

**CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS  
MARCH 15, 2016  
7:00 P.M.**

---

The Public Hearing which was scheduled tonight for TIF #5 has been cancelled and will be rescheduled at a later date.

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Roll Call
- E. Public Participation
- F. Consent Agenda:
  - City Council Minutes - March 1, 2016
  - Presentation of Bills - \$2,105,396.98
  - Finance Report
- G. Committee Reports
- H. Communication from Mayor
- I. Communication from Elected Officials

**J. UNFINISHED BUSINESS**

Proposed Ordinance No. 9-'16, an Ordinance approving the transfer of Volume Cap in connection with Private Activity Bond Issues, and related matters. (Community Committee)

Proposed Ordinance No.10-'16, an Ordinance approving a variance from Ordinance No. 190, "The Revised Code," Chapter 14, Development Code, Section 14-7-4 (B) by allowing additional wall signage within the Planned Business District at 10616 Lincoln Trail. (Community Committee)

Proposed Ordinance No. 11-'16, an Ordinance authorizing the City to enter into a Redevelopment Agreement with Steve Giger at 10610 Lincoln Trail, Fairview Heights, IL. (Administration Committee)

Proposed Ordinance No. 12-'16, an Ordinance amending Ordinance No. 1687-2015 regarding time to proceed with the development of Perfect Finish Auto Body at 10614 Lincoln Trail. (Community Committee)

**K. NEW BUSINESS**

Proposed Resolution No. 20-'16, a Resolution authorizing the Mayor to enter into an agreement with Mission Critical Partners to prepare a Phase II Consolidation Planning Report for the possible consolidation of 911 Emergency Dispatch Services. (\$19,000.00) (Administration Committee)

Proposed Resolution No. 21-'16, a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code. (Operations Committee)

Proposed Resolution No. 22-'16, a Resolution authorizing the Mayor on behalf of the City to enter into a contract with Stutz Excavating, Inc., for the reconstruction of Lincoln Trail sidewalk. (Operations Committee)

Proposed Resolution No. 23-'16, a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to make application and enter into agreements with St. Clair County concerning the Community Development Block Grant Program for the Program Year 2016. (Operations Committee)

Proposed Resolution No. 24-'16, a Resolution authorizing the Mayor on behalf of the City to enter into a Preliminary Engineering Services Agreement for Federal participation with Horner & Shifrin, Inc. to provide Professional Engineering Services for traffic signal design to be installed at the intersection of Longacre Drive and Union Hill Road. (Operations Committee)

**L. ADJOURNMENT**

**CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MINUTES  
MARCH 1, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark Kupsy in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Invocation by City Clerk Karen J. Kaufhold and the Pledge of Allegiance by Mayor Kupsy.

**ROLL CALL**

Roll call of Aldermen present: Harry Zimmerman, Pat Peck, Roger Lowry, Justin Gough, Denise Williams, Bill Poletti, Frank Menn, Dennis Baricevic, Pat Baeske and Brenda Wagner. Mayor Mark Kupsy, City Clerk Karen J. Kaufhold and City Attorney Kevin Hoerner were also present.

**PUBLIC PARTICIPATION**

No comments.

**CONSENT AGENDA**

Alderman Lowry moved to approve the February 16, 2016 City Council minutes. Seconded by Alderman Poletti.  
Roll call on the Consent Agenda showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske and Wagner voting "Yea." Consent Agenda passed on 10 yeas and no nays.

**COMMITTEE REPORTS**

Mayor Kupsy announced the Operations Committee will meet March 2<sup>nd</sup>, 7:00 P.M.

**COMMUNICATION FROM MAYOR**

Mayor Kupsy thanked the Aldermen and City Staff who were able to attend the SWICOM meeting; Mayor requested a moment of silence for Bev Mattison who recently passed away.

**COMMUNICATION FROM ELECTED OFFICIALS**

Alderman Williams stated that she attended a MECOP class and stated that it is a wonderful program.

Alderman Baricevic requested draft committee minutes be completed as soon as possible for those Aldermen who cannot attend the meetings.

Alderman Lowry commented on the speaker at the SWICOM meeting.

## COMMUNICATION FROM ELECTED OFFICIALS - continued

City Clerk Kaufhold announced the Volunteer Recognition Dinner will be held on March 30<sup>th</sup>, at the Four Points by Sheraton.

### NEW BUSINESS

Proposed Ordinance No. 9-'16, an Ordinance approving the transfer of Volume Cap in connection with Private Activity Bond Issues, and related matters. Motion made by Alderman Poletti. Seconded by Alderman Zimmerman. Proposed Ordinance No. 9-'16 was read for the first time.

Proposed Ordinance No. 10-'16, an Ordinance approving a variance from Ordinance No. 190, "The Revised Code," Chapter 14, Development Code, Section 14-7-4 (B) by allowing additional wall signage within the Planned Business District at 10616 Lincoln Trail. Motion made by Alderman Baricevic. Seconded by Alderman Williams. Proposed Ordinance No. 10-'16 was read for the first time.

Proposed Ordinance No. 11-'16, an Ordinance authorizing the City to enter into a Redevelopment Agreement with Steve Giger at 10610 Lincoln Trail, Fairview Heights, IL. Motion made by Alderman Baricevic. Seconded by Alderman Wagner. Proposed Ordinance No. 11-'16 was read for the first time.

Proposed Ordinance No. 12-'16, an Ordinance amending Ordinance No. 1687-2015 regarding time to proceed with the development of Perfect Finish Auto Body at 10614 Lincoln Trail. Motion made by Alderman Baeske. Seconded by Alderman Poletti. Proposed Ordinance No. 12-'16 was read for the first time.

Proposed Resolution No. 17-'16, a Resolution authorizing the Mayor to enter into a contract with Economic Development Resources (EDR) for the preparation of a map depicting TIF #1, #2, #3, #4, Proposed TIF #5 and the Enterprise Zone. Motion made by Alderman Poletti. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 17-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske and Wagner voting "Yea." Proposed Resolution No. 17-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 17-'16 now becomes **RESOLUTION 3993-2016**.

Proposed Resolution No. 18-'16, a Resolution authorizing the Mayor to enter into an agreement with Millennia Professional Services of Illinois, Ltd., for the Coventry Court and Bunkum Road Intersection Alignment Study (\$9,800.00). Motion made by Alderman Poletti. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 18-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske and Wagner voting "Yea." Proposed Resolution No. 18-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 18-'16 now becomes **RESOLUTION NO. 3994-2016**.

**NEW BUSINESS - continued**

Proposed Resolution No. 19-'16, a Resolution authorizing the Mayor to enter into an agreement to sell a 1994 Chevrolet Impala SS previously use by the Police Department (\$6,100.00). Motion made by Alderman Wagner. Seconded by Alderman Baricevic. Roll call on Proposed Resolution No. 19-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske and Wagner voting "Yea." Proposed Resolution No. 19-'16 passed on 10 yeas and no nays. Proposed Resolution No. 19-'16 now becomes **RESOLUTION NO. 3995-2016**.

Alderman Peck moved to allow the YEAH! Festival to be held on June 18, 2016 in Everett Moody Park, contingent upon staff requirements, and further move to approve the collection of fees or donations including the sale of concessions and that any pavilion or associated fees be waived. Seconded by Alderman Gough. Roll call on the motion showed Aldermen Zimmerman, Peck, Lowry, Gough, Poletti, Menn, Baricevic, Baeske and Wagner voting "Yea." Alderman Williams voicing "Present." Motion passed on 10 yeas and 1 present.

Alderman Gough moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:16 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD  
CITY CLERK

# Memo

**To:** Mayor & City Council  
**From:** Gina Rader - Director of Finance  
**CC:** City Clerk & Directors  
**Date:** March 10, 2016  
**Re:** Finance Report – March 15, 2016 City Council Meeting

---

## Presentation of Bills

Bills in the amount of \$2,105,396.98 were approved for payment at the Finance Committee meeting on March 9, 2016.

## Finance Committee Legislation

- United Healthcare and Guardian Contract

## Sales Tax Report

Attached is the updated sales tax report, we should be receiving the March payment any day reflecting retail activity in December. We have seen an increase for the seventh month in a row. We are currently 5.4% (\$319,284) ahead of last year's pace.

Please let me know if you have any questions.

**CITY OF FAIRVIEW HEIGHTS, IL**  
**SALES TAX REPORT**  
**State 1% Municipal Tax Portion**

DISTRIBUTION MONTH	MAY 2010 - APRIL 2011	MAY 2011 - APRIL 2012	MAY 2012 - APRIL 2013	MAY 2013 - APRIL 2014	MAY 2014 - APRIL 2015	MAY 2015 - APRIL 2016	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 619,328.06	\$ 619,211.17	\$ 629,863.98	\$ 601,011.50	\$ 584,713.94	\$ 586,147.75	0.3%	\$ 1,433.81
JUN	689,992.30	675,264.71	692,902.50	655,667.46	647,401.33	708,268.15	9.4%	60,866.82
JUL	569,542.81	594,120.05	578,187.49	574,119.26	578,345.95	563,612.88	-2.6%	(14,733.07)
AUG	591,482.11	587,452.26	602,449.00	586,795.92	593,876.18	607,839.70	2.4%	13,963.52
SEP	648,045.41	654,058.72	663,854.82	610,055.28	579,381.42	653,462.36	12.8%	74,080.94
OCT	589,409.53	590,474.65	572,075.75	554,178.50	550,782.54	573,059.41	4.0%	22,276.87
NOV	592,675.72	593,273.35	620,158.32	574,589.49	579,500.49	642,921.78	10.9%	63,421.29
DEC	638,144.11	626,112.57	631,306.50	468,313.25	588,998.17	626,164.49	6.3%	37,166.32
JAN	596,410.80	572,082.72	576,698.91	589,088.14	580,475.99	627,103.06	8.0%	46,627.07
FEB	729,123.82	718,749.92	710,629.96	687,960.48	680,833.91	695,015.32	2.1%	14,181.41
MAR	1,092,964.09	1,057,805.62	1,049,090.01	969,659.49	1,028,593.77			
APR	485,716.35	496,524.53	532,313.55	458,225.94	528,428.24			
<b>YTD TOTAL</b>	<b>\$ 7,842,835.11</b>	<b>\$ 7,785,130.27</b>	<b>\$ 7,859,530.79</b>	<b>\$ 7,329,664.71</b>	<b>\$ 7,521,331.93</b>	<b>\$ 6,283,594.90</b>		<b>\$ 319,284.98</b>
<b>YTD CHANGE</b>	<b>4.2%</b>	<b>-0.7%</b>	<b>1.0%</b>	<b>-6.7%</b>	<b>2.6%</b>	<b>5.4%</b>		
<b>MONTHLY AVG</b>	<b>\$ 653,569.59</b>	<b>\$ 648,760.86</b>	<b>\$ 654,960.90</b>	<b>\$ 610,805.39</b>	<b>\$ 626,777.66</b>	<b>\$ 628,359.49</b>		

3/10/2016

**PROPOSED ORDINANCE NO. 9-'16**

**AN ORDINANCE APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS.**

WHEREAS, Fairview Heights, Illinois (the "Municipality") is a municipality and a Home Rule Unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the Municipality has volume cap equal to \$100 per resident of the Municipality in each calendar year, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 Illinois Compiled Statutes 2008, 345/1 et seq., as supplemented and amended (the "Act"), provides that a Home Rule Unit of government may transfer its allocation of volume cap to any other Home Rule Unit of government, the State of Illinois or any agency thereof or any non-Home Rule Unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to transfer its entire volume cap allocation for calendar year 2016 to the Southwestern Illinois Development Authority (the "Issuer") to be applied toward the issuance of private activity bonds by the Issuer (the "Bonds") or for such other purpose permitted by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2016 is hereby transferred to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or such other bonds.

SECTION 2. That the Municipality and the Issuer shall maintain a written record of this Ordinance in their respective records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the Mayor, the City Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable and if any section; phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME:     **March 1, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD - CITY CLERK

**PROPOSED ORDINANCE NO. 10-'16**

**AN ORDINANCE APPROVING A VARIANCE FROM  
ORDINANCE NO. 190, "THE REVISED CODE"  
CHAPTER 14, DEVELOPMENT CODE, SECTION 14-7-  
4 (B) BY ALLOWING ADDITIONAL WALL SIGNAGE  
WITHIN THE PLANNED BUSINESS DISTRICT AT  
10616 LINCOLN TRAIL.**

WHEREAS, the Zoning Board of Appeals met on January 26, 2016 and held the necessary Public Hearing and reviewed the Sign Variance application and has transmitted its Advisory Report to the City Council.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS that:

SECTION 1. APPROVAL. A variance from Ordinance No. 190 "The Revised Code", Chapter 14, Development Code, Section 14-7-4 (B) allowing a total of ninety (90) square feet of wall signage on the front building façade for property located at 10616 Lincoln Trail within the Planned Business District is hereby approved. A copy of the Zoning Board of Appeals Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT A."

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME: **March 1, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD - CITY CLERK



## CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

February 12, 2016

Fairview Heights City Council  
10025 Bunkum Road  
Fairview Heights, IL 62208

Dear City Council Member:

The petition below is hereby transmitted for your consideration:

<b>Petition No:</b>	<b>ZBA 01-16</b>
<b>Petitioner:</b>	Abdalla Abraham
<b>Request:</b>	Sign Variance
<b>Area Size:</b>	Approximately 17,860 square feet
<b>Location:</b>	10616 Lincoln Trail
<b>Hearing Date:</b>	January 26, 2016
<b>Proponents:</b>	5
<b>Opponents:</b>	1
<b>Recommendation:</b>	Approval
<b>Votes:</b>	Yeas: Prescott, Bramstedt, Peterson, Abernathy, Wicks Nays: Bunfill    Absent: Petroff
<b>Report:</b>	Staff Advisory (Exhibit 1)
<b>Ward:</b>	III

Respectfully,

Cheryl Bunfill, Chairman  
Zoning Board of Appeals

**ZBA01-16- SIGN VARIANCE**  
**Abdalla Abraham**  
**10616 Lincoln Trail**

**ZONING BOARD OF APPEALS FINDINGS**

Based upon review of the request, Abernathy moved to approve the sign variance and Peterson seconded to approve a Sign Variance for 10616 Lincoln Trail, to allow for installation of wall sign in excess of code allowance, within the City of Fairview Heights for the following reasons:

- 1) The sign identifies the service
- 2) The proposed variance is a minimum needed to perform the desired function.
- 3) The building location prohibits setting the sign at the front of the property.
- 4) The sign will not be injurious or detrimental to the public health, safety and welfare.

VOTE: 5 YEAS; Bramstedt, Peterson, Prescott, Wicks and Abernathy.  
1 NAYS; Bunfill 1 ABSENT; Petroff

**ZONING BOARD RECOMMENDATIONS**

Based upon application materials and proposed plans, the Zoning Board of Appeals recommends Approval of ZBA01-16, Sign Variance for property located at 10616 Lincoln Trail.

## **ZBA 01-16 10616 Lincoln Trail Sign Variance**

### **REQUEST**

The applicant, Abdalla Abraham owner of Fairview Lounge, is requesting permission to place an additional sign, 3' X 10' sign cabinet, on the front of building facing Lincoln Trail. The variance is in regards to this additional sign being in excess of allowable square feet allowed for total wall signage. The applicant has submitted a brief narrative, and electronic image of proposed signage with existing wall signage.

### **REGULATIONS & VARIANCE REQUESTED**

The property at 10616 Lincoln Trail is zoned "PB" Planned Business District. The Development Code Chapter 14 Sign Regulations Article VII stipulates the regulations on Business District Signage for **14-7-4 (B) Wall Signs** as:

**Wall Signs.** Any business use may be permitted a wall sign for each side of a building fronting a public street and adjoining a business district parcel, except when the property on the opposite side of the public street is zoned a residential district. Wall signs shall not project more than **one (1) foot** from the building wall and copy shall run parallel (horizontal) with the wall.

