



**Illinois Department
of Transportation**

#4

**Local Public Agency
Formal Contract**

PROPOSAL SUBMITTED BY		
Jim George & Sons, LLC		
Contractor's Name		
		247
Street		P.O. Box
Sycamore	IL	60178
City	State	Zip Code

STATE OF ILLINOIS
COUNTY LEE
CITY OF DIXON
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE VARIOUS SEAL COAT STREETS Re-Bid
SECTION NO. 14-00000-00-GM
TYPES OF FUNDS M.F.T. and Local Funds

☒ SPECIFICATIONS (required)

☐ PLANS (required)

☒ CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed

☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County LEE
Local Public Agency CITY OF DIXON
Section Number 14-00000-00-GM
Route VARIOUS SEAL COAT

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the CITY of DIXON
acting by and through its CITY COUNCIL known as the party of the first part, and
Jim George & Sons, LLC his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 14-00000-00-GM, in Dixon - 2014 SEAL COAT General Maintenance Project, approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The Mayor of Dixon

Clerk By _____
Party of the First Part

(Seal) _____
(If a Corporation)
Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____

Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part



Route VARIOUS SEAL COAT
County LEE
Local Agency CITY OF DIXON
Section 14-00000-00-GM

We, _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of _____,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

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

PRINCIPAL

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

(SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

(SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Clerk

(Awarding Authority)

(Chairman/Mayor/President)

NOTICE TO BIDDERS

County LEE
 Local Public Agency CITY OF DIXON
 Section Number 14-00000-00-GM
 Route VARIOUS SEAL COAT

Sealed proposals for the improvement described below will be received at the office of DIXON CITY HALL,
121 W. 2nd Street, Dixon, IL 61021 until 10:00 AM on June 23, 2014
 Address Time Date

Sealed proposals will be opened and read publicly at the office of DIXON CITY HALL,
121 W. 2nd Street, Dixon, IL 61021 at 10:00 AM on June 23, 2014
 Address Time Date

DESCRIPTION OF WORK

Name 2014 General Maintenance Project - HMA Proposal Length: 11,416 feet (2.16 miles)
 Location Various Streets throughout the City of Dixon.
 Proposed Improvement Application of bituminous seal coat and seal coat aggregate

1. Plans and proposal forms will be available in the office of Online at www.willetthofmann.com - see attached
Willet Hofmann & Associates, Inc. 809 East 2nd Street, Dixon, IL 61021
 Address
2. ☒ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
 - e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

PROPOSAL

County LEELocal Public Agency CITY OF DIXONSection Number 14-00000-00-GMRoute VARIOUS SEAL COAT

1. Proposal of
- Jim George & Sons, LLC

for the improvement of the above section by the construction of Bituminous Materials Seal Coat and Seal Coat Aggregate.a total distance of 11,416 feet, of which a distance of 11,416 feet, (2.16 miles) are to be improved.

2. The plans for the proposed work are those prepared by Willett, Hofmann & Associates, Inc. and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 8/30/2014 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
- City _____ Treasurer of Dixon _____
- The amount of the check is 5% of the amount bid (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

SCHEDULE OF PRICES

Schedule for Multiple Bids

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

Bidder's Proposal for making Entire Improvements

BLR 12200a (01/08/14)

CONTRACTOR CERTIFICATIONS

County	LEE
Local Public Agency	CITY OF DIXON
Section Number	14-00000-00-GM
Route	VARIOUS SEAL COAT

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

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

SIGNATURES

County LEE
 Local Public Agency CITY OF DIXON
 Section Number 14-00000-00-GM
 Route VARIOUS SEAL COAT

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name Jim George & Sons, LLC

Signed By 

Business Address PO BOX 247 Sycamore, IL 60178

Inset Names and Addressed of All Partners



James George

Carol George

Rich George

Wes George

(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Inset Names of Officers



President

Secretary

Treasurer

Attest: _____

Secretary



Return with Bid

Route
County
Local Agency
Section

VARIOUS SEAL COAT

LEE

CITY OF DIXON

14-00000-00-GM

All contractors are required to complete the following certification:

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

☐ For the following deliver and install groups in this material proposal:

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

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Operating Engineers Local 150

Laborers Local 32

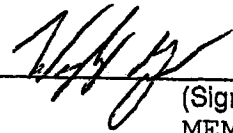
Teamsters Local 722

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

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

Bidder: Jim George & Sons, LLC

By: _____



(Signature)
MEMBER

Address: PO BOX 247 Sycamore, IL

Title: _____


**Illinois Department
of Transportation**
Affidavit of Illinois Business Office

County LEE
 Local Public Agency CITY OF DIXON
 Section Number 14-00000-00-GM
 Route VARIOUS SEAL COAT

State of Illinois)
) ss.
 County of DeKalb)

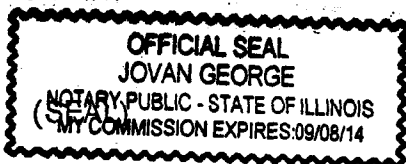
I, Wesley George of Maple Park, Illinois,
 (Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the Member of Jim George & Sons, LLC.
 officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Jim George & Sons, LLC, will maintain a
 (bidder)
 business office in the State of Illinois which will be located in DeKalb County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

[Signature]
 (Signature)
Wesley George
 (Print Name of Affiant)

This instrument was acknowledged before me on 23rd day of June, 2014.



