.4%</b>
<b>Net Income</b>	<b><u>\$7,596,587</u></b>	<b><u>3.7%</u></b>	<b><u>\$7,001,495</u></b>	<b><u>4.4%</u></b>

**PLOCHER CONSTRUCTION COMPANY, INC.**

**Statement Of Cash Flows**

	For the Years Ended December 31,	
	2023	2022
<b>Cash Flows From Operating Activities</b>		
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	1,763,768
Change in assets and liabilities:		
(Increase) decrease in contract receivables	9,639,108	1,154,781
(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)
<b>Net Cash Provided by Operating Activities</b>	<b>12,697,575</b>	<b>11,525,756</b>
<b>Cash Flows Used in Investing Activities</b>		
Payments For Equipment	<b>(3,125,187)</b>	<b>(2,386,854)</b>
<b>Cash Flows From Financing Activities</b>		
Capital Contributions	7,001,495	6,615,548
Dividends paid	(12,002,991)	(13,031,096)
<b>Net Cash Provided by Financing Activities</b>	<b>(5,001,496)</b>	<b>(6,615,547)</b>
<b>Net Increase in Cash</b>	<b>4,470,892</b>	<b>2,623,355</b>
<b>Cash Beginning Of Year</b>	<b>12,735,747</b>	<b>10,112,392</b>
<b>Cash End Of Year</b>	<b>\$17,206,639</b>	<b>\$12,735,747</b>
<b>Supplemental Disclosure Of Cash Flow Information</b>		
Income and pass through entity taxes paid	\$ 560,730	\$ 793,679

## **PLOCHER CONSTRUCTION COMPANY, INC.**

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### **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.

## PLOCHE CONSTRUCTION COMPANY, INC.

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### 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:

	2023	2022
Completed contracts – current	\$ 1,140,361	\$2,420,277
Uncompleted contracts – current	11,085,150	19,489,585
Retentions	469,499	424,256
	<hr/> <u>\$ 12,695,010</u>	<hr/> <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
<u>Estimated earnings</u>	<u>23,327,580</u>	<u>14,596,689</u>
	316,854,325	223,751,439
<u>Less: Billings to date</u>	<u>330,054,524</u>	<u>240,354,542</u>
	\$(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
<u>Less: Accumulated depreciation</u>	<u>18,924,668</u>	<u>18,905,115</u>
	\$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.**

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### **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	% Complet	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
ILAWW Godfrey/Afton 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@midamericanoplasticsurgery.com
MidAmerica Taxway Limp & Bridge-BLV 2021-38 IDOT BL'	\$38,018,994	93.27%		St Clair County Public Bldg Commission	Tom Morris	tmoms@comtengr.com
ILAWW Jerseyville WTP Improvements	\$25,750,000	92.07%	6/6/22	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 Nichols	dnichols@stlmsd.com
Brentwood Park Destination Playground	\$6,236,832	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
ILAWW 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@bumsmod.com
MetroLink Extension-Single Track-Shiloh/SAFB to Mid Ame	\$38,953,354	59.72%		St. Clair County Transit District	Kenneth Sharkey	618-628-8090
MSD FBI Management	\$2,935,111	92.98%		Metropolitan 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	\$11,398,434	3.05%	4/15/24	Metropolitan St Louis Sewer District	TBD	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	66.33%		Plocher Family Farms	Scott Plocher	sjplocher@plocherco.com
Sugar 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@caresbarge.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	Lesland	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 Lurie (	\$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	\$1,656,264	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/Telken Law Office	\$1,330,500	40.75%	3/1/24	Walton Telken Injury Attorneys	Walton Telken	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@caresbarge.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	\$8,315,000	6.09%	6/1/24	Monarch-Chesterfield Levee District	Karen Frederich	ksfrederich@homershifrin.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	\$8,868,716	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 Remodel	\$121,750	62.15%	4/29/24	Illinois American Water	Sarah Bowman	sarah.bowman@amwater.com
ComEd Top Hat Wind Fnd (sub to Aldridge)	\$230,000	2.92%	5/27/24	Aldridge Group	Dave Laires	dlaires@aldridgegroup.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 Martnes	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	Loelike Plumbing	kevin@loellikeplumbinginc.com
IAW 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@stlmsd.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 Sioux Groundwater Treatment*