(1) **Size.** Maximum permitted wall sign area shall be **one (1) square foot** of sign area for each linear foot of building frontage on a street to a maximum of **three hundred (300) square feet** on individual street frontages.

Applicant currently has 60 square feet of wall signage on the front wall (60 linear feet) facing Lincoln Trail and is seeking a **variance of 30 square feet** to place 3' x 10' sign cabinet on the front wall.

### **HARDSHIP**

Applicant is seeking higher visibility.

### **AREA LAND USE AND ZONING**

The subject property, 10616 Lincoln Trail, located on the southwest corner of Lincoln Trail and Ruby Lane is developed with a 3 pump island service station and a restaurant bar & grill. The property is zoned Planned Business District and contains 17,694 square feet of area. The adjoining properties to the south are zoned "B-3" Community Business District and developed with single family residences. The property to the west is zoned Planned Business District and developed with an auto repair facility. The properties north, across Lincoln Trail, are developed with a parking lot and an oil change facility. The property to the northeast across the intersection of Ruby Lane and Lincoln Trail is developed with a retail furniture store. The property to the east across South Ruby Lane and fronting Lincoln Trail is developed with an office building.

### **OVERVIEW OF GROUNDS FOR GRANTING VARIANCE**

Section 14-10-13 of the Development Code details the powers, duties, and procedures for the Zoning Board of Appeals. There is no language specific to sign variances. This section of the Code does specify that no area-bulk variance in the application of any provisions of this Code shall be recommended by the Board, unless it finds, of which (c) provides general direction in regards to variance appeals:

(c) that the recommending of this variance will be in harmony with the general purpose and intent of this Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Board, in making its recommendations shall take into account whether the conditions of the subject premises are peculiar to the lot or tract described in the petition. Should it be determined that the conditions are part of the general condition of the neighborhood, then it shall be so noted and the Board may recommend appropriate corrections to Code.

Exhibits:

- 1 -- Staff Advisory
- 2 -- Application
- 3 -- Electronic Image Front Wall
- 5 -- Public notice
- 6 -- Surrounding Property Owners



**PROPOSED ORDINANCE NO. 11-'16**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH STEVE GIGER AT 10610 LINCOLN TRAIL, FAIRVIEW HEIGHTS, IL.**

WHEREAS, on February 18, 2016, the Corporate Authorities passed and approved Resolution No. 3982-2016 authorizing the approval of a Letter of Intent with Steve Giger for the City to enter into a Redevelopment agreement with Developer for the expansion of Perfect Finish, Inc. to be located at 10610 Lincoln Trail, Fairview Heights, IL, 62208 (the "Development Project").

WHEREAS, Steve Giger has applied for benefits under the City's Business Assistance Program (Application No. 16-1) in connection with the Development Project.

WHEREAS, the proposed expansion, commonly referred to as Perfect Finish, Inc., with accompanying public and private infrastructure, is consistent with, and will promote the purposes outlined in the Lincoln Trail Corridor Development Standards section of the Business Assistance Program and, in order to achieve the objectives of the Lincoln Trail Corridor Development Standards the City intends to assist the developer in the development of the Project.

WHEREAS, the expansion project will employ additional persons over and above those already employed within the City and additional Municipal Sales Tax Revenues will be generated for the benefit of the City and its residents.

WHEREAS, as a Home Rule Unit of government under the Constitution of the State of Illinois and under the Tax Increment Redevelopment Act, 65 ILCS 5/11-74.4-1 "TIF ACT." The City has the authority to enter into this agreement and to share or rebate it's TIF Revenues (as hereinafter defined) generated by the Expansion Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS:

SECTION 1. AGREEMENT. The Mayor and the City Clerk are hereby authorized to sign and attest to the Redevelopment Agreement attached hereto as "EXHIBIT A" on behalf of the City Council.

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME: **March 1, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY – MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD – CITY CLERK

**“EXHIBIT A”**

**CITY OF FAIRVIEW HEIGHTS, ILLINOIS  
REDEVELOPMENT AGREEMENT**

**Steven Giger d/b/a Perfect Finish, Inc.**

**Expansion of Existing Perfect Finish Auto Body Repair Shop**

**Located at 10610 Lincoln Trail, Fairview Heights, Illinois**

## REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (Agreement) dated as of March \_\_\_\_, 2016, is made by and between the City of Fairview Heights, St. Clair County, Illinois, 10025 Bunkum Road, Fairview Heights, Illinois, 62208 ("City"), and Steven Giger d/b/a Perfect Finish, Inc., 10610 Lincoln Trail, Fairview Heights, Illinois, 62208 ("Developer"). The City and Developer shall be referred to collectively as the Parties.

### RECITALS

1. The City, as a home rule unit of government under the Constitution of the State of Illinois, possesses the authority under its home rule powers and under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. ("TIF Act"), to enter into this Agreement with the Developer in furtherance of its redevelopment plan and project to, *inter alia*, promote the health, safety, and welfare of the City's inhabitants by promoting enhancements to the local tax base and to create employment.

2. Pursuant to the TIF Act, the City Council of the City adopted the following ordinances:

(a) Ordinance No. 1379-2007, entitled "An Ordinance Approving the Tax Increment Redevelopment Plan and Redevelopment Project for the Lincoln Trail Redevelopment Project Area," which approved a redevelopment project and plan under the TIF Act; and

(b) Ordinance No. 1380-2007, entitled "An Ordinance Designating the Lincoln Trail Redevelopment Project Area," designating the Lincoln Trail Tax Increment Redevelopment Project Area, legally described therein as a redevelopment project area pursuant to the TIF Act; and

(c) Ordinance No. 1381-2007, entitled "An Ordinance Adopting Tax Increment Financing for the Lincoln Trail Redevelopment Project Area," adopting tax increment financing of "redevelopment project costs" (as defined in the TIF Act).

3. The Developer desires to undertake building renovation and site improvements at 10610 Lincoln Trail, Fairview Heights, Illinois, 62208 and legally described on Exhibit A (the "Project Area"). Developer currently owns the real estate underlying the Project Area.

4. The Developer desires to undertake building renovation and site improvements to the existing Perfect Finish Collision Center and Auto Body Repair Shop described in detail in the attached Exhibit A and made part of this Agreement (the "Project").

5. The City Council of the City has determined that (1) The Project Area is presently a blighted area within the meaning of the TIF Act, (2) the Project will be

consistent with the land uses proposed by the Redevelopment Plan and will promote the health, safety and welfare of the City's inhabitants, enhance the local tax base and create employment, and, within the Project Area, alleviate conditions of blight and conditions which, if not addressed, would become blight, and (3) assisting the Developer with the financing of certain portions of the Project that qualify as redevelopment project costs will further the objectives of the Redevelopment Plan and is, therefore, authorized under the TIF Act and the City's home rule powers.

6. By adopting Ordinance No. 1381-2007, the City Council of the City directed that certain increases in *ad valorem* real estate taxes attributable to increases in the equalized assessed value of real property within the TIF Area are to be allocated to and, when collected, paid to the City Treasurer of the City and deposited into the "Special Tax Allocation Fund for the Lincoln Trail Redevelopment Project Area" (Fund) for the purpose of paying Eligible Costs.

**NOW, THEREFORE**, in consideration of (1) the matters set forth in the Recitals to this Agreement, (2) the representations, warranties, covenants, and agreements set forth below, and (3) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

**1. INCORPORATION OF RECITALS.**

The Recitals set forth above are an integral part of this Agreement and are hereby ratified, confirmed, and incorporated as if fully set forth in this Section 1 of this Agreement.

**2. REPRESENTATIONS AND WARRANTIES.**

To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents and warrants to the City as follows:

- (a) Developer is a duly organized and validly existing corporation organized and in good standing under the laws of the State of Illinois, authorized to do business in the State of Illinois.
- (b) The documents to which the Developer is a party which pertain to the Project (Developer Documents), when executed and delivered by the Developer, will be the legal, valid and binding obligations of Developer and will be enforceable in accordance with their terms except to the extent that enforcement may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Developer and further subject to the availability of equitable remedies.
- (c) No event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default under the Developer Documents.

- (d) No litigation or proceedings in any court, governmental body or administrative agency are pending or are threatened against the Developer which could: (i) materially adversely affect the ability of the Developer to perform his/its obligations pursuant to and as contemplated by this Agreement or under any of the Developer Documents; or (ii) materially adversely affect the operation or financial condition of the Developer;
- (e) The execution, delivery, and performance by the Developer of this Agreement does not constitute or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party of by which the Developer or Developer's property may be bound or affected.
- (f) The persons executing the Agreement and who will execute the Developer Documents on behalf of the Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and the Developer Documents and perform the obligations contained herein and therein.
- (g) The construction of the Project by the Developer does not now, nor in the future will, violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Project.

The City represents and warrants to the Developer as follows:

- (a) The City has authority under the City's home rule power granted in the 1970 Constitution of the State of Illinois and under the TIF Act to enter into, execute, and deliver this Agreement and perform the City's obligations pursuant to the terms contained in this Agreement.
- (b) The persons executing this Agreement on behalf of the City have been duly authorized by all appropriate action into enter into, execute and deliver this Agreement.
- (c) The documents to which the City is a party pertaining to this Agreement and the ordinance relating thereto (City Documents), when executed and delivered by the City, or when adopted by the City in the case of the ordinance, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of credits' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

- (d) To the City's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default by the City under the City Documents. For the purposes of this Agreement, "the City's knowledge" shall mean the actual knowledge of the Director of Economic Development (DED).
- (e) No litigation or proceedings are pending in any court, governmental body or administrative agency or, to the City's knowledge, are threatened against City, which will materially adversely affect the ability of the City to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement or the City Documents, except as provided for herein.
- (f) To the City's knowledge, the execution, delivery and performance by the City of this Agreement does not constitute or will not, upon the giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which City is a party or by which the City or the City's property may be bound, which will prevent performance by the City of the City's obligations under this Agreement and the City Documents.
- (g) The Project Area has been designed as a part of a tax increment redevelopment project area pursuant to the TIF Act and the benefits therefrom are available to the Developer as and to the extent as set forth in this Agreement.

The Parties agree that all of the representations and warranties set forth in this Agreement are true as of the execution date of this Agreement and will be true at all times during the term of this Agreement.

### **3. DEVELOPMENT REQUIREMENTS, CONSTRUCTION OF PROJECT, AND MAINTENANCE OF CERTAIN PROPERTY.**

- (a). Responsibilities of Developer. The Developer shall construct the Project in accordance with the Development Plan set forth in Exhibit A which has been approved by the City and the OED in accordance with the procedures described in Section 3(c) below. In addition, the Developer and any heirs and/or successors shall:
  - A. Invest not less than \$498,209.00 in the Project; and
  - B. Retain 15 FTE jobs; and create 2 FTE jobs within or before two (2) years of operation; and
  - C. Create sales after the first year of operation (according to the date of issuance of occupancy permit) generating not less than \$892,000.00 in sales annually and continue to generate not less than \$892,000.00 in sales annually for the next five (5) years; and

- D. Developer, heirs, and successors agree to remain open as an auto repair facility at 10610 Lincoln Trail, Fairview Heights, Illinois for not less than five (5) years beyond the Project Completion Date; and
  - E. Developer shall comply with all existing and applicable Federal, State, County, and Local laws and ordinances, including, but not limited to, those which establish the applicable prevailing wage to be paid by Developer to workers on the Project. Developer, like the City, acknowledges the value of trade unions in construction projects, as demonstrated by the passage of Resolution No. 3887-2015, and agrees that 100% of Developer's labor will be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council; and
  - F. Developer agrees to reimburse the City for all public funds abated and/or provided pursuant to this Agreement in the event that it fails to meet the obligations set forth in this Agreement, and agrees that said reimbursement or payment reduction will be made pursuant to the formula described in Exhibit C; and
  - G. Developer agrees to complete and return annually a Development Agreement Reporting Form attached as Exhibit B; and
  - H. Agree to construct the building and site in conjunction with its BAP Application 1-16 and consistent with the ten (10) Lincoln Trail Corridor Development Standards contained within the plans as submitted on January 29, 2016; and
  - I. At all times comply with all existing and applicable Federal, State, County, and Local Laws and ordinances; and
  - J. Obtain and maintain all insurance coverages required by Section 37-4-1 of the Revised Code of Ordinances of Fairview Heights, Illinois, and name the City of Fairview Heights as an additional insured on the policies of insurance specified therein, as set forth in Section 5(c) to this Agreement; and
  - K. Allow the City to place temporary signage on the Project Area during construction indicating that the Project received financial assistance from the City; and
  - L. Issue at least fourteen (14) days written notice to the City that the payment(s) required of the City to Developer pursuant to Section 4(a) is/are due.
- (b). Commencement and Completion Date. The Developer shall commence construction on or before April 4, 2016 and shall complete the Project on or before December 31, 2016 (Project Completion Date). The completion date may be extended for up to an additional three (3) months if Developer has not completed the Project despite due diligence in prosecution of construction activities, provided that (i) Developer promptly furnishes the City with written

notice specifying the reasons for the delay, the expected length of delay, and (ii) Developer uses all reasonable efforts to minimize the delay.

(c). Plans and Specifications. The Project shall conform to Project Description set forth in Exhibit A. No material deviation from the Development Plan described in Exhibit A shall be made by Developer without the prior written consent of the DED and other applicable Departments of the City, which consent shall not be unreasonably withheld or delayed, provided nothing shall impact the City's right to withhold consent in accordance with its standard practices and procedures.

The Project and Development Plan shall conform to the terms of this Agreement and all applicable federal, state, and local statutes, laws, ordinances and regulations. Developer shall comply with all federal, state and municipal laws and ordinances concerning the rights of accessibility for the physically disabled, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* (1990), and the Environmental Barriers Act of Illinois, 410 ILCS 25/1 *et seq.* (1992) as the same are amended from time to time.

Upon receipt of proposed changes to the Project or Development Plan, the DED shall have fifteen (15) days in which to approve or to reject the same by written notice to the Developer. Such approval shall be subject to the City's customary review standards and shall not be unreasonably withheld or delayed. In the event the DED does not approve the revised plan(s), the DED shall specify in detail the reasons therefore. Developer shall have reasonable time within which to submit revised plans to the DED for his or her approval, which approval shall not be unreasonably withheld or delayed. If the DED fails to approve or reject (specifying reasonable details therefore) a submission or re-submission by the Developer within fifteen (15) days of the DED's receipt of same, then the DED will be deemed to have approved such submission or re-submission.

(d). Limited Applicability of DED Approval. Any approvals of the Project or Development Plans by the DED are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance, resolution, or other requirement of the City and such approval does not constitute approval or endorsement of the quality, structural soundness, safety or economic feasibility of the Project.

(e). Constructing the Project. Prior to commencement of the Project pursuant to this Agreement, Developer shall deliver the following to the DED:

- (i) The general contractor's sworn statement setting forth all then existing contracts and all of the projected and anticipated costs of the Project;
- (ii) A description of Developer's financing sources (Financing) that confirms adequate financing for the Project including what proportion of the funds, if any, shall be Developer's equity capital and evidence of the availability thereof. If any portion of the funds will be borrowed, Developer shall

furnish a commitment for a conventional construction loan from an institutional lender or from Developer's parent corporation providing adequate financing, identifying, among other things, the lender the amount of the loan, length of the term and the applicable interest rate (Commitment). The terms of the Commitment and other financing shall be subject to the reasonable approval of the City with respect to the adequacy of the Financing and Developer's equity to assure that funds will be readily available to support the costs of the Project including all Development Requirements and other non-construction costs;

- (iii) The contract between Developer and the General Contractor for the construction of the Project; and
- (iv) A copy of the application for the building permit with regard to the construction of the Project showing all fees paid.