[Signature]
 (Signature of Notary Public)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 6/23/2014

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	City of Oregon	City of Channahon			Village of Franklin Grove	
Estimated Completion Date	July 1 2014	July 30 2014			Aug 30 2014	
Total Contract Price	\$73,000.00	\$58,331.00			\$67,991.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$73,000.00	\$58,331.00			\$67,991.00	\$199,322.00
Uncompleted Dollar Value if Firm is the Subcontractor	N/A	N/A			N/A	N/A
Total Value of All Work						\$199,322.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Highway, R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats	\$73,000	\$58,331		\$67,991	\$199,322
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Totals	\$73,000	\$58,331		\$67,991	\$199,322

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	NONE	NONE	NONE	NONE	NONE

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 23 day of June, 2014

Type or Print Name Wesley George

Member

Officer or Director

Title

Signed

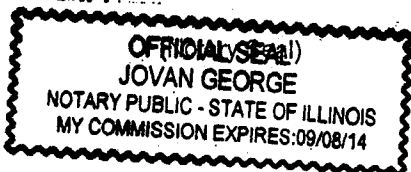
[Signature]

[Signature]
Notary Public

My commission expires

Company Jim George & Sons, LLC

Address PO BOX 247 Sycamore, IL 60178



#5

LICENSE AGREEMENT

ARTICLES OF AGREEMENT ("Agreement") made and entered into this ____ day of July, 2014, by and between the CITY OF DIXON, an Illinois municipal corporation ("City"), and THE B.F. SHAW PRINTING COMPANY, an Illinois corporation ("Company").

WHEREAS, City is in process of redeveloping its downtown infrastructure, including but not limited to redevelopment of streets, sidewalks, public parking lots, water and sewer mains and other public infrastructure and amenities (the "Project"); and

WHEREAS, during the course of the Project, downtown streets, sidewalks and public parking lots will be subject to periodic closure, which will negatively impact the ability of residents and visitors of City to park and access downtown businesses; and

WHEREAS, Company is the owner of the following described real estate, which is utilized as a private parking lot (the "Parking Lot"):

The Westerly 125 feet of Lot Seven (7) in Block Fourteen (14) in the Original Town now City of Dixon, Lee County, Illinois, reference being had to the Plat thereof recorded November 10, 1840 in Deed Book A, page 62; and

WHEREAS, City has asked Company for a license to utilize the Parking Lot for public parking purposes while the Project is ongoing; and

WHEREAS, Company desires to grant such a license subject to the terms and conditions of this Agreement; and

WHEREAS, such a license will facilitate parking and access to downtown businesses, including Company, and, as such, be a benefit to Company and residents and visitors of City.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. License. Company hereby grants to City the exclusive license to utilize the Parking Lot for public parking purposes between 6:00 AM and 12:00 AM daily during the term of this Agreement as described in Section 2 below. City shall utilize, operate and manage the Parking Lot for such purpose consistent with all applicable laws. Company and its employees, agents and visitors shall be permitting to utilize the Parking Lot for parking at all times during the term of this Agreement.

2. Term. The term of this Agreement shall commence upon execution of this Agreement and continue, unless earlier terminated by either party upon ten (10) days advance written notice to the other, until December 1, 2014.

3. Indemnification. City shall indemnify and save Company harmless from any and all loss or damage Company may sustain arising in any manner from the use of the Parking Lot for public parking purposes during the term of this Agreement, except loss or damage arising from the negligence or intentional misconduct of Company or its employees, agents or visitors. Additionally, in the event

of damage or destruction to the Parking Lot (excluding normal wear and tear) for which Company and its employees, agents or visitors are not responsible, City shall promptly cause the same to be repaired and restored to the same condition as existed immediately prior to this Agreement.

4. Insurance. During the term of this Agreement, City shall carry adequate public liability insurance naming Company as additional insured with policy limits of not less than \$1,000,000 per person and \$3,000,000 per occurrence in respect to bodily injury or death and not less than \$500,000 per occurrence in respect to property damage. City shall provide Company with a certificate evidencing such insurance.