Contract Amount \$5,112,420.00  
Date Complete 23-Aug  
Owner Ameren  
Reference Alex Bias, 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	Adrianne Eilers

*IDOT 74364 Cumberland County Bridge Replacement*

Contract Amount	\$1,159,400.00
Date Completed	Nov-22
Owner	Illinois Department of Transportation
Reference	<u>Kellen Kocher</u> <u>Kellen.Kocher@Illinois.gov</u>
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
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Date Completed Sep-22  
Owner Ameren Transmission  
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 Building 10 (Lot 5)*  
Contract Amount \$2,099,797  
Date Completed Aug-22  
Owner SO Hospitality Group  
Reference Munsok So, Munsok@sohospitallitygroup.com  
A/E Hurford Architects  
A/E Reference Gregg Sutterfield

*Quincy Phase 1 LTCP Maximization*  
Contract Amount \$4,056,000.00  
Date Completed Jul-22  
Owner City of Quincy, Jeff Conte, Director of Utilities & Engineering  
Reference lconte@quincyil.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, <a href="mailto:sbrady@cmtengr.com">sbrady@cmtengr.com</a>

*Ameren VERM-NCMP Rebuild*

Contract Amount	\$919,023
Date Completed	Jun-22
Owner	Ameren Illinois
Reference	Dan Busse, <a href="mailto:dan.busse@powereng.com">dan.busse@powereng.com</a>
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, <a href="mailto:Rlc.cooper@amwater.com">Rlc.cooper@amwater.com</a>
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, <a href="mailto:Harmish.Surti@morganstanley.com">Harmish.Surti@morganstanley.com</a>
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, <a href="mailto:benhite@me.com">benhite@me.com</a> , Ryan Fischer <a href="mailto:ryan@kamadulski.com">ryan@kamadulski.com</a>
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 Breeze*

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

*IAWC 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 Gravols 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 Properties
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 Morris, (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	Adrianne Ellers, (aellers@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 PWS No. 1 - Water Treatment Facility*

Contract Amount	\$9,860,000.00
Date Completed	Jul-19
Owner	Ralls County PWS No. 1
Reference	Frank Burch
Engineer	Klingner & Associates, Mark Bross
Engineer Contact	<u><a href="mailto:mcb@klingner.com">mcb@klingner.com</a></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
	<p>Various Construction Equipment list on the attached Depreciation Schedule</p> <p>(4) 26' Sissor Manlifts, SN 277610, 276006, 200044512, 200080786</p> <p>60' JLG Straight Boom Manlift, SN 0300107646</p> <p>60' JLG Tracked Boom Manlift, SN 030062138</p> <p>2007 Manitowoc 12000 Crawler Crane, 1200-1048</p> <p>1998 150 Ton Link-Belt, Model LS238H Crawler Crane F19-0455</p> <p>2013 200 Ton Link-Belt, Model 248HSL Crawler Crane, R9K3-3277</p> <p>2008 60 Ton Grove RT Crane, Model RT760E, 226848</p> <p>2008 60 Ton Grove RT Crane, Model RT760E, 228515</p> <p>TL12R-2 w/ Smooth Bucket, SN: 412101186</p> <p>2016 Takeuchi Track Loader S/N 200803960</p> <p>2021 Takeuchi TL12R2-CR Skid Steer, SN 412104257</p> <p>2006 JLG G9 Lull Telehandler with Cab and Bucket Attachment, 160014938</p> <p>2008 JLG G9 Lull, SN 0160036012</p> <p>2016 Cat D8 Dozer, MG500590</p> <p>2015 Cat Trackhoe, 326F HT, 3' and 5' Bucket, WGL00398</p> <p>2021 E60 Bobcat Compactor Excavator w/ E55 Arm Package, B4GR11820</p> <p>2012 Cat D8N Dozer LGP, GHS01099</p> <p>2012 Cat D8N Dozer LGP, PBA00480</p> <p>94 HP John Deere Diesel Tractor 4020, SNT213R136874R</p> <p>Cat H140E Hammer, W9A10121</p>		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			
Ricchie Brothers Bldwell 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 Soll 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				
2018 Dynapac CA Roller 2500D, SN 10000158EGA017499				
Caterpillar 326F Trackhoe, FBR20453				
2019 Takeuchi TL12R with 80" CIHD-S, Forks, and 72" Sweeper, 412101769				
JLG Forklift 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  
8" Altas Copco Pump 150 HF 74HP, #1017086  
2022 Peterbilt 567 Semi Truckm 1XPCP4EX3ND800523  
2022 Kenworth T370 Truck, 3BKHHJ7X1NF130744  
2021 E60 Excavator, B4GR11787  
2021 Generator DGA70SS1U4F, 7356857  
2021 Takeuchi TL12R2-CR, 412104269  
Komatsu WA500-8 Wheel Loader, SN A97561  
Takeuchi TL12R2 ~ CRR, Smooth Bucket, #412104696  
Caterpillar Trackhoe 326, 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