Provided that the Commitment is approved by the City, an independent institutional lender shall be permitted to secure its loan by a mortgage (First Mortgage) encumbering the Project. The terms of any construction loan agreement and the documents which evidence and secure the Financing shall be subject to the reasonable approval of City, which approval shall not be unreasonably withheld or delayed.

(f). Relocation of Utilities. Any relocation, repair, or replacement of any existing City power, communications, or other utilities lines in and under the Project or the public streets or private property owned by Developer or adjacent to the Project shall be relocated, repaired, or replaced by the Developer at its sole cost and in accordance with the City's standard specifications.

(g). Certificate of Completion. Upon completion of the Project in accordance with the provisions contained in this Agreement and commencement of business, the DED, upon written request by Developer, shall furnish a Certificate of Completion (Certificate) to the Developer. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer. The Certificate shall not constitute evidence that Developer has complied with applicable provisions of federal, state and local laws, ordinance and regulations with respect to the construction of the Project. The Certificate shall be in recordable form.

Upon written request by Developer for the Certificate, the DED, within thirty (30) days after receipt of the same, shall undertake an inspection of such Project and thereafter provide Developer either with a Certificate or a written statement indicating in adequate detail how Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the DED, for Developer to perform as a condition to receipt of a Certificate. Developer shall have sixty (60) days to correct any such nonconformity or default. Upon

compliance with DED requirements, Developer shall resubmit a written request for a Certificate from the DED. The furnishing of such Certificate to Developer shall not be unreasonably withheld or delayed.

(h). Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement, the institutional holder of any mortgage or its affiliate authorized by the Agreement shall not be obligated by the provisions of this Agreement to complete the Development Requirements and the construction of the Project or to guarantee such construction or completion. Nothing in this paragraph or any other paragraph of this Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to develop or use the Project or any part thereof for any use or to construct any improvements other than the Project as provided for or permitted in this Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by the Developer of its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to any institutional mortgagee whose address has been given in writing to the City and the DED. After any such default by the Developer, each institutional mortgagee shall have the right but not the obligation to remedy such default within reasonable time following receipt of notice by such mortgagee.

Whenever the mortgagee shall deliver a notice or demand to the Developer with respect to any breach or default by the Developer of its obligations under the applicable mortgage loan documents, the mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in this Agreement. After any such default by the Developer, the City has the right, but not the obligation, to remedy such default within a reasonable time following receipt of such notice.

#### **4. FINANCING REQUIREMENTS AND CITY ASSISTANCE.**

(a). Reimbursement for Redevelopment Project Costs. Provided Developer substantially performs all of its obligations under this Agreement and furnishes the City with a certified cost analysis, certified by the independent architect and the chief financial officer of the Developer, setting forth all redevelopment project costs (as defined in the TIF Act) for the Project on or before December 31, 2016, the City shall reimburse the Developer for certain "Qualified Redevelopment Project Costs" to the extent provided below. The City shall:

Provide funds to Developer in the amount of \$24,910.45 after six (6) months of operation, on or before June 30, 2017; provide an additional \$24,910.45 after the first year of operation, on or before December 31, 2017; and final funding in the amount of \$24,910.45 after the second year of operation, on or before December 31, 2018 for a total City financial participation and assistance not to exceed \$74,731.35.

Reimbursement shall be conditioned upon the Developer submitting to the City receipts or other proof that it incurred Qualified Redevelopment Project Costs. The Developer shall seek reimbursement in writing pursuant to Sections 3(a)(L) and 8(j) of this Agreement.

(b). Source of Reimbursement. The City shall make any payments due to Developer under this Agreement solely from the TIF No. 3 Fund. The provisions of this Agreement, including any pledges of tax revenues, are subject to the provision of any pledges of particular portions of incremental taxes deposited from time to time into the Fund, which pledges were made prior to the execution and delivery of this Agreement. This obligation is not a general obligation of the City.

(c). Maximum Reimbursement. The City shall remit to the Developer the requested TIF incremental reimbursements set forth above, but not to exceed a total reimbursement of Seventy-Four Thousand Seven Hundred Thirty-One Dollars and Thirty-Five Cents (\$74,731.35).

(d). Sales Tax Abatement. The City shall authorize Developer to receive a Sales Tax Abatement (Sales Tax Exemption Certificate, subject to the approval of the Illinois Department of Revenue, for building materials through the City's Enterprise Zone.

## **5. DEVELOPER'S COVENANTS.**

(a). Use Restrictions. Equal Opportunity Laws and Covenants Running with the Land. The Developer covenants and agrees as follows:

- (i) The Project Area shall be utilized solely for construction of improvements to be used in accordance with the Site Plan, the terms and provision of this Agreement, the commitment, and all applicable state and local laws, ordinances, and regulations.
- (ii) Neither Developer nor any of its contractors, subcontractors, or material supplies shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status, or source of income in the construction of the Project and shall comply with any and all federal, state and local laws, statutes, ordinances, or regulations with regard to non-discrimination in the construction of the Project. The general construction contract for the acquisition, construction, improvement and equipping of the Project, all subcontracts, and all contracts of the operation of all or any part of the Project by persons other than the Developer shall contain requirements to this effect.

(b). Developer's Indemnity.

Developer shall indemnify, defend, and hold harmless the City (including without limitation any person at any time serving as a member, officer, agent or employee of the City) against and from any and all losses, claims, damage, penalties, expenses or liabilities of any nature (including reasonable attorneys' fees and court costs) suffered or incurred by City, or any person, firm, corporation or other legal entity, arising from the conduct or management of, or from any work or thing done on, the Project during the term of this Agreement, including without limitation:

- (i) Any condition of the Project or the Project Area, including without limitation any environmental condition;
- (ii) Any breach or default on the part of the Developer in the performance of any of its obligations under this Agreement not due to any act of neglect or default under this Agreement by the City;
- (iii) Any failure of the Developer or any contractor to pay contractors, subcontractors or material men;
- (iv) Any material misrepresentation or omission in the Developer's documentation to City to participate as the Developer of the Project which is the result of information supplied or omitted by the Developer or by agents, employees, contractors or persons acting under the control or at the request of the Developer;
- (v) Any failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto;
- (vi) Any act or negligence of the Developer or of any of its agents, contractors, servants, employees or licensees;
- (vii) Any act or negligence of any assignee or lessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Developer; and
- (viii) Any claim, cost or damage with regard to the use or misuse of the Project by the Developer.

The Developer shall indemnify and save the City, including without limitation any person at any time serving as a member, officer, agent or employee of the City, harmless from any such claim arising in such manner, or in connection with any action or proceeding brought thereon, and upon notice from the City, the Developer shall defend them in any such action or proceeding.

Developer further covenants to indemnify and save the City and its members, officers, agent and employees (past, present and future) harmless from any loss, claim, damage, tax, penalty or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with any act, failure to act, omission or misrepresentation by any person in connection with the issuance, sale, delivery, or remarketing of any securities issued in connection with the Project provided, that the indemnification provided in this sentence shall not extend to material inaccuracies, material misstatements or material omissions in information specifically provided by the City in writing for inclusion in any official statement or other disclosure document.

(c). Developer's Insurance.

The Developer, at its sole cost and expense, shall procure and maintain the following insurance provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois, as required under the Revised Code of Ordinances of Fairview Heights, Illinois, Chapter 37, Article 4, Section 1, and agrees to abide by the terms and conditions set forth therein:

- (i) Commercial General Liability Insurance (CGL) providing for coverage equivalent to the Insurance Services Office Commercial General Liability Coverage Form No. CG 0001 12 07. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Developer, operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The General Aggregate Limit shall be endorsed on a per project basis with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence. The CGL policy shall have a projects-completed operations aggregate limit of Two Million Dollars (\$2,000,000.00) and an each occurrence limit of One Million Dollars (\$1,000,000.00).
- (ii) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles. The Commercial Automobile Liability policy shall provide a Bodily Injury & Property Damage Liability Limit of One Million Dollars (\$1,000,000.00), per each occurrence.
- (iii) Employers Liability Coverage, providing for coverage of at least Five Hundred Thousand Dollars (\$500,000.00) for each accident. The Employers Liability Coverage policy shall have a disease policy limit of Five Hundred Thousand Dollars (\$500,000.00) and a disease - each employee limit of Five Hundred Thousand Dollars (\$500,000.00).

- (iv) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Developer may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

The Developer further agrees that, at the Developer's sole cost, the CGL policy shall provide by an endorsement in the appropriate manner and form that the City of Fairview Heights, Illinois, its officers and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Project and operations performed.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and all times thereafter when the Developer may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without thirty (30) days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restriction or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute this Agreement. A certificate of insurance shall include a statement that the coverage and limits conform to the minimums required by this Section. Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Developer's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of this Agreement. The Developer shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Developer in the minimum amounts set forth herein shall not be construed to relieve the Developer from its obligation to indemnify in excess of the coverage in accordance with this Agreement.

## **6. PERFORMANCE**

- (a). Time is of the Essence.

Time is of the essence of this Agreement.

(b). Permitted Delays.

Neither the City nor the Developer shall be considered in breach of obligations with respect to the commencement and completion of the Development requirements in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence including, but not limited to, any delays or halts in the construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States or any state government or authority, acts of the other part, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and severe weather or delays of subcontractors due to any such causes. The time for the performance of the obligations shall be extended for the period of the enforced delay if the City or the Developer, as the case may be, seeking the extension shall notify in writing the other party within twenty (20) days after the beginning of any such delay and such party utilizes diligence in attempting to complete performance of its obligations.

(c). Breach; Remedies.

Except as otherwise provided in this Agreement, in case of an Event of Default, upon written notice from the non-defaulting party, the party in default shall proceed to cure or remedy such default immediately and, in any event, shall complete such cure or remedy not later than twenty (20) days after receipt of such notice (unless a longer period is provided in Section 6(d)).

In the event that the Event of Default is not cured within the applicable time period, the non-defaulting party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations.

(d). Event of Default.

For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":

- (i) If any warranty or representation made or furnished by the City or by the Developer (including, without limitation, the representations and warranties of the Developer described in Section 2), was not true and correct at the time made.
- (ii) If the City or the Developer is in breach of any material provisions of this Agreement or any other agreement between the City and the Developer.

- (iii) If any petition is filed by or against City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, provided that, in the case of an involuntary proceedings, such petition is not vacated, stayed or set side within ninety (90) days after filing.
- (iv) If the Developer defaults in fulfilling its obligations with respect to the completion of the Site Plan or abandons or substantially suspends construction work, or violates any other provision of this Agreement not otherwise specified in this Section 6(d), provided that any such default, violation, or abandonment or suspension shall not be cured, ended, or remedied within twenty (20) days of 15 the date the Developer receives written demand by City to cure such default, or such longer period to be determined by City in its sole discretion if the default cannot be reasonably cured within the twenty (20) day period, provided that the cure has been commenced by the Developer within said twenty (20) day period and thereafter diligently prosecuted to completion.
- (v) If City fails to fulfill its obligations set forth in Section 4; or
- (vi) If the Developer fails to comply with the use, occupancy and accessibility covenants affecting the Property described in Section 3 above; or
- (vii) If the Developer fails to comply with the non-discrimination covenants described in Section 5 and the Affirmative Action Obligations set forth in Section 7; or
- (viii) Failure of the Developer to pay real estate taxes or special assessments affecting the Project when due, or placing thereon any encumbrance or lien other than Financing or suffering any levy or attachment to be made, or any materialman's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Project or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within twenty (20) days after written demand by City to remove such lien or encumbrance; or
- (ix) The Developer makes any assignment, pledge, encumbrance, transfer or other disposition as prohibited by this Agreement; or
- (x) If either City or the Developer defaults in performance of any of its other obligations under this Agreement and does not cure the same within twenty (20) days of written notice from the other party; or

(xi) The Developer allows the conduct of general business operations at the Project Area to cease within seven (7) years of the project Completion Date.

(e). Prior to Issuance of Certificate.

If prior to the time the City issues its Certificate of Completion Developer shall default in any specific manner as described in Section 6(d), then City may, upon written notice to Developer and the failure of Developer to cure such default within the applicable cure period, terminate this Agreement. In the event of termination, the City shall be excused from performance of any further obligations under this Agreement, shall be entitled to repayment of any and all amounts reimbursed to the Developer under this Agreement, as well as any rights available against Developer at law or in equity, including, without limitation, a suit for injunctive relief or specific performance and/or direct and consequential damages.

(f). After Issuance of a Certificate.

If after the date on which the City issues its Certificate of Completion Developer defaults in any specific manner as described in Section 6(d), including but not limited to, Section 6(d)(ix), the City shall be excused from performance of any further obligations under this Agreement, entitled to the repayment of any and all amounts reimbursed to the Developer under this Agreement, and any rights available against Developer at law or in equity, including, without limitation, a suit for direct and consequential damages.

(g). Waiver and Estoppel.

Any delay by City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive City of or limit such rights in any way. No waiver made by City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of City with respect to any other defaults of Developer.

(h). Access to the Project.

Any duly authorized representative of the City shall, at all reasonable times, have access to the Project for the purposes of confirming the Developer's compliance with this Agreement.

(i). City's Right to Inspect Records.

Until the City issues its Certificate of Completion, the City shall have the right and authority to review and audit, from time to time,

the Developer's financial books and records relating to the Project and the Development Requirements including, without limitation, the Developer's loan statements, general contractor's sworn statements, general contracts, subcontractors, purchase orders, waivers of lien, paid receipts, and invoices. Upon reasonable notice which shall not be less than (30) days, all such books and other records shall be available at the offices of the Developer for inspection, audit and examination at all reasonable times by any duly authorized representative of the City.

## **7. NON-DISCRIMINATION.**

Developer shall not discriminate against any employee or applicant for employment based upon race religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income.

All construction workers covered by this Agreement shall mean skilled construction workers, which include all worksite (working) foremen, journeymen, apprentices, trainees and helpers, where applicable.

Developer, in all solicitations or advertisements for employees placed by or on behalf of Developer, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, military status, parental status, sexual orientation, source of income, age, handicap or disability.

Developer shall include such provisions in every contract and shall require inclusion of these provisions in every subcontract and sub-subcontract entered into by its General Contractor so that each provision shall be binding upon the General Contractor and each subcontractor and each sub-subcontractor, as the case may be.

## **8. MISCELLANEOUS PROVISIONS.**

### **(a). Entire Agreement.**

Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the Project and the Development Plans and supersedes all prior agreements, negotiations, and discussions with respect thereto, and shall not be modified, amended or changed in any material manner whatsoever except by the written agreement of the City and the Developer. The term "material" for the purposes of this Section 8(a) shall be defined as any deviation from the terms of this Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of the Developer by more than ten (10) percent, substantially changes the character of the Development Requirements or any activities undertaken by the Developer affecting the Development Requirements, or increases any time agreed for the

performance by City or the Developer by more than one hundred eighty (180) days.

(b). Assignability and Transfer.

Unless expressly permitted by the provisions of this Agreement, the Developer, until City issues the Certificate with respect to the Project, shall not assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement as they relate to the Development Requirements or the land. Notwithstanding anything to the contrary herein, the Developer may assign this Agreement without the consent of City (but without release of the Developer from its obligations under this Agreement) to:

- Its parent company; or
- Any company which merges, consolidates or acquires substantially all of the assets of Developer, including the Project Area as a going concern; or
- An entity in which the Developer has a controlling interest of 51 % or more.