5. Signage. City shall be responsible for all signage necessary in connection with the public use of the Parking Lot; provided, that Company shall have the right to review and approve the same prior to installation.

6. Towing. In the event City determines, for whatever reason, that a public vehicle needs to be towed from the Parking Lot, City shall be responsible for arranging and paying for the same.

7. Governing Law. This Agreement shall be governed by and construed in accordance with Illinois law, with legal venue for any disputes to be sited in Lee County, Illinois.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the year and date first written above.

CITY OF DIXON, an Illinois municipal
corporation

By _____
Mayor

Attest: _____
City Clerk

THE B.F. SHAW PRINTING COMPANY,
an Illinois corporation

By _____
Its _____

6

SHALLOW CREEK KENNELS INC.
CONTRACT FOR SERVICES

Narcotics Detection/Patrol Police Service Dog

And now this 8th day of July, 2014, this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as "Contractor" of and the Dixon Police Department hereinafter referred to as "Department" and in consideration thereof agree as follows:

ARTICLE I

This agreement will become effective on the date of execution of same and will remain in full force and effect for a period of six weeks which is agreed to be six weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than October 6th, 2014 and is estimated to conclude on or before November 14th, 2014.

ARTICLE II

The contractor will perform the services specified in the description of services attached to this agreement and incorporated herein by reference thereto. The Contractor shall sell/provide the Department with One (1) canine(s); provide the pre-training of the One (1) canine(s), and the training of One (1) handler(s) chosen by the Department. It is specifically agreed that the Contractor shall have sole and exclusive discretion to determine the methods, details and means of performing the services more fully described in Article IV.

ARTICLE III

In consideration for the services to be performed by the Contractor, the Department agrees to purchase the canine(s) and services described in Article II, and to pay the Contractor the sum of \$13,500.00 said to be paid as follows: \$12,000.00 deposit to be paid no later than October 6th, 2014 and \$1,500.00 to be paid at the conclusion of the training session, no later than November 14, 2014. In the event that the Department desires to terminate the Agreement prior to the conclusion of the six week training session, the Department shall forfeit any and all sums of money paid to the Contractor. If the contract is terminated by the Department after payment has been received by the Contractor the Department shall retain ownership of the canine(s).

ARTICLE IV

The Contractor agrees to devote his time, expertise and effort to the performance of his services to the Department as contracted to under the terms of the Agreement; however, it is specifically understood by the parties that the Contractor may at his discretion engage in and provide other services for additional clients, departments and individuals who may not be a party to this Agreement during the length of this Agreement.

The contractor will supply all of the food and board for the canines who are participating in pre-training under the terms of this Agreement. Further, the Contractor will supply all tools and instruments required to perform the services as contracted to under the terms of the Agreement.

It is specifically agreed to that the Department shall indemnify and hold the Contractor harmless from any and all injuries that may be sustained by either the Department's canine(s) or the Department's handler(s) which may occur during the training sessions or after the conclusion of the training sessions. The Department assumes sole and complete responsibility and liability for any and all injuries that may be sustained by either the Department's canine(s) or the Department's handlers which may occur during the training sessions or after the conclusions of the training sessions.

It is specifically understood and agreed that the Contractor will not be providing worker's compensation insurance to the handler's who may be participating in the training sessions. It is specifically understood and agreed upon by the parties that the Department shall at all times maintain a liability insurance policy on behalf of their canines. The Department further agrees to hold the Contractor harmless from any and all claims which may arise from any act or omission of the Department's canines or handlers.

The Contractor will not be liable to the Department or any other individuals who may claim any right due to a relationship with the Department for any act or omission in the performance of the services contracted for under the terms of this Agreement. The Department shall indemnify the Contractor free and harmless from any obligations, cost, claims, judgments, attorney fees and attachment arising from, growing out of or in any ways connected with the services rendered to the Department under this Agreement.

The Department's indemnification/hold harmless obligations under this Article IV shall not apply to the gross negligence or intentional misconduct of the Contractor or its employees.

Neither this Agreement nor any of the duties or obligations provided for under the terms of the same may be assigned by the Contractor without the prior written consent of the Department.

ARTICLE V

Contractor agrees to train the respective canines possessing the proper drives and characteristics, in the following areas: tracking, area search, article search, building search, criminal apprehension, obedience work and narcotics detection with respect to marijuana, cocaine, heroin, methamphetamines and all of their derivatives. Provided that the canine team meets the standards and requirements of the North American Police Work Dog Association at the conclusion of the training sessions contracted for under the terms of this Agreement, the Contractor agrees to certify said canine and handler.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, intending to be legally bound hereby.

WITNESS:

ATTEST:

PARTIES OF THE FIRST PART:

C. John Brannon II

Shallow Creek Kennels, Inc. Agent

PARTY OF THE SECOND PART:

Department