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 those 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 (G)	0 (H)	0 (I)	0 (J)

## Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (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 55 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-3846, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed form to this office.

Year 2019



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0778

## 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., 335212)

2 3 6 2 2 0

## Employment Information

Annual average number of employees 144

Total hours worked by all employees last year 274,278

## 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) 654-9408 Phone

6-Jan-20 Date

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

# Log of Work-Related Injuries and Illnesses

You must record information about any work-related injury or illness that involves loss of consciousness, restricted work activity or job loss, days away from work, or medical treatment beyond first aid. You must also record 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 involve 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.

**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 20



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

Form approved OMB no. 1218-0176

Establishment name

Plechner Construction Company, Inc.

**City**      **Highlands**

## State Illinois

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 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed form to this office.

Page 1 of 1

1	Injury	2	Skin Disorder	3	Respiratory Condition	4	Fainting	5	Hearing Loss	6	All other Illnesses
---	--------	---	---------------	---	-----------------------	---	----------	---	--------------	---	---------------------

Page 1 of

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

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	1

Number of Days	Reason
Total number of days away from work	Total number of days of job transfer or restriction
0	0

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 59 minutes per response, including time to review the instruction, search and gather the data needed, and compile and review the collection of information. Persons are not required to respond to the collection of information unless it displays a clearly 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.

Year 2020

**U.S. Department of Labor**

Form approved OMB no. 1215-0176

**Establishment information**

Your establishment name Blucher Construction Company, Inc.  
 Street 2808 Thole-Planter Road  
 City Holiday State Illinois Zip 62248

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., 338212)  
2 3 5 2 2 0

**Employment information**

Annual average number of employees 148  
 Total hours worked by all employees last year 308,290

**Sign here**

Knowingly falsifying this document may result in a fine.

*[Handwritten signature]*

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 TMB

(618) 554-9408 Phone 5-Jan-21

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

## Log of Work-Related Injuries and Illnesses

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.

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 200



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

Form approved OMB No. 1215-0129

Establishment name

**City**      **Highland**

State 1W<sub>0-2</sub>

State Illinois

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 16 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.

Page 1 of

Injury	Skin Disorder	Respiratory Condition	Polychy	Healing Loss	All other Diseases
2	3	4	5	6	7

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

## Summary of Work-Related Injuries and Illnesses

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 1904.36, 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
(G)	(H)	(I)	(J)

## Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(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 55 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 commented form to this office.

Year 2021

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

Form approved OMB no. 2248-0175



## Establishment Information

Your establishment name Plecher Construction Company, Inc.Street 2808 Thole-Plecher RoadCity Highland State Illinois Zip 62246Industry 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., 338212)

2 3 6 2 2 0

## Employment Information

Annual average number of employees 183Total hours worked by all employees last year 275,513

## 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(215) 954-9408 Phone 3-Jan-22 Date

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

## Log of Work-Related Injuries and Illnesses

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 list two illnesses 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.