(c). Conflict of Interest - City's Representatives Not Individually Liable.

Developer covenants that, prior to the issuance of any Certificate of Completion by the City, no member of any city board, commission or agency, or official or employee of the City shall have any proprietary interest, direct or indirect, in the Developer, this Agreement, or the Development Requirements, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Developer to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

(d). Survival.

All representations and warranties contained in this Agreement are made as of the execution, delivery and acceptance hereof by City and the Developer and shall survive the execution, delivery and acceptance of this Agreement.

(e). Mutual Assistance.

The City and the Developer agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions,

and certification, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

(f). Cumulative Remedies.

The remedies of either party hereunder are cumulative and the exercise of anyone or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

(g). Limited Obligation.

The obligations of the City under this Agreement shall never constitute an indebtedness or a general obligation of the City within the meaning of the 1970 Constitution of the State of Illinois or any statutory provisions and shall not constitute or give rise to a charge or lien against City's general credit or taxing power.

(h). Disclaimer.

No provision of this Agreement, nor any act of the City or the Developer, shall be deemed or construed by the City and the Developer, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or any other relationship involving City.

(i). DED's Authority.

The DED shall have authority to approve non-material changes to the Development Requirements and Plans and Specs and to waive nonmaterial deviations with respect to the requirements of this Agreement. No approvals or waivers shall be effective unless the same are in writing.

(j). Notices.

All notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over night" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received on the third (3rd) business day following the postmark date thereof), to the City or the Developer at the addresses set forth below or to such other addresses as City or the Developer may direct in writing:

*If to the City:* Mike Malloy  
Director of Economic Development  
10025 Bunkum Road  
Fairview Heights, IL 62208

*If to the Developer:* Steven Giger  
Perfect Finish, Inc.  
10610 Lincoln Trail  
Fairview Heights, Illinois 62208

(k). Headings.

The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

(l). Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard for the conflict of laws provisions of such law or of the law of any other jurisdiction.

(m). Recordation of Agreement.

Without the express written consent of City, neither this Agreement nor any memorandum hereof shall be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois.

(n). Successors and Assigns.

The terms of this Agreement shall be binding upon City and the Developer and the Developer's legal representatives, successors and assigns. No contractor, subcontractor, material vendor, or laborer shall be deemed a third-party beneficiary of this Agreement.

(o). Counterparts.

Any number of counterparts of this Agreement may be signed on behalf of the City and the Developer, which counterparts, when fully executed, shall constitute but one and the same agreement.

(p). Severability.

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

**IN WITNESS WHEREOF**, the parties have executed or caused this Agreement to be executed, all as of the date first written above.

CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS, a municipal corporation

By: \_\_\_\_\_  
Mayor Mark T. Kupsky  
Mayor, City of Fairview Heights

STEVEN GIGER and  
PERFECT FINISH, INC.

By: \_\_\_\_\_  
Steven Giger

By: \_\_\_\_\_  
Perfect Finish, Inc.

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ST. CLAIR    )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that Mark T. Kupsky personally known to me to be the Mayor of the City of Fairview Heights, St. Clair County, Illinois, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Mayor, he signed and delivered the said instrument, pursuant to authority given by the City of Fairview Heights, as a free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of March, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ST. CLAIR    )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that Steven Giger, personally known to me to be the authorized representative of Perfect Finish, Inc. located at 10610 in Fairview Heights, Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such representative, he signed and delivered the said instrument, pursuant to authority given by said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of March, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
DEVELOPMENT PLAN

*Perfect Finish*

10614 Lincoln Trail  
Fairview Heights, IL 62208  
Office (618) 398-3100  
Fax (618) 398-4297  
Email: [perfect@peaknet.net](mailto:perfect@peaknet.net)

April 28, 2015

**Subject: Proposed project at 10614 Lincoln Trail, Fairview Hts, IL**

I am proposing to tear down the existing 2900 Square foot building located at 10614 Lincoln Trail, which is a shell only with no utilities and is currently used for storing vehicles. The condition of the building is poor and not worth renovating. We will construct a new 4800 square foot building which will be used as an extension of our current auto body repair shop located next door at 10610 Lincoln Trail. We will also be adding mechanical, possibly restoration work, and a car rental agency. The new building will be constructed of the same split faced block and design as our current building. We will also have adjoining parking lots which will give customers, employees and towing companies' better access to the property. I have also had an environmental study performed on both properties and was given a clean bill of health. We used this property from 1997-2005 for our body shop operations before we moved next door to our current location. I have financing approved through several local banks and can begin construction as soon as I am issued a building permit. I need business assistance monies to curb the high cost of construction. Business operation cost increase every year and we need the assistance to sustain our longevity in our business community. This project will enhance the look of this area tremendously. I've attached several photos of both our current body shop building and the building we will be replacing. Thank you for your consideration.

Sincerely,

Steve M. Giger  
President and Manager, Perfect Finish

Strube Construction  
2944 Renschler Rd  
Belleville, IL 62221  
618-580-1054

7 2 16  
2944 Renschler Rd  
Belleville, IL 62221

Stephen Strube, Owner

Dumpsters	\$3500.00
Demolition	\$20,985.00
Excavating & Concrete	\$123,700.00
Masonry	\$75,350.00
Plumbing	\$29,500.00
Electric	\$44,885.00
HVAC	\$12,250.00
Painting	\$25,380.00
Overhead doors/Entry doors	\$8925.00
Aluminum Front & Windows	\$6319.00
Roofing	\$6705.00
Tin for shop ceiling	\$6125.00
Lumber bid	\$32,117.00
Retention Pond	\$10,796.00
Crane Time	\$3400.00
Lift time	\$2600.00
Gutters	\$3192.00
Insulation R38	\$7230.00
Carpentry Labor	\$40,500.00
Mark Up	\$10,700.00
Fence	\$13,550.00
Signs, Gate, Sign base	\$10,500.00
<b>Total</b>	<b>\$498,209.00</b>

**CHARLES SUAREZ**  
**COUNTY TREASURER**  
 10 PUBLIC SQUARE  
 BELLEVILLE, IL 62220  
 www.co.st-clair.il.us

**ST. CLAIR COUNTY**  
**2014 REAL ESTATE TAXES**  
**BASED ON ASSESSED VALUE**  
**AS OF JANUARY 1, 2014**

**PARCEL NO. 03-28.0-302-041**

Pay on-line: [www.co.st-clair.il.us/Pages/parcel.aspx](http://www.co.st-clair.il.us/Pages/parcel.aspx)  
 E-Mail: [treasurer@co.st-clair.il.us](mailto:treasurer@co.st-clair.il.us)

TAXING INFORMATION		DISTRIBUTION OF 2014 TAXES						
FAIR PROPERTY VALUE	100,700	<b>Taxing Body</b>	<b>2013 Rate</b>	<b>2013 Tax</b>	<b>2014 Rate</b>	<b>2014 Tax</b>	<b>Difference</b>	<b>% of Total</b>
1977 BASE	4,636	BELLEVILLE HS #201	1.87120	\$673.80	2.03620	\$683.07	9.27	25.13
SENIOR FREEZE BASE	0	GRANT DIST #110	3.91340	\$1,337.68	4.00200	\$1,343.19	5.51	49.42
ASSESSORS VALUE	34,182	SWIC DIST #522	0.41060	\$140.35	0.42850	\$143.82	3.47	5.29
100% OF REVIEW VALUE	34,182	CITY OF FAIRVIEW HTS	0.00000	\$0.00	0.00000	\$0.00	0.00	0.00
TOWNSHIP MULTIPLIER	X 9819	LINCOLN TRAIL REDEVELOPMENT PROJECT	0.00000	\$0.00	0.00000	\$0.00	0.00	0.00
LOCAL VALUE*	= 33,563	ST CLAIR CO GEN	0.11240	\$38.42	0.11590	\$38.90	0.48	1.43
HIE/DAV VALUE	- 0	ST CLAIR CO OTHER	0.79560	\$271.95	0.82290	\$276.19	4.24	10.16
VALUE TO BE EQUALIZED	33,563	CASEYVILLE TWP	0.11450	\$39.14	0.12150	\$40.78	1.64	1.50
STATE MULTIPLIER	X 1.0000	CASEYVILLE ROAD	0.10740	\$36.71	0.11770	\$39.50	2.79	1.45
STATE EQUALIZED VALUE	= 33,563	FAIRV CASEY TWP FIRE	0.43430	\$148.45	0.45350	\$152.21	3.76	5.60
OWNER OCCUPIED EXEMPTION	- 0	CITY OF FRVW HTS LIB	0.00000	\$0.00	0.00000	\$0.00	0.00	0.00
SENIOR FREEZE	- 0							
SR HOMESTEAD EXEMPTION	- 0							
RETURNING VET EXEMPTION	- 0							
VE/DISABILITY EXEMPTION	- 0							
FARM ASSESSMENT	+ 0							
TAXABLE VALUE	= 33,563							
TOTAL TAX RATE	X 8.0972							
TOTAL TAX DUE	= \$2,717.66							
*ESTIMATED 1/3 OF FAIR PROPERTY VALUE								
TWP: CASEYVILLE		<b>Legal Description</b>						
TAX CODE 08064		ST CLAIR HILLS						
UNIT: 0060		ST CLAIR HILLS						
		LOT/SEC-23 PT LT 22 & PT LT 23 DOC A02370315						
		<b>Location of Property</b>						
		10614 LINCOLN TR						
		FAIRVIEW HEIGHTS, IL 62208-0000						
			<b>ACRES</b>					
			0.00					
<p><b>Dear Taxpayer:</b>                  Please read your bill carefully. On or before the installment due date, pay the first amount shown on payment coupon. After the due date pay the amount that includes penalty. The dates below are important to you. Please read them carefully.                  First installment due date: 07/01/2015                  Second installment due date: 09/01/2015                  Last day to pay and avoid publication: 09/25/2015                  The credit card &amp; E-Check systems will be temporarily shut down September 25 at 3:00pm until 8:00am September 28, 2015.                  Notice of tax sale by certified mail: 10/02/2015                  Publication of unpaid taxes: 10/05 - 10/09/2015  <b>LAST DAY TO PAY TAXES: 11/06/2015</b>                  The credit card &amp; E-Check services will be permanently shut down on November 6, 2015 at 3:00pm.  <b>POSTMARK WILL NOT BE HONORED ON LAST DAY TO PAY. PAYMENTS MUST BE RECEIVED BEFORE 5 PM ON 11/06/2015.</b>                  9:00 AM Tax Sale of all unpaid taxes: 11/09 - 11/12/2015                  No payment will be taken during tax sale.                  I remind you the County Treasurer only collects your taxes and is not responsible for your property assessment or the amount of tax you are paying.</p>								
<p><b>YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT. PLEASE KEEP FOR YOUR RECORDS</b></p> <p>1st INST: DATE PAID: AMT. PAID: <b>\$1358.83</b></p> <p>2nd INST: DATE PAID: AMT. PAID: <b>AUG 21 '15</b></p>								

Lincoln Trail TIF Corridor – Façade & Site Improvement Program  
Appendix 5, Nov. 2014

**Lincoln Trail Corridor Development Standards – Checklist**

See the Development Design Standards for a description of each of the following improvement items.

**A. EXTERIOR BUILDING ELEMENTS**

- 1. **WALLS** - Changes to exterior wall materials/colors .....
- 2. **PARAPET WALLS** - Addition of ornamental/architectural panels to emulate parapet walls.....
- 3. **BUILDING FAÇADES** - Articulating building facades for functional/visual architectural interest .....
- 4. **ARCHITECTURAL ORNAMENTATION** - Addition of exterior building elements (faux columns/beams, etc.) to break up long homogeneous facades .....
- 5. **ROOFING** - Changes to exterior roof materials/colors .....
- 6. **DOORS & WINDOWS** - Adding and/or enhancing doors and windows .....
- 7. **AWNINGS** - Addition of architecturally compatible awnings.....
- 8. **SHUTTERS** - Addition of architecturally compatible shutters .....
- 9. **BUILDING FAÇADE LIGHTING** – Addition of architectural façade lighting. ....
- 10. **EQUIPMENT SCREENING** - Screening visual clutter on roofs such as HVAC Units, cooler towers or electrical equipment. ....

**B. SITE ENHANCEMENT ELEMENTS**

- 11. **PARCEL ASSEMBLY** .....
- 12. **STRUCTURE DEMOLITION** .....
- 13. **DRIVEWAYS** - Sharing of Driveways and/or reducing curb cut widths.....
- 14. **PERIMETER LANDSCAPE** – For aesthetics and screening of parking lots and service areas.....
- 15. **PARKING LOT LANDSCAPE** - Landscape islands on the interior of parking lots .....
- 16. **PARKING LOT LIGHTING** .....
- 17. **PERMEABLE PAVEMENTS** .....
- 18. **SIDEWALKS** - Installation of sidewalks in ROW and/or sidewalk connection from ROW sidewalk to front door. ....
- 19. **BUILDING ENTRY AREAS** – Developing pedestrian areas at building entrances with color and/or imprinted paving or pavers. ....
- 20. **BUILDING ENTRY LANDSCAPE PLANTINGS** - Addition of landscape plantings (above ground or in-ground) at building entrances .....
- 21. **FLAG POLES AND SITE FURNISHINGS** .....
- 22. **WATER FEATURES** .....
- 23. **UNDERGROUNDING UTILITIES** - Placement of utilities underground .....

**C. SIGNING**

- 24. **BUILDING SIGNS** - Addition of signing compatible with building architecture.....
- 25. **SITE SIGNS** - Site signage enhancements .....
- 26. **SIGN REMOVAL** - Removal of pole signs .....

10  
 needs 12

Lincoln Trail TIF Corridor – Façade & Site Improvement Program  
Appendix 5, Nov. 2014

TOTAL NUMBER OF IMPROVEMENT ITEMS CHECKED.....

**D. POSSIBLE FUNDING(1) (TOTAL PROJECT COST NOT TO EXCEED \$150,000)**

# of improvements checked

Make Improvements (10) – potential 50% funding from City

Make Improvements (9) – potential 45% funding from City

Make Improvements (8) – potential 40% funding from City

Make Improvements (7) – potential 35% funding from City

Make Improvements (6) – potential 30% funding from City

Make Improvements (5) – potential 25% funding from City

Less than 4- No City Funding

**E. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN \$150,001 AND \$300,000)**

**Make no less than 8 improvements – 25% funding from City**

**F. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN \$300,001 AND \$500,000)**

**Make no less than 10 improvements – 15% funding from City**

**G. POSSIBLE FUNDING (TOTAL PROJECT COST EXCEEDS \$500,000)**

**Make no less than 12 improvements – 10% funding from City, not to exceed \$75,000.**

*<sup>1</sup>City financial participation shall require compliance with prevailing wage rate ordinance, lowest responsible bidder ordinance; individual phases of a project can be considered separately.*

Lincoln Trail TIF Corridor – Façade & Site Improvement Program  
Appendix 5, Nov. 2014

TOTAL NUMBER OF IMPROVEMENT ITEMS CHECKED.....

**D. POSSIBLE FUNDING(1) (TOTAL PROJECT COST NOT TO EXCEED \$150,000)**

# of improvements checked

Make Improvements (10) – potential 50% funding from City

Make Improvements (9) – potential 45% funding from City

Make Improvements (8) – potential 40% funding from City

Make Improvements (7) – potential 35% funding from City

Make Improvements (6) – potential 30% funding from City

Make Improvements (5) – potential 25% funding from City

Less than 4- No City Funding

**E. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN \$150,001 AND \$300,000)**

Make no less than 8 improvements – 25% funding from City

**F. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN \$300,001 AND \$500,000)**

Make no less than 10 improvements – 15% funding from City

**G. POSSIBLE FUNDING (TOTAL PROJECT COST EXCEEDS \$500,000)**

Make no less than 12 improvements – 10% funding from City, not to exceed \$75,000.