**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 202



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

Form approved OMB No. 1218-0178

Establishment name

**City      Highland**

**State**

**State** **Impact**

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 this estimate or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed form to this office.

Page 1 of 1

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss
3	3	3	3	3

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

# Summary of Work-Related Injuries and Illnesses

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 with "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
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(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 59 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2022

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0178



### Establishment Information

Your establishment name Plocher Construction Company, Inc.

Street 2808 Thole-Plocher Road

City Highland State MI Mails 0 Zip 42248

Industry description (e.g., Manufacturer 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 288,088

### 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.

Company executive

President

Title

(B16) 654-9408 Phone

3-18-22 Date

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

## Log of Work-Related Injuries and Illnesses

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 28 CFR 1904.8 through 1904.12. File two to two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 302) or equivalent form for each injury or illness recorded on this form. If you do not know whether a case is recordable, call your local OSHA office for advice.

**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 202



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

Form approved OMB no. 1215-0176

Establishment name

**City**      **Highland**

### State

State Illinoi

(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:				
								Away From Work (days)	On Job transfer or restriction (days)	(G)	(H)	(I)	(J)	(K)	(L)	(1)

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 this 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-3544, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

History	Skin Disorder	Respiratory Condition	Polycythemia	Hearing Loss	All other Diseases
(1)	(2)	(3)	(4)	(5)	(6)

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

# Summary of Work-Related Injuries and Illnesses

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
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(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. Persons are not required to respond to the collection of information unless it displays a correctly 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.

Year 2023

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

### 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., 333212)

2 3 6 2 2 0

### Employment information

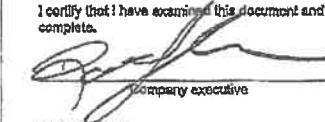
Annual average number of employees 165

Total hours worked by all employees last year 330,385

### 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

(B18) 654-9406 Phone 1-Jun-24 Date

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

## Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job losses, days away from work, or medical treatment beyond first aid. You must also record (written) 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. Foot loss is 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.

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

Form approved OMB no. 1218-0176

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

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 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of

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

# 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

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 91-506 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 <u>Rachelle Lengermann</u>
Title <u>President</u>
Phone <u>518-554-9408</u> Date <u>12/31/2023</u>

### Information about the employee

1) Full Name Brian McDonald  
 2) Street 502 Elm Street, PO 163  
 City Germantown State IL Zip 62245  
 3) Date of birth 11/17/1978  
 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 12866 Troxer 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"; "dally computer keyboard."  
 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 paralumbar 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

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 aspects of this data collection, including suggestions for reducing this burden, contact US Department of Labor, OSHA Office of Statistics, Room N-3544, 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.

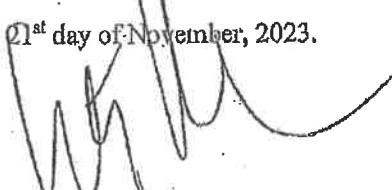
WHEREAS, the sole director and Executive Chairman of the Corporation, having been presented a review of the Corporation's business transactions for the preceding year, which provided the sole director with a full and complete disclosure of all actions taken by the Corporation and the officers on behalf 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 21<sup>st</sup> 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

**PLOCHE**  
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 Madison 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 Fruitt 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: [mrgarrett@plocherco.com](mailto:mrgarrett@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  
Hilti 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.

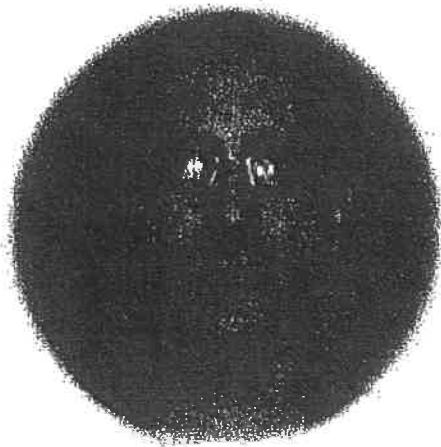
### Major Relevant Project Experience

- 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
- Meredosia Bridge Project | \$75MM
- Cove Point LNG 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](mailto:dlmontgomery@plocherco.com)

## Joshua Koebbe, RSO, SSHO



### Environmental, Health & Safety Manager

Current Position: 2017-Present

Education:  
Complete Safety Institute  
Fairview Heights, IL  
  
Learning Partners  
Columbia Southern University

**PLOCHE**  
construction

2808 Thole Plocher Road  
Highland, IL 62249  
Phone: 618.654.9408  
E-mail: [jakoebbe@plocherco.com](mailto:jakoebbe@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 Mine Miner
- RigPass
- 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 City Council Members

**FROM:** Ashley Metelko, Administrative Assistant

**MEETING DATE:** July 23, 2024

**RE:** Economic Development Commission Grant Approvals

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**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.

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Walt Landers, Street Superintendent, Andrew Bowns, Project Manager

**MEETING**

**DATE:** July 23, 2024

**RE:** Purchase of a new 2023 DYNAPAC CC950 Steel Roller

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**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](mailto:ryan.curry@altaequipment.com)

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, 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 McCALLEN

**SECOND WARD**  
DAVID SANDERS  
SAM DOWNS

**THIRD WARD**  
KEVIN BATEMAN  
WANDA ROHLS

**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.

**FIRST WARD**  
STEVE PARROTT  
ROBIN McCLALLEN

**CITY COUNCIL**  
**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](http://www.goodmanfence.com)  
 Goodmanfence@gmail.com



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

DATE 3-7-24

EMAIL [andrew.downs@veolia.com](mailto:andrew.downs@veolia.com)

TELEPHONE NO. 217-737-3160

WORK NO. \_\_\_\_\_

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

Total Height 6' plus Back  
 Post Spaced 18 or less  
 Style Fence C/L  
 Gauge  9 ga.  11 1/2 ga.  
 All Posts Set in Concrete

<b>TERMS</b>	
<input type="checkbox"/> Cash Upon Completion	
<input type="checkbox"/> 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%.
<input type="checkbox"/> Add _____	to all card transaction.

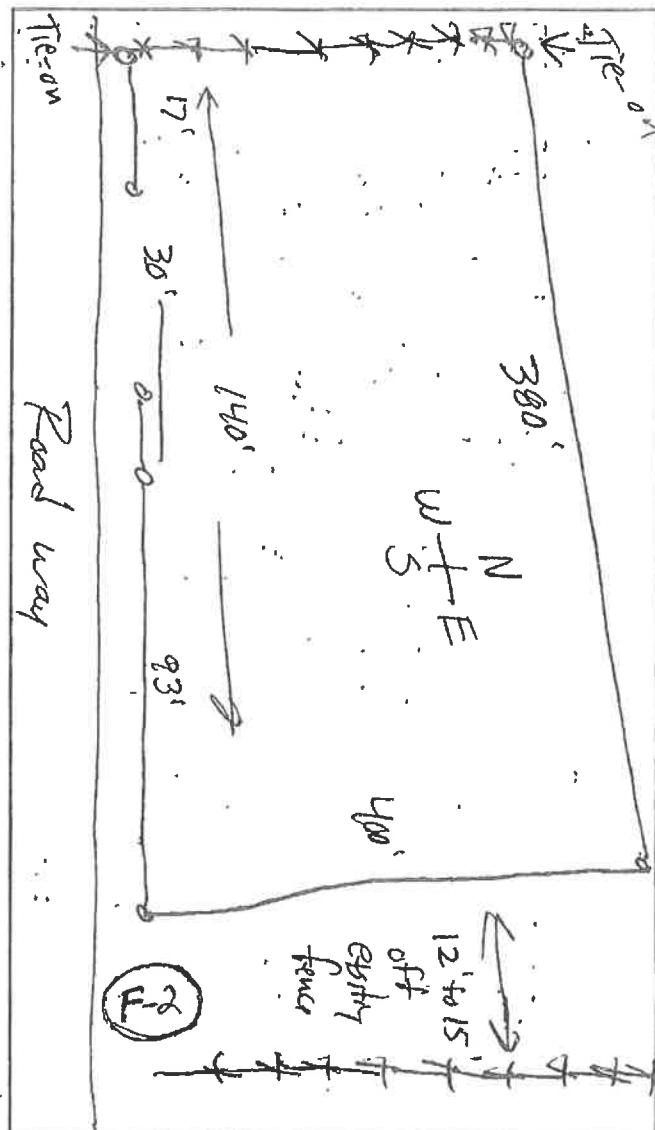
QUANTITY	
890'	6' Tall 9 ga C/L fencing with 3 strands barbwire
3	2 7/8" Terminal post
2	4" Slide Gate Post
2	2 7/8" Tie-ons
1	30'x6' Transport gate
1	9150. operator with key pad and remotes Electric and Electric hook-up Supplied by Others \$33,596.00