*<sup>1</sup>City financial participation shall require compliance with prevailing wage rate ordinance, lowest responsible bidder ordinance; individual phases of a project can be considered separately.*

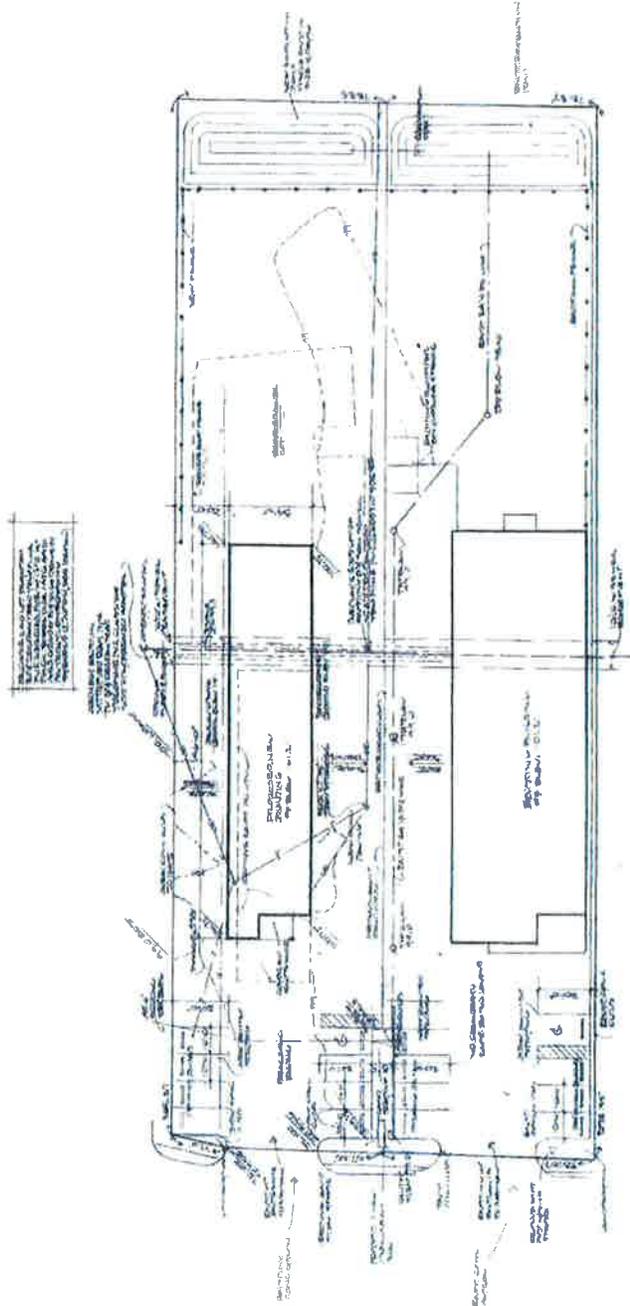
[Return to Agenda](#)



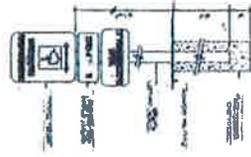
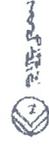
HANS-JOACHIM KOEHL  
ARCHITECT-DESIGNER  
113 CORNER HIGH PARK BRANKE BRIDGE #221  
(313) 524-6720



verify all  
amenities  
and  
conditions  
prior to  
commencing  
work



Handwritten notes and annotations on the plan.



Handwritten notes for the section drawing.



Handwritten notes for the second section drawing.

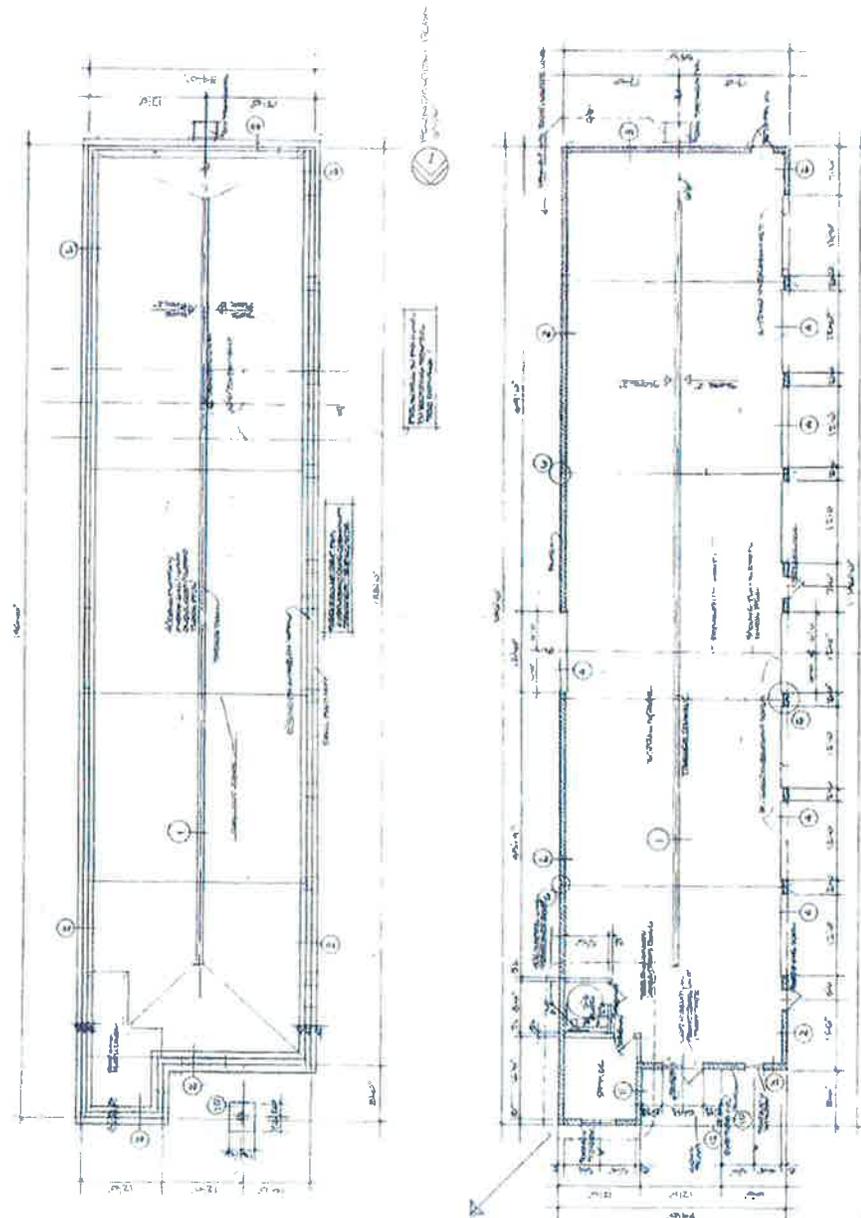


Handwritten notes for the third section drawing.

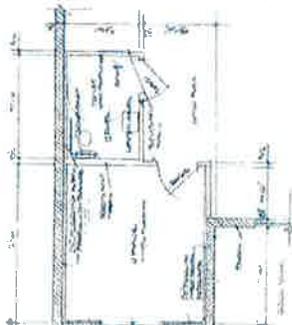
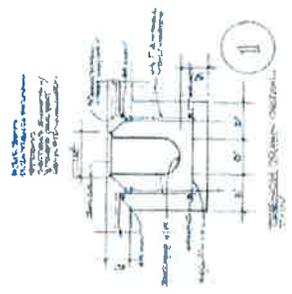
HANS-JOACHIM KOEHL  
ARCHITECT-DESIGNER  
313 Corners Ave. East, Seattle, WA 98101  
206.465.8174



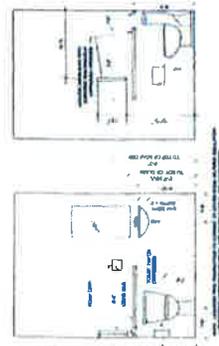
verify all  
dimen-  
sions and  
conditions  
prior to  
beginning  
work



Project Room



BRICKED OFFICE  
WALL

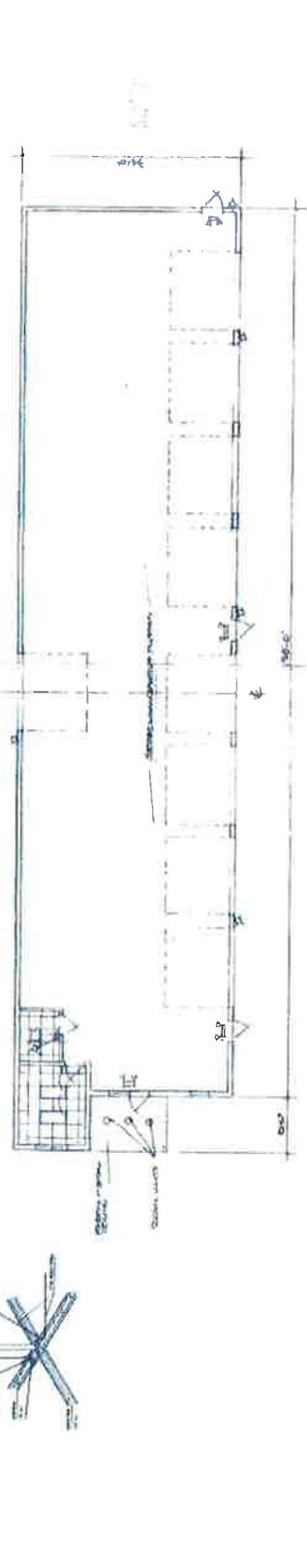
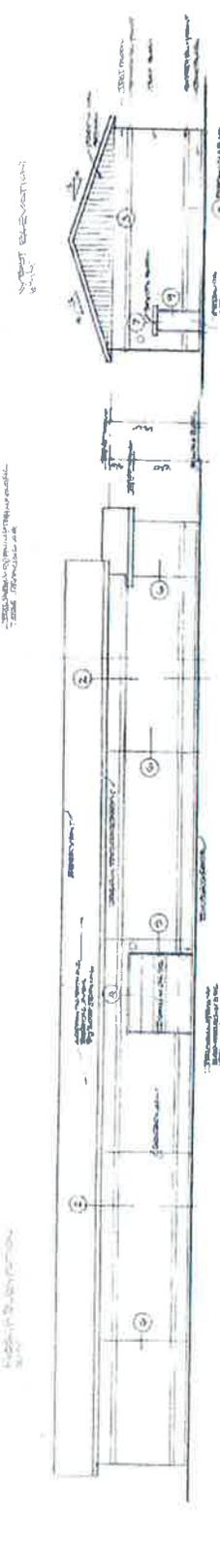
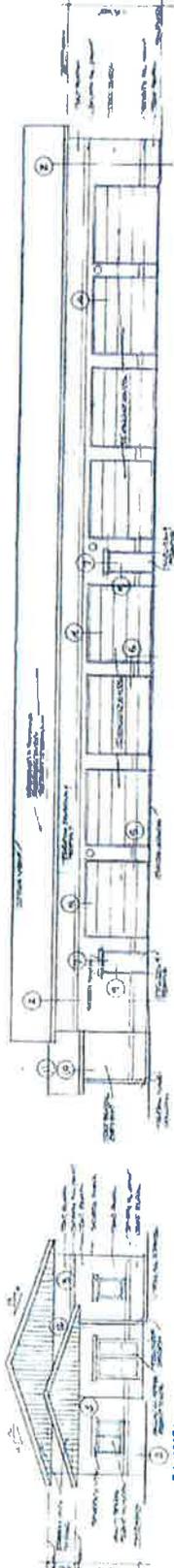


VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING WORK

HANS-JOACHIM KOEHL  
ARCHITECT-DESIGNER  
313 04482891, 04482892, 04482893  
031 234 8700



verify all  
dimensions  
and  
notes  
before  
submitting  
work



COMPRESSOR AX  
RECYCLING  
220 LINES  
AIR LINES





HANS-JOACHIM KOEHL  
 ARCHITECT-DESIGNER  
 015374-4720  
 111 GARDEN RIDGE LANE, LAWRENCEVILLE, GEORGIA 30043



FOUNDATIONS  
 ALL WORKS  
 SHALL BE  
 CONFORMANT  
 WITH ALL  
 APPLICABLE  
 CODES AND  
 REGULATIONS

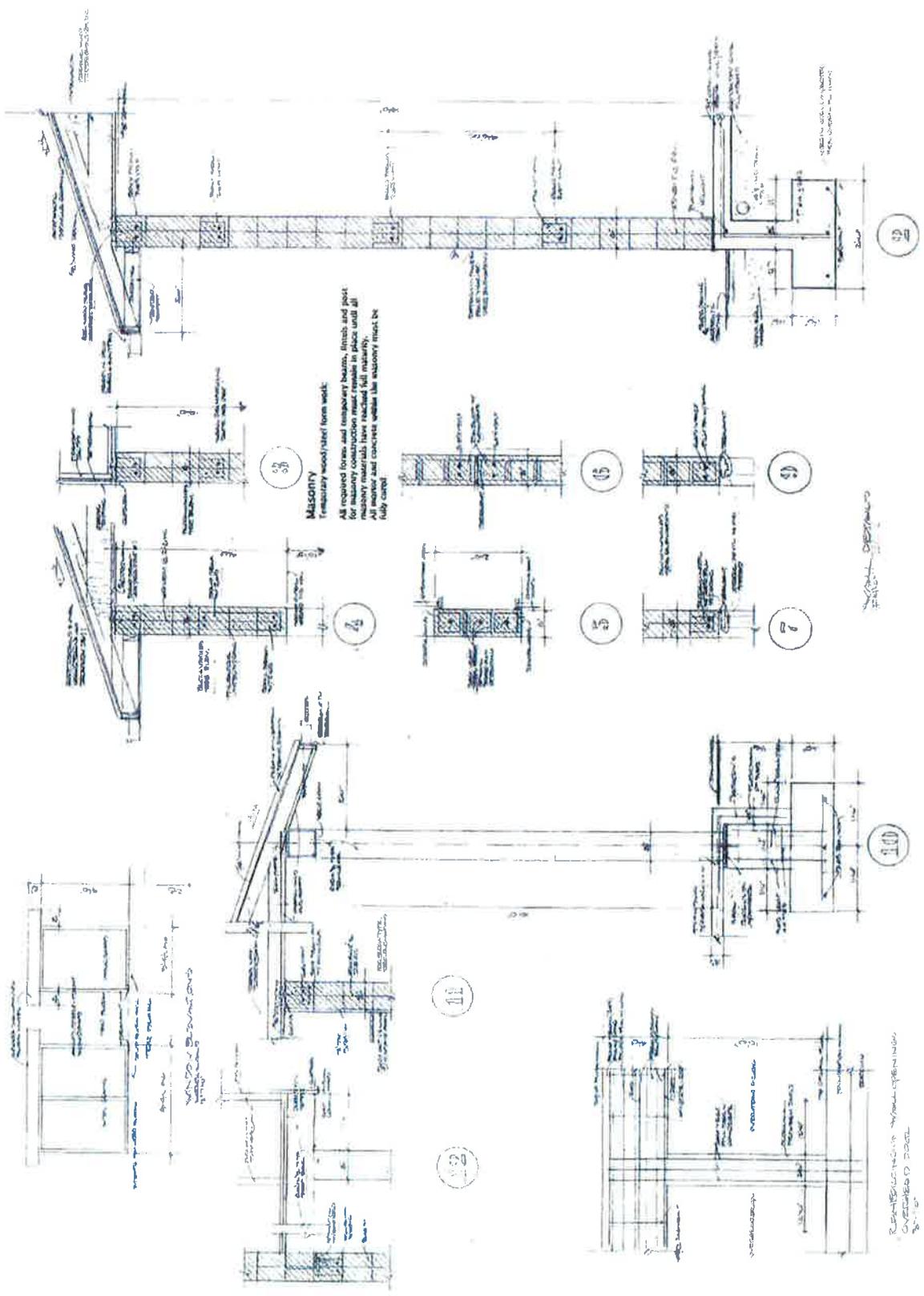




EXHIBIT B  
DEVELOPMENT AGREEMENT REPORTING FORM

**City of Fairview Heights, Illinois**



**Development Agreement  
Reporting Form\*  
Year, \_\_\_\_\_**

A. Project # \_\_\_\_\_

B. Name of Project \_\_\_\_\_

C. Owners of Project \_\_\_\_\_

D. Address of Project \_\_\_\_\_

E. Total Private Investment Required \_\_\_\_\_

F. Total Private Sector Investment Made \_\_\_\_\_

G. Total \$'s Infused into Project by City \_\_\_\_\_

H. Payment Schedule of City per \$ Amount and Dates(s) \_\_\_\_\_

I. Completion Date of Project \_\_\_\_\_

J. Number of full time equivalent (FTE) jobs retained ,if required,in Development Agreement\_\_\_\_  
(Attach list of retained employees)