### FOR YOUR PROTECTION

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

Total \_\_\_\_\_  
 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.

# GOODMAN FENCE, INC.

## RESIDENTIAL, COMMERCIAL & INDUSTRIAL

Fax # 217-487-7224  
[www.goodmanfence.com](http://www.goodmanfence.com)  
 Goodmanfence@gmail.com



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

DATE 3-7-24

EMAIL andrew.bowis@Veolia.Com

TELEPHONE NO. 217-737-3160

WORK NO.

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

Total Height 6 plus Posts

Post Spaced \_\_\_\_\_

Top Rail \_\_\_\_\_ O.D.

Style Fence \_\_\_\_\_

Line Post \_\_\_\_\_ O.D.

Gauge  9 ga.  11 1/2 ga.

End Post \_\_\_\_\_ O.D.

All Posts Set in Concrete

Corner Post \_\_\_\_\_ O.D.

### TERMS

Cash Upon Completion

Drive Gate Post \_\_\_\_\_ O.D.

30 Days

Gate Frames \_\_\_\_\_ O.D.

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

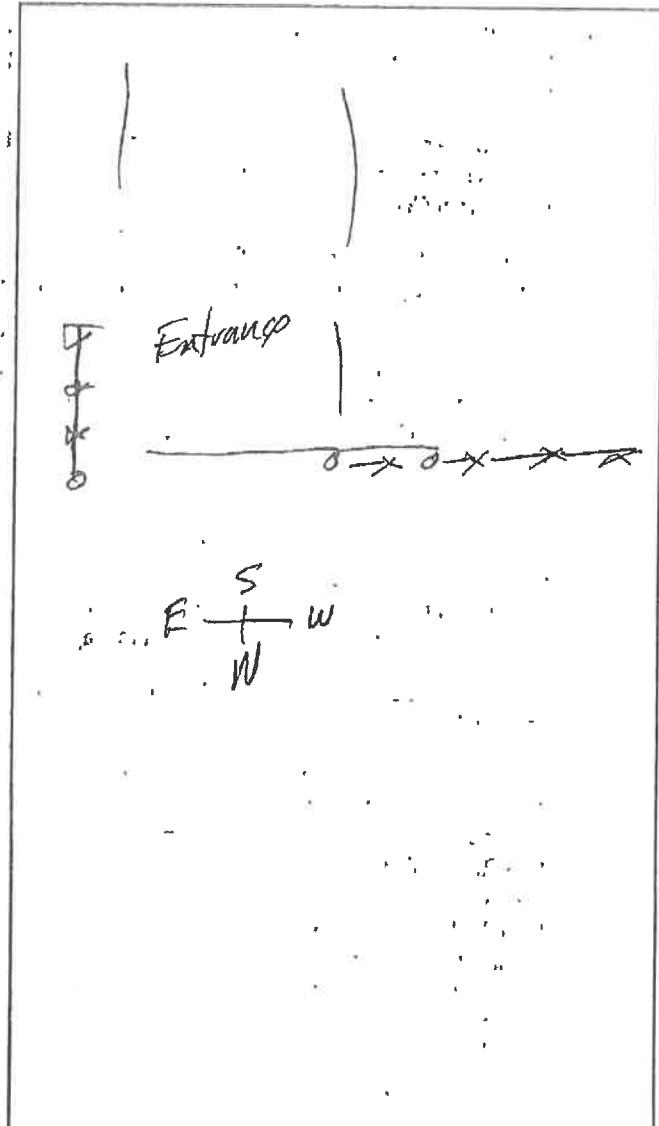
On payments to us, use check or money  
 order payable to company as shown on  
 heading of this sales contract.