K. Number of full time equivalent (FTE) jobs created, if required, in Development Agreement \_\_\_\_\_  
(Attach list of new employees)

L. Amount of Sales Required to be Generated \$ \_\_\_\_\_ in year \_\_\_\_\_

M. Amount of Sales Generated \$ \_\_\_\_\_ in year \_\_\_\_\_  
(Attach documentation of annual sales)

*I (We) hereby submit the above information as true and correct.*

_____	_____	_____
Name	Title	Date

_____	_____	_____
-------	-------	-------

Name	Title	Date
------	-------	------

**\*City Reserves Right To Request Additional Information Subject To the Content of any specific Development Agreement**

EXHIBIT C  
REIMBURSEMENT OR PAYMENT REDUCTION FORMULA

### Examples of Payment Reductions

#### Should Terms and Conditions of Development Agreement Not Be Met

- A. \$5,000,000.00 of sales required annually  
\$4,500,000.00 of sales occurred  
\$500,000.00 shortfall
- $\$4,500,000 / \$5,000,000 = 90\%$  of sales requirement met
- \$23,214.00 1<sup>st</sup> year rebate in agreement  
X .90%  
\$20,892.50 1<sup>st</sup> year revised rebate paid to Developer
- B. \$464,295.00 of private investment required
- \$450,000.00 of private investment made  
\$14,295.00 shortfall
- $\$450,000.00 / \$464,295.00 = 96.9\%$
- $100 - 96.9 = 3.1\%$  Reduction in Rebate
- C. 16 jobs required to be created 1<sup>st</sup> year  
14 jobs created  
2 jobs shortfall
- $14 / 16 = 87.5\%$
- $100 - 87.5\% = 12.5\%$  Rebate in Rebate 1<sup>st</sup> year
- \$23,214.00 1<sup>st</sup> year rebate in agreement  
X .875%  
\$20,312.25 1<sup>st</sup> revised rebate to developer
- D. 10 years required to be open  
8 years in operation  
2 year shortfall  
 $8 / 10 = 80\%$
- $100 - 80 = 20\%$  of rebate to be paid back by Developer
- \$69,644.00 Total rebate in agreement paid to Developer  
X .80%  
\$55,715.20

**\$69,644.00**  
**-55,715.20**  
**\$13,928.80**      **Developer pays back to City**

**Note: Should more than 1 requirement not be met, the applicable %'s shall be applied in each instance.**

**(1) Not inclusive; other requirements not being met would be calculated using a similar method.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS:

SECTION 1. AGREEMENT. The Mayor and the City Clerk are hereby authorized to sign and attest to the Redevelopment Agreement attached hereto as "Exhibit 1" on behalf of the City Council.

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY – MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD – CITY CLERK

**PROPOSED ORDINANCE NO. 12-'16**

**AN ORDINANCE AMENDING ORDINANCE NO. 1687-2015 REGARDING TIME TO PROCEED WITH THE DEVELOPMENT OF PERFECT FINISH AUTO BODY AT 10614 LINCOLN TRAIL.**

WHEREAS, the Community Planning Committee on February 17, 2016 reviewed the request for extension of time to proceed with development of Perfect Finish Auto Body.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. AMENDMENT. Amendment of Ordinance No.1687-2015 by extending the time for initiating of development of the Perfect Finish Auto Body to July 20, 2016 is approved.

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

READ FIRST TIME: **March 1, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

**PROPOSED RESOLUTION NO. 20-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MISSION CRITICAL PARTNERS TO PREPARE A PHASE II CONSOLIDATION PLANNING REPORT FOR THE POSSIBLE CONSOLIDATION OF 911 EMERGENCY DISPATCH SERVICES. (\$19,000.00)**

WHEREAS, the Police Department is in need of a Phase II Consolidation Planning Report to be prepared for the possible consolidation of 911 Emergency Dispatch Services between the City of Fairview Heights Police Department and the City of O'Fallon's Police Department.

WHEREAS, Mission Critical Partners, 690 Gray's Wood Boulevard, Port Matilda, PA 16870 has submitted a proposal to prepare a Phase II Consolidation Planning Report in the amount of THIRTY EIGHT THOUSAND DOLLARS (\$38,000.00). Said cost to be shared equally and in the amount of NINETEEN THOUSAND DOLLARS (\$19,000.00) between the City of Fairview Heights Police Department and the City of O'Fallon's Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be authorized to enter into an agreement with Mission Mutual Critical Partners, 690 Gray's Wood Boulevard, Port Matilda, PA 16870 to prepare a Phase Consolidation Report in the amount of THIRTY EIGHT THOUSAND DOLLARS (\$38,000.00) pursuant to the agreement attached hereto, made a part hereof and marked "EXHIBIT A." Said cost to be shared equally and in the amount of NINETEEN THOUSAND DOLLARS (\$19,000.00) between the City of Fairview Heights Police Department and the City of O'Fallon's Police Department.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

---

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

---

KAREN J. KAUFHOLD - CITY CLERK



March 3, 2016

Mr. Nick Gailius, Chief  
City of Fairview Heights Police Department  
10027 Bunkum Rd.  
Fairview Heights, IL 62208

Mr. Eric R. Van Hook, Police Chief  
O’Fallon Department of Public Safety  
285 N Seven Hills Rd.  
O’Fallon, IL 62269

**Re: RFP – Phase II Consolidation Planning Report**

Dear Chiefs:

Mission Critical Partners, Inc. (MCP) appreciates the opportunity to provide this proposal to complete a cost analysis and consolidation cutover planning as the next phase of combining the Central Dispatch (911) operations of both O’Fallon and Fairview Heights into one centralized and regionalized operation. The MCP team serves as an independent agent with considerable experience in local government management roles, and extensive experience in performing public safety consulting services for state, local, and federal government entities.

I have been designated as the single point of contact for this effort and will be responsible for assisting the Department with achieving a successful outcome for this vital initiative.

My contact information follows:

Rob Sterner, Client Manager  
Mission Critical Partners, Inc.  
690 Gray’s Woods Blvd.  
Port Matilda, PA 16870

Cell: 717-324-7732 (preferred)  
Office: 814-753-4387  
Fax: 814-217-6807  
Email: [robsterner@mcp911.com](mailto:robsterner@mcp911.com)

On behalf of Mission Critical Partners, we look forward to continuing our partnership with the Departments on this important effort.

Sincerely,

MISSION CRITICAL PARTNERS, INC.

Robert H. Sterner  
Vice President, Business Development



---

## BACKGROUND

### PROJECT UNDERSTANDING

As a result of the phase I consolidation feasibility study of personnel, equipment, and facility needs associated with the creation, transition, and operation of a consolidated or co-located regionalized central dispatch facility, the Cities of O'Fallon and Fairview Heights have decided to proceed with the next phase of their consolidation planning.

Mission Critical Partners understands that the purpose of this phase of the project is to prepare a *Phase II Consolidation Planning Report* that incorporates: a detailed cost analysis, recommended funding and governance models and a consolidation cutover plan. The Cost analysis will include the systems identified in the feasibility study and include technology upgrades and transition costs including network connectivity, 9-1-1 technologies and radio consoles, and console furniture.

### APPROACH

Continuing to partner with the O'Fallon and Fairview Heights (OFH) Project Team, Mission Critical Partners will identify a mutual understanding of project goals and success criteria of Phase II. With this understanding, MCP will carry out development of the project deliverables, according to the scope of work (SOW), leveraging the expertise and experiences of our expert staff.

Mission Critical Partners will continue to provide regular updates on project status, potential risks and recommendations. Our bi-weekly status calls provide the OFH Project Team a review of work complete for the prior two weeks, work in progress, and near-term plans for work to follow. A written summary of the meeting will be provided as required.

## PROPOSAL SCOPE

The following detailed SOW and tasking is designed to meet the requested professional services provided in the project overview.

### TASK 1: PROJECT KICK-OFF MEETING / DATA GATHERING

During MCP's first on-site visit for this phase, a project kick-off meeting will be held concurrent to the beginning of work with the OFH Project Team. The purpose of this meeting is to introduce any additional project staff from the MCP and OFH project teams, verify alignment of Phase II project expectations regarding the SOW to be performed, desired and expected outcomes, project deliverables, and project schedule. MCP proposes to utilize the existing project communication plan, and proposes that the single points of contact remain the same.

With the conclusion of the kick-off meeting, MCP and OFH representatives will address an aggressive project timeline and also the initiation of data gathering for this phase. While the agencies are preparing



and providing needed data, the project kick-off meeting will address any project management and methodologies with OFH.

As with Phase I, MCP's process will follow the Project Management Institute (PMI) methodologies by creating a project charter that encompasses the following:

- Project Scope and objectives description, purpose, goals and objectives
- Project deliverables expected
- Project team organization to address critical success factors and measurement
- Assumptions and boundaries
- Project schedule
- Risks and constraints

The project charter will include major project milestones (schedule), roles and responsibilities, tasks and work packages, deliverables and points of contact. With approval of the project charter, the project plan will be reviewed. It is critical that there be designated single points of contact for both MCP and the OFH. Each City must provide a single contact that will be responsible for facilitation of any tasks described for the completion of the draft and final report.

The project plan is the central document by which the project is formally managed and lists the activities, tasks and resources required to complete the project, while addressing the requirements of the project scope as proposed to meet the OFH requirements, and includes the following:

- A description of the major phases undertaken to complete the project
- A schedule of the activities, tasks, durations, dependencies, resources and timeframes
- A listing of the assumptions and constraints identified during the planning process
- Project milestones, activities and tasks with proposed effort required

A meeting rhythm will be established in the plan with OFH that allows for regular progress updates and will drive project activities to be completed in the aggressive project timeframe. MCP anticipates a bi-weekly conference call with OFH.

MCP will address the following:

- Discuss the measurements and metrics needed
- Confirm regulations, and best business processes to be addressed
- Establish format for and the review requirements for the draft and final report
- Define confidentiality processes
- Schedule needed observations, interviews and on-site meetings to follow-up data survey
- Review the use and results of the data survey tools being rolled out pre-project
- Confirming strategy needed with OFH so that MCP can provide the project work activities in the proposed schedule and timeframes specified



### **Data Gathering**

In conjunction with the kick-off meeting on-site, MCP will work with OFH to schedule data gathering meetings with regard to technology detailed cost preparation, funding and governance models and cutover planning.

### **Follow-Up Interviews and Questions**

Concurrent with data interviews/calls, MCP expects to visit both of the participating dispatch centers again to conduct a more detailed analysis of technologies to be included in the cost analysis and understanding for operational considerations for cutover planning.

**NOTES:** *Successful data collection requires full support of OFH to arrange calls, interviews and/or observations/visits.*

*MCP will utilize OFH provided work space for these interviews and other project related work and will require internet connectivity.*

## **TASK 2: DETAILED COST ANALYSIS**

MCP will conduct a detailed cost analysis for 9-1-1 technologies and radio consoles, ancillary technologies identified at Fairview Heights, connectivity needs between the PSAPs and console furniture upgrades identified in the feasibility study. As directed by the cities, the cost analysis does not include Computer Aided Dispatch (CAD) or Records Management System (RMS) upgrades that are currently being considered. MCP will incorporate budgetary pricing provided by the Cities for CAD and RMS in the final budget document. The cost analysis will provide the cities with the basis to formulate the overall consolidation budget.

### **Deliverable:**

The cost analysis and budget will be a section in the *Phase II Consolidation Planning Report*.

## **TASK 3: FUNDING MODELS AND GOVERNANCE RECOMMENDATIONS**

### **Funding Models**

Identifying a method of funding for a consolidated communication center is a complicated issue. Both cities have indicated that the goal should be the fair and equitable funding of services across both member jurisdictions. MCP will identify a minimum of two potential funding models, outline the positives and negatives of each, and provide recommendations that provide for cost sharing in a consolidated communication center.

These options will include:

- Activity Volume
- Resource Basis



### **Governance Models**

The management of the PSAP's daily operations and governance are separate issues. Management involves the day-to-day operation of the PSAP. Governance involves a higher level of oversight in the operation of the consolidated system. MCP will identify potential governance models and provide recommendations to the cities regarding potential governance models that provide for senior officials representing the member jurisdictions to have representation and involvement in issues related to budgeting, major purchases, new jurisdictions requesting dispatch services and significant changes in operational procedures. MCP will provide models and recommendations for the cities use in drafting governance.

Specifically, the cities have indicated options to be evaluated should include:

- Creation of Separate Entity as a Regional PSAP
- Intergovernmental Agreement Partnership with Advisory Board
- O'Fallon Operating PSAP with Fairview Heights Contracting Services

### **Deliverable:**

The funding models and governance will be a section in the *Phase II Consolidation Planning Report*.

## **TASK 4: CONSOLIDATION CUTOVER PLAN**

Cutover is the successful migration of mission critical and non-mission critical systems and operations to the new production environment. It is a highly orchestrated effort that requires detailed planning, fine tuning, validation and coordinated execution.

MCP works with the OFH project team, designated stakeholders and vendors to develop a comprehensive cutover plan for the project. Using industry standard tools such as Microsoft Project, a detailed schedule is drafted and vetted with the project team. The work plan will provide a step by step account of all activities required for coordinated execution of events. Key milestones and dependencies are taken into account during cutover planning such as:

- Interim (pre-cutover) business processes
- Staffing needs
- Site readiness and checklists
- Individual component testing and acceptance (new technology and existing)
- Personnel and end user training
- Policy and Procedure updates
- Data migration
- Change management and existing system "lockdown"
- Mock cutover/drill
- Global system stress testing
- Go-Live support plan
- Go-No Go decision
- Backup and restore strategy



MCP understands the importance of balancing emphasis on both technical and operational transition in an emergency communications environment. An individual is designated early in the planning process as the “cutover lead”. This individual is responsible for all functional and technical teams and for ensuring the coordinated execution of all scheduled events with the project manager. A cutover kickoff meeting and regular briefings are scheduled as part of the planning process. To the extent possible a “mock” walkthrough of the cutover is executed prior to final cutover to assure everyone understands their roles, responsibilities and the timing of planned events. Any issues that arise are noted and potential impacts to the timeline must then be addressed. Critical issues are escalated to the cutover lead and core project team for in-depth review and mitigation. The cutover execution plan is then modified as necessary.

#### **TASK 5: PHASE II CONSOLIDATION PLANNING REPORT**

MCP will develop a draft report outline and remotely review with representatives of the OFH Project Team to make certain that all of the scope items will be covered. Also, any “remedial” data collection will be scheduled/completed as the outline is reviewed.

MCP will take the approved outline and prepare a draft report, cataloging data collected and highlighting preliminary findings and initial recommendations for a review with the OFH Project Team.

#### **TASK 6: ON-SITE CUTOVER SUPPORT-OPTIONAL**

As an option, MCP can provide on-site technical support from the MCP Project Manager/Technical Specialist to assist the OFH Project Leader with monitoring and execution of the cutover plan activities. MCP proposes on-site support the day prior to cutover through one day after cutover, providing support services for three consecutive days on-site.

#### **FINAL REPORT**

After the OFH has had an opportunity to review the draft report, MCP will incorporate changes or additions into a final report.

The report will include:

- Detailed Cost Analysis
- Funding and Governance Models and Recommendations
- Cutover Plan



## STAFFING

MCP proposes Steve Haberman as Project Manager and Lead Technical Specialist for this phase of the consolidation. Steve is an experienced project manager and Emergency Number Professional (ENP) with a specialty in technology and facility cutover planning. He will be supported by Maura Hickey and additional MCP subject matter experts as needed.

**Table 1 – Project Timeline**

Phase/Milestone	Proposed Timeline
Project Kick-off	TBD
Data Gathering Complete	2 weeks from Kick-off
Review Draft Report Outline	4 weeks from kick-off
Deliver Draft Report	6 weeks from kick-off
Deliver Final Report	8 weeks from kick-off
Project Closeout	As mutually determined by OFH and MCP

## PROJECT PRICING

Professional services outlined in the above Scope of Work are provided for a fixed fee of **\$38,000 including expenses**. Optional professional services outlined in (Task 6) can be provided for an additional fee of \$4,500. The fee is fully loaded, and MCP recognizes that it is responsible for costs related to travel, housing, transportation, per diems, communications devices, and computer equipment. MCP proposes to submit a monthly detailed invoice of percentage of work complete relevant to this proposed Scope of Work. The fixed fee will be split 50 percent, or \$19,000 each city, and invoiced separately to the City O’Fallon and Fairview Heights. Optional (Task 6) services, if selected by the cities, would also be invoiced at 50 percent to each city.

Any additional services would be performed based on the then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from the Cities.

Our priority is for this project to be successful for the cities of O’Fallon and Fairview Heights, and we stand ready to adjust our level of support deemed necessary for success to occur.



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the City of Fairview Heights, Illinois, that there is hereby appropriated the sum of \$851,970.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2016 to April 30, 2017

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Collinsville, Illinois.

I, Karen J. Kaufhold Clerk in and for the City of Fairview Heights, County of St. Clair

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council at a meeting on March 15, 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of

(SEAL) Clerk

Approved
Regional Engineer
Department of Transportation
Date

PASSED:

APPROVED:

---

MARK T. KUPSKY-- MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

---

KAREN J. KAUFHOLD - CITY CLERK

**PROPOSED RESOLUTION NO. 22-'16**

**A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT WITH STUTZ EXCAVATING, INC., FOR THE RECONSTRUCTION OF LINCOLN TRAIL SIDEWALK.**

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the reconstruction of Lincoln Trail Sidewalk between Illinois Route 159 and Ruby Lane; and

WHEREAS, Stutz Excavating, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Stutz Excavating, Inc., 3837 Fosterburg Road, Alton, IL 62002 for the reconstruction of Lincoln Trail Sidewalk between Illinois Route 159 and Ruby Lane for the sum of TWO HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND SEVENTY-EIGHT CENTS (\$293,419.78) for said project pursuant to the bid documents attached hereto, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD - CITY CLERK



Local Public Agency  
Formal Contract

PROPOSAL SUBMITTED BY		
Stutz Excavating, Inc.		
Contractor's Name		
3837 Fosterburg Road		
Street		P.O. Box
Alton	IL	62002
City	State	Zip Code

STATE OF ILLINOIS

COUNTY St. Clair  
City of Fairview Heights, Illinois  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
STREET NAME OR ROUTE Lincoln Trail  
SECTION NO. N/A  
TYPES OF FUNDS City 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 St. Clair  
Local Public Agency Fairview Heights  
Section Number N/A  
Route Lincoln Trail

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month and Year  
between the City of Fairview Heights  
acting by and through its City Council known as the party of the first part, and  
Stutz Excavating, Inc. 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 Lincoln Trail Sidewalk Reconstruction, in City of Fairview Heights, approved by the Illinois Department of Transportation and the City of Fairview Heights on N/A, \_\_\_\_\_, 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: Karen J. Kaufhold

The Mayor of Fairview Heights

\_\_\_\_\_  
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 Lincoln Trail  
 County St. Clair  
 Local Agency Fairview heights  
 Section N/A

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)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(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. (SEAL)  
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)



Local Public Agency  
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Stutz Excavating, Inc.		
Contractor's Name		
3837 Fosterburg Rd		
Street		P.O. Box
Alton	IL	62002
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF ST. CLAIR  
CITY OF FAIRVIEW HEIGHTS  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE NO. LINCOLN TRAIL  
 SECTION NO. N/A  
 TYPES OF FUNDS CITY

SPECIFICATIONS (required)       PLANS (required)

**For Municipal Projects**

Submitted/Approved/Passed

Mayor    President of Board of Trustees    Municipal Official

6-15-2015  
Date

**Department of Transportation**

Released for bid based on limited review

\_\_\_\_\_  
Regional Engineer

\_\_\_\_\_  
Date

**For County and Road District Projects**

Submitted/Approved

\_\_\_\_\_  
Highway Commissioner

\_\_\_\_\_  
Date

Submitted/Approved

\_\_\_\_\_  
County Engineer/Superintendent of Highways

\_\_\_\_\_  
Date

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

RETURN WITH BID

NOTICE TO BIDDERS

County ST. CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number
Route LINCOLN TRAIL

Sealed proposals for the improvement described below will be received at the office of the City Clerk,
10025 Bunkum Road, Fairview Heights, IL 62208 until 2:00 PM on February 25, 2016
Address Time Date

Sealed proposals will be opened and read publicly at the office of Public Works,
10025 Bunkum Road, Fairview Heights, IL 62208 at 2:00 PM on February 25, 2016
Address Time Date

DESCRIPTION OF WORK

Name Lincoln Trail Sidewalk Reconstruction Length: 2590.59 feet ( 0.49 miles)
Location Lincoln Trail between IL RTE 159 and Ruby Lane
Proposed Improvement Portland cement concrete sidewalk and curb and gutter reconstruction, detectable warnings,
grading and signal modification.

1. Plans and proposal forms will be available in the office of the City Clerk,
10025 Bunkum Road, Fairview Heights, IL 62208
Address

2. [X] 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
f. Project Labor Agreement

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County ST. CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number
Route LINCOLN TRAIL

Proposal of Lincoln Trail Sidewalk Reconstruction

for the improvement of the above section by the construction of Portland cement concrete sidewalk
and curb and gutter reconstruction, detectable warnings,
grading and signal modification.

a total distance of 2590.59 feet, of which a distance of 2590.59 feet, ( 0.490 miles) are to be improved.

The plans for the proposed work are those prepared by Horner and Shifrin
and approved by the Department of Transportation on

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.

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.

The undersigned agrees to complete the work within 50 working days or by
unless additional time is granted in accordance with the specifications.

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:

Treasurer of

The amount of the check is ( ).

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

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

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.

- 0. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
1. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
contract.
2. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
specified in the Schedule for Multiple Bids below.

RETURN WITH BID



**Illinois Department  
of Transportation**

**SCHEDULE OF PRICES**

County ST. CLAIR  
 Local Public Agency FAIRVIEW HEIGHTS  
 Section \_\_\_\_\_  
 Route LINCOLN TRAIL

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

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

Bidder's Proposal for making Entire Improvements **\$293,419.78**

Item No.	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	35	70.00	2,450.00
25000200	SEEDING CL 2	ACRE	0.25	3130.00	782.50
25000400	NITROGEN FERT NUTR	POUND	22	5.00	110.00
25000500	PHOSPHORUS FERT NUTR	POUND	22	5.00	110.00
25000600	POTASSIUM FERT NUTR	POUND	22	5.00	110.00
25000700	AGR GROUND LIMESTONE	TON	0.5	200.00	100.00
25100115	MULCH METHOD 2	ACRE	0.5	2930.00	1,465.00
28000250	TEMP EROS CONTR SEED	POUND	24	5.50	132.00
42300400	PCC DRIVEWAY PAVT 8	SQ YD	894	64.50	57,663.00
42400100	PC CONC SIDEWALK 4	SQ FT	10797	6.25	67,481.25
42400800	DETECTABLE WARNINGS	SQ FT	132	38.50	5,082.00
44000200	DRIVE PAVEMENT REM	SQ YD	946	20.00	18,920.00
44000500	COMB CURB GUTTER REM	FOOT	1172.5	17.00	19,932.50
44000600	SIDEWALK REM	SQ FT	6613	2.50	16,532.50
56109210	WATER VALVES ADJUST	EACH	2	165.00	330.00
60255500	MAN ADJUST	EACH	3	550.00	1,650.00
60603800	COMB CC&G TB6.12	FOOT	725.5	32.75	23,760.13
60605000	COMB CC&G TB6.24	FOOT	871.5	36.00	31,374.00
67100100	MOBILIZATION	LSUM	1	10,000.00	10,000.00
70102632	TR CONT & PROT 701602	LSUM	1	19,000.00	19,000.00
70102635	TR CONT & PROT 701701	LSUM	1	500.00	500.00
70102640	TR CONT & PROT 701801	LSUM	1	500.00	500.00
78000600	THPL PVT MK LINE 12	FOOT	140	16.25	2,275.00
78300100	PAVT MARKING REMOVAL	SQ FT	138	7.30	1,007.40
88600100	DET LOOP T1	FOOT	214	16.25	3,477.50
89500400	RELOC EX PED PUSH-BUT	EACH	4	10.00	40.00
X7240500	RELOC EX SIGNS	EACH	3	245.00	735.00
X8140115	HANDHOLE TO BE ADJUST	EACH	2	1,050.00	2,100.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	5,400.00	5,400.00

TOTAL => **293,419.78**

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County ST. CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number
Route LINCOLN TRAIL

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.

RETURN WITH BID

SIGNATURES

County ST. CLAIR

Local Public Agency FAIRVIEW HEIGHTS

Section Number \_\_\_\_\_

Route LINCOLN TRAIL

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Stutz Excavating, Inc.

Signed By *Christopher D. Stutz*  
President

Business Address 3837 Fosterburg Rd  
Alton IL 62002

Inset Names of Officers

} President Christopher D. Stutz  
Secretary Valerie A. Stutz  
Treasurer \_\_\_\_\_

Attest:

*Valerie A. Stutz*  
Secretary



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route LINCOLN TRAIL
County ST. CLAIR
Local Agency FAIRVIEW HEIGHTS
Section N/A

PAPER BID BOND

WE Stutz Excavating, Inc. as PRINCIPAL, and West Bend Mutual Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 25th day of February, 2016

Principal

Stutz Excavating, Inc. (Company Name)
By: [Signature] (Signature and Title)

(Company Name)
By: (Signature and Title)

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

West Bend Mutual Insurance Company (Name of Surety)

Surety By: [Signature] (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF Madison, Brook D. Stutz

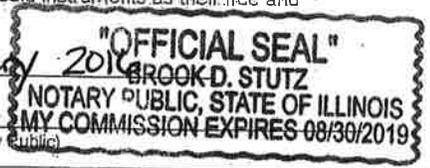
Christopher D. Stutz & Hannah Costa (insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 25th day of February 2016

My commission expires 08/30/2019

[Signature] (Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

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



2315953

### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Hannah Costa

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauly  
Secretary



Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 25 day of February, 2016



Dale J. Kent  
Executive Vice President -  
Chief Financial Officer



Apprenticeship or Training Program Certification

Return with Bid

Route LINCOLN TRAIL
County ST. CLAIR
Local Agency FAIRVIEW HEIGHTS
Section N/A

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.

IL Laborers & Contractors Training Trust Fund
Joint Apprenticeship & Training Committee - Op Eng Local 520
IL Teamsters/Employers Apprenticeship & Training Fund
Plasterers & Cement Masons Local 90 Apprenticeship & Training Fund

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: Stutz Excavating, Inc  
Address: 3837 Fosterburg Rd, Alton IL  
62002

By:   
(Signature)  
Title: President



Affidavit of Illinois Business Office

County ST. CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number N/A
Route LINCOLN TRAIL

State of Illinois )
County of Madison ) ss.

I, Christopher D. Stutz of Alton, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

- 1. That I am the President of Stutz Excavating, Inc.
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Stutz Excavating, Inc. will maintain a business office in the State of Illinois which will be located in Madison 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.

Christopher D. Stutz (Signature)
Christopher D. Stutz (Print Name of Affiant)

This instrument was acknowledged before me on 25th day of February, 2016.



Brook D. Stutz (Signature of Notary Public)

**TABLE OF CONTENTS**

Location of Project .....2

Description of Work .....2

Handhole to be Adjusted.....2

Relocate Existing Signs .....3

Traffic Control Plan .....3

Vehicle Detector Loop Installation .....4

Water Valves to be Adjusted.....5

Insurance.....5

Indemnity Clause.....7

Project Labor Agreement.....8

**STATE OF ILLINOIS**  
**SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways” and the “Manual of Test Procedures for Materials” in effect on the date of this Invitation for Bids and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of this project, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**LOCATION OF PROJECT**

This project is located along the south side of Lincoln Trail from the intersection of Ruby Lane to the intersection of Illinois Route 159 in the city of Fairview Heights within St. Clair County, Illinois.

**DESCRIPTION OF WORK**

The proposed improvements will include PCC sidewalk and curb & gutter reconstruction, detectable warnings, PCC entrance reconstruction, grading and traffic signal modification.

**HANDHOLE TO BE ADJUSTED**

This item of work shall consist of adjusting the handholes at the locations noted on the plans to match the proposed grade of the improvement at the respective location. The depths of the existing handhole(s) are unknown. The Contractor shall inspect the handhole as required to determine if a new riser and/or section is required to achieve the desired change in elevation and, if so, the dimension(s) to be cast.

This work shall include all excavation, backfill, new riser/cone section(s), precast PCC rings, frames and castings as well as any other labor, material and equipment required to complete this item of work.

This work shall be paid for at the contract unit price per each for HANDHOLE TO BE ADJUSTED and no additional compensation will be allowed.

### **RELOCATE EXISTING SIGNS**

This work shall consist of relocating existing signs at the locations shown on the plans, according to Article 107.25 of the "Standard Specifications for Road and Bridge Construction", and as directed by the Engineer.

Existing sign panels shall be carefully removed to prevent damage. New mounting hardware, which shall be furnished by the Contractor, shall conform to Highway Standards 720001, 720006 and 729001. Each sign that is not satisfactory for re-use, in the opinion of the Engineer, shall be replaced and additional payment therefore will be made. Each sign which is damaged by the Contractor due to his negligence shall be replaced by the Contractor at his expense. Signs used for replacement shall be the same kind as the sign being replaced. All material removed and not re-used shall become the property of the Contractor.

This work, including all labor, equipment and materials necessary to relocate existing signs shall be paid for at the contract unit price per each for RELOCATE EXISTING SIGNS.

The cost of furnishing materials required to replace material declared unsatisfactory by the Engineer and all new materials necessary to complete the work, except as noted above, will be paid for according to Article 109.04 of the "Standard Specifications for Road and Bridge Construction."