Total \$6,141.00

Down 100.00

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 \_\_\_\_\_

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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.
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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.

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[www.goodmanfence.com](http://www.goodmanfence.com)  
 Goodmanfence@gmail.com



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

DATE 3-7-24

EMAIL andrew.bowns@verizon.net

TELEPHONE NO. 217-737-3160

WORK NO. \_\_\_\_\_

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

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

### 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.

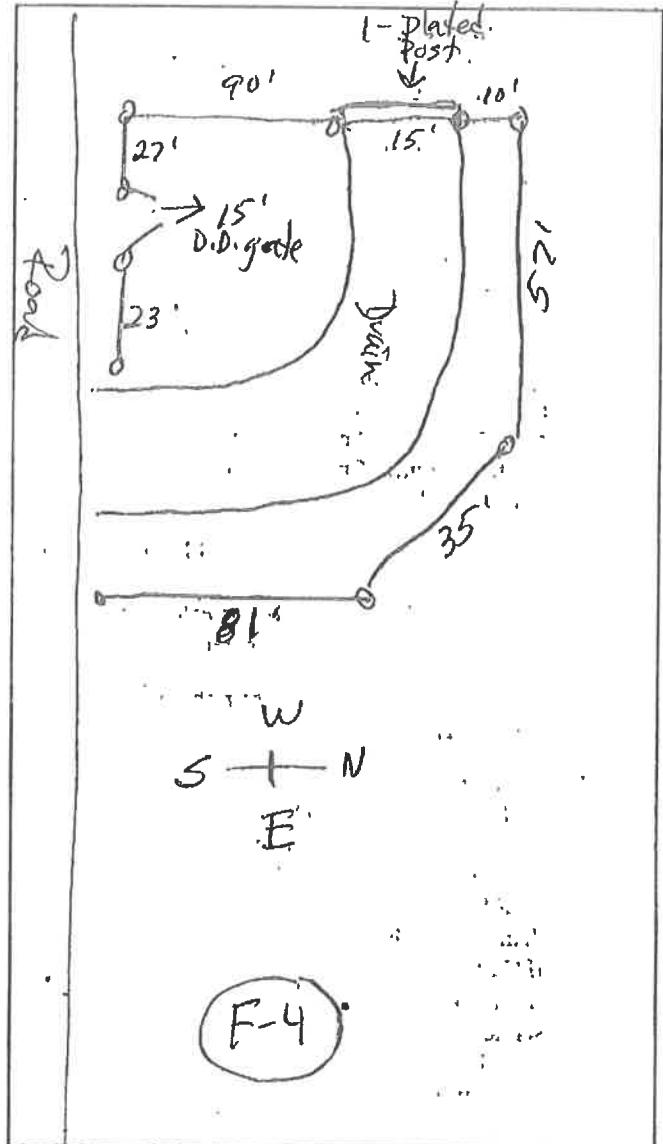
QUANTITY	
338'	6' Tall 9ga C/L fencing with 3-5 strands barbed wire
10	2 7/8" Terminal post
1	15'x6' D.D. gate \$ 12,640.00
	Remove and haul away existing C/L fence 338' \$ 1,095.00

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.

Down \_\_\_\_\_



### 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 \_\_\_\_\_

Salesman Brett Cunningham

## 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

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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