### **TRAFFIC CONTROL PLAN**

Traffic Control shall be in accordance with the applicable section of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on the Uniform Traffic Control Devices for Streets and Highways, these special provisions and any Highway Standards contained herein.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications for Road and Bridge Construction. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Department will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

The Contractor shall furnish, erect, maintain and remove all warning signs, flags, barricades and lights in accordance with Article 107.14 of the Standard Specifications for Road and Bridge Construction, the latest edition of the Manual for Uniform Traffic Control Devices and/or as directed by the Engineer.

The Manual of Uniform Traffic Control Devices or as directed by the Engineer will be considered incidental to the various items of work involved and no additional compensation will be allowed, except as described herein.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following (a) Highway Standards and (b) other special provisions relating to traffic control.

- a) Standards 701002, 701006, 701011, 701201, 701206, 701301, 701306, 701311, 701326, 701336, 701501, 701502, 701701, 701801 and 701901 are to be used in Traffic Control.
- b) The Contractor will be required to maintain access to all properties during the duration of the project.

There shall be a maximum of one (1) lane closure at any given time (per intersection).

Due to the nature of the construction process there will be times, albeit short in nature, that access to adjoining properties will be affected. Therefore, in order to keep inconveniences to a minimum, the contractor shall be responsible for notifying said adjacent property owners per the following cases. In the case of a field or residential entrance, the contractor shall notify the property owners in advance of his operations in order to allow them ample time to move their vehicles if necessary. In the case of a commercial entrance for a business, the contractor shall notify the property owners in advance of his operations in order to coordinate schedules. No entrance, at any time, shall be closed completely unless previous arrangements are made between the contractor and property owner.

### **VEHICLE DETECTOR LOOP INSTALLATION**

Revised: January 1, 2002

Add the following to the provisions for detector loop installation:

Replace the third paragraph of Article 886.04 (a) with the following:

The loop wire shall be held tightly in the bottom of the sawed slot by means of a plastic foam type material. The "backer rod" shall completely cover the wire and provide a barrier between the wire and the sealant. The loop wires not embedded in the pavement shall be evenly twisted approximately 16 turns per meter (5 turns per foot). The depth of the sawed slot shall be as required to provide a minimum of one-inch clearance between the surface of the pavement and the top of the backer rod. When loops are placed in the binder or base course of bituminous pavement and will be covered by an additional surface course, the clearance may be reduced to one-half inch.

## **WATER VALVES TO BE ADJUSTED**

This item of work shall consist of providing all labor, equipment and materials required to adjust all existing water valve frames and lids to match the finish grades of the street surfaces to the satisfaction of the Engineer. This work shall be performed in accordance with the applicable portions of Section 603 of the "Standard Specification" and shall be paid for at the contract unit price per each for WATER VALVES TO BE ADJUSTED and no additional compensation will be allowed.

## **INSURANCE**

Add the following paragraph after paragraph (d) of Article 107.27 of The Standard Specifications for Road and Bridge Construction.

"The General Liability, Automobile Liability and Umbrella Liability coverage shall provide, by endorsement in the appropriate manner and form, City of Fairview Heights, its Officers and Employees as Additional Insured with respect to policies, for occurrences arising in the whole or in the part out of the work and operations performed under this contract. The City of Fairview Heights shall be listed as Certificate Holder under the Worker's Compensation coverage. The specifics of the City of Fairview Heights Insurance requirements are as follows:

### **(1) Workers Compensation and Employers Liability.**

(a) Workers compensation shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated herein, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

#### **(b) Employers Liability**

- i. Each accident \$500,000
- ii. Disease-policy limit \$500,000
- iii. Disease – each employee \$500,000

**(2) Commercial General Liability.** Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor/Vendor, operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual

liability. The general aggregate limit shall be endorsed on a per project basis.

(a) General Aggregate Limit \$2,000,000

(b) Products-Completed Operations

Aggregate Limit \$2,000,000

(c) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form that the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's/Vendor's policies.

(3) **Commercial Automobile Liability.** The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage

Liability Limit Each Occurrence \$1,000,000

(4) **Umbrella Liability.** Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor/Vendor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor/Vendor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without **thirty (30) days** prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by this Section. Any

exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's/Vendor's obligation to obtain and keep in force the required insurance." All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor/Vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor/Vendor from its obligation to indemnify in excess of the coverage according to the contract.

### **INDEMNITY CLAUSE**

- A) Contractor shall indemnify and hold safe and harmless the City of Fairview Heights from all suites, actions, claims, demands, interest or payments brought on account of any injuries or damages (including damages for care and loss of services because of bodily injury, sickness or disease including death resulting there from) sustained by any person or property (including employees of the contractor or his subcontractors) in consequence of any neglect, fault, act or failure to act on the part of the contractor, his subcontractors, their servants, agents or employees, in the safe-guarding or performance of the work undertaken by the contractor in this agreement.
- B) Contractor further agrees to indemnify the City of Fairview Heights against any costs and attorneys fees incurred as a result of any injuries or damages covered under the foregoing Paragraph A.
- C) Contractor accordingly agrees to assume all risk and liabilities for accidents or damages that may occur to persons or property during the performance of the work under this agreement and these specifications, by reason of the negligence or carelessness of himself, his agents, his employees or his subcontractor's employees and agents.
- D) Should any other contractor or subcontractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain
- E) any damage through any act or omission of the contractor hereunder or through any act or omission of any subcontractor of contractor, contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the City harmless from all such claims.

- F) This agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.

**PROJECT LABOR AGREEMENT**

The following pages contain a Project Labor Agreement adopted by the City of Fairview Heights along with the corresponding legislation. Please pay particular attention to the letter appearing behind the Agreement Resolution.

Please sign the Agreement and **RETURN WITH BID.**

**RESOLUTION NO. 3887-2015**

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO A PROJECT LABOR AGREEMENT WITH  
THE SOUTHWESTERN ILLINOIS BUILDING &  
CONSTRUCTION TRADES COUNCIL.**

WHEREAS, the City of Fairview Heights, Illinois ("the City"), annually expends substantial sums in the purchase of construction goods and services on property owned by the City, and

WHEREAS, said expenditures constitute a major investment in regard to the City's property, and the City finds itself competing in the private marketplace for these construction goods and services, and,

WHEREAS, time lost due to labor strife and jurisdictional disputes can cause serious delays in the completion of construction projects and consequently can cause an increase in the cost of said construction projects, and,

WHEREAS, there are trade unions that are recognized by the National Labor Relations Board, and which have as their primary duties the negotiation of wages and hours, no-strike agreements, and other matters on behalf of their members, and, furthermore, have control of the apprenticeship of new members and the continued training of current members, and

WHEREAS, Project Labor Agreements have generally proven to be of particular economic benefit to property owners, including states and their political subdivisions, for their major construction, alteration, painting, or repair projects (including any closely interrelated series of projects), particularly those which extend for a substantial period of time and involve a substantial number of construction contractors and subcontractors or a substantial number of construction trades and specialized craft workers, and

WHEREAS, Project Labor Agreements facilitate the timely and efficient completion of such projects by:

- a. Making available a ready and adequate supply of high trained and skilled craft workers, and,
- b. Permitting public and private owners and contractors to more accurately predict project labor costs at the bidding stage, and,
- c. Establishing working conditions for all construction crafts for the duration of the project, and
- d. Providing a legally enforceable means of assuring labor stability and labor peace over the life of such project thereby reducing the possibility of interruptions and delays resulting from labor disputes, and,

WHEREAS, the generally short term nature of employment in the construction industry makes post-hire collective bargaining difficult and unrealistic, and

WHEREAS, the National Labor Relations Act, 29 U.S.C. Section 151, et. seq., allows for a collective bargaining agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, and

WHEREAS, the courts have upheld the right of states and their subdivisions, as proprietors, to enter into construction contracts with project managers or general contractors which contain said Project Labor Agreement provisions and have found such Project Labor Agreement provisions not to be in violation of preemption under the National Labor Relations Act or Employer Retirement Income Security Act, the Equal

Protection and Due Process Clauses of the 14<sup>th</sup> Amendment, and the Sherman Anti-Trust Act. 15 U.S.C., Section 1, et. seq.

NOW, THEREFORE, IN VIEW OF THE FOREGOING ECONOMIC BENEFITS TO BE DERIVED BY THE CITY THROUGH SUCH LABOR AGREEMENT, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into a Project Labor Agreement and that the City of Fairview Heights, Illinois and its committees, departments and agents shall henceforth, with respect to the construction, alteration, painting, or repair of its property, as a part of the specifications in regard to such construction, alteration, painting, or repair of its property, require that any successful bidder enter into the attached "City of Fairview Heights, Illinois Project Labor Agreement" (or as hereafter amended), (attached hereto and marked as Exhibit A) covering such construction, alteration, painting, or repair projects.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: January 20, 2015

APPROVED: January 21, 2015

ATTEST:



*Mark T. Kupsky*  
MARK T. KUPSKY, CITY CLERK

SPONSORED BY: Public Works & Municipal Complex Committee

*Gail D. Mitchell*

GAIL D. MITCHELL, MAYOR  
CITY OF FAIRVIEW HEIGHTS  
ROLL CALL ON ALDERMEN VOTING "YEA"

CAROL WARNER	ROGER LOWRY
JUSTIN GOUGH	DENISE WILLIAMS
JOSHUA FRAWLEY	DENNIS BARICEVIC
PAT BAESKE	SCOTT GREENWALD
LINDA ARNOLD	

ROLL CALL ON ALDERMEN VOTING "NAY"  
BONNIE CROSSLEY



Chartered 1907

*Southwestern Illinois*  
*Building & Construction Trades Council*  
AFL-CIO

CCV  
JSM  
J Snider  
DRW.  
File

2A MEADOW HEIGHTS PROFESSIONAL PARK, COLLINGSVILLE, IL 62234  
PHONE 618-344-6050 FAX 618-344-6285

January 26, 2015

JAN 29 2014

Christopher Volkman  
Director of Public Works  
City of Fairview Heights  
10025 Bunkum Road  
Fairview Heights IL 62208

Dear Mr. Volkman,

The Southwestern Illinois Building and Construction Trades Council is in receipt of Resolution No. 3887-2015 with Exhibit A wherein the City of Fairview Heights adopted the Project Labor Agreement (PLA).

Please be advised the Project Labor Agreement (Exhibit A) does not require a signature from the Building Trades until after a project is awarded.

When a project is let for bid, the contractor is required to sign the PLA and submit it, along with his bid documents, to the City. Only after an award is made on a project is the PLA submitted to the Building Trades (by either the contractor or the City – your choice) for the Executive Secretary's signature. The countersigned agreement is then returned to the contractor. The contractor will be contacted directly by this office to schedule the required pre-job conference.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Dale Stewart  
Executive Secretary-Treasurer

/rh

"EXHIBIT A"

**CITY OF FAIRVIEW HEIGHTS, ILLINOIS  
PROJECT LABOR AGREEMENT**

As adopted on November 10, 2004 by the  
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Stutz Excavating, Inc. and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the Lincoln Trail Sidewalk Reconstruction.

**ARTICLE I - INTENT AND PURPOSES**

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:

Lincoln Trail Sidewalk Reconstruction

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.

## RETURN WITH BID

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to City of Fairview Heights (Owner), and nothing contained herein shall be construed to prohibit or restrict City of Fairview Heights (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate

## RETURN WITH BID

unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

### ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

### ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

### ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.

## RETURN WITH BID

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (*to be celebrated on November 11*), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

### ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

### ARTICLE VI-MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

### ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

## RETURN WITH BID

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

## ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

## ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

## ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

## RETURN WITH BID

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

## ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

## RETURN WITH BID

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## ARTICLE XII - JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

## RETURN WITH BID

### ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- a. The party invoking this procedure shall notify \_\_\_\_\_ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.

## RETURN WITH BID

- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.

**RETURN WITH BID**

**ARTICLE XIV - GENERAL SAVINGS CLAUSE**

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

**ARTICLE XV - TERM OF AGREEMENT**

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: 2/25/16

  
(Contractor Representative)

Stutz Excavating, Inc.  
(Firm's Name)

3837 Fosterburg Rd  
(Firm's Address)

Alton IL 62002

618.259.2485  
(Phone Number)

Date: \_\_\_\_\_

\_\_\_\_\_  
Dale Stewart, Exec. Sec.-Treas.  
Southwestern Illinois Building &  
Construction Trades Council  
2A Meadow Heights Professional Park  
Collinsville, IL 62234



3837 Fosterburg Road  
Alton, Illinois 62002  
(618) 259-2485 Phone  
(618) 259-2465 Fax  
[www.stutzexcavating.com](http://www.stutzexcavating.com)

February 23, 2016

To: City of Fairview Heights  
10025 Bunkum Road  
Fairview Heights, IL 62208

RE: Lincoln Trail Sidewalk Reconstruction Construction Project Agreement

Dear Sir:

Pursuant to Article I, Section 1.2, of the above referenced Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher D. Stutz". The signature is written in a cursive, flowing style with a prominent loop at the end.

Christopher D. Stutz, President  
Stutz Excavating, Inc.

**ATTACHMENT A**  
**(CONTRACTOR LETTER OF ASSENT)**

Note: All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work.

=====

*CONTRACTOR LETTERHEAD*

*DATE*

*To: (Name of Owner)*  
*(Address of Owner)*

*RE: \_\_\_\_\_ Construction Project Agreement*

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

\_\_\_\_\_  
*(Name of Contractor of Subcontractor)*

*By:* \_\_\_\_\_

*Title:* \_\_\_\_\_

## INSTRUCTION TO BIDDERS

### Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the project known as: \_\_\_\_\_

\_\_\_\_\_

located in the (Municipality) with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction  
(Adopted 1-1-12) (Revised 1-1-15)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
101	Definition of Terms .....	1
102	Advertisement, Bidding, Award, and Contract Execution .....	2
105	Control of Work .....	3
106	Control of Materials .....	5
107	Legal Regulations and Responsibility to Public .....	6
108	Prosecution and Progress .....	14
109	Measurement and Payment .....	15
202	Earth and Rock Excavation .....	17
211	Topsoil and Compost .....	19
250	Seeding .....	20
253	Planting Woody Plants .....	21
280	Temporary Erosion and Sediment Control .....	23
312	Stabilized Subbase .....	24
406	Hot-Mix Asphalt Binder and Surface Course .....	25
407	Hot-Mix Asphalt Pavement (Full-Depth) .....	28
420	Portland Cement Concrete Pavement .....	32
424	Portland Cement Concrete Sidewalk .....	34
440	Removal of Existing Pavement and Appurtenances .....	35
502	Excavation for Structures .....	36
503	Concrete Structures .....	37
504	Precast Concrete Structures .....	40
506	Cleaning and Painting New Steel Structures .....	41
512	Piling .....	42
516	Drilled Shafts .....	43
521	Bearings .....	44
540	Box Culverts .....	45
588	Bridge Relief Joint System .....	46
589	Elastic Joint Sealer .....	48
602	Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction .....	49
603	Adjusting Frames and Grates of Drainage and Utility Structures .....	50
606	Concrete Gutter, Curb, Median, and Paved Ditch .....	52
610	Shoulder Inlets with Curb .....	53
639	Precast Prestressed Concrete Sight Screen .....	54
642	Shoulder Rumble Strips .....	55

643	Impact Attenuators .....	56
644	High Tension Cable Median Barrier .....	58
669	Removal and Disposal of Regulated Substances .....	60
670	Engineer's Field Office and Laboratory .....	64
701	Work Zone Traffic Control and Protection .....	65
706	Impact Attenuators, Temporary .....	68
707	Movable Traffic Barrier .....	71
708	Temporary Water Filled Barrier .....	73
730	Wood Sign Support .....	75
780	Pavement Striping .....	76
816	Unit Duct .....	81
836	Pole Foundation .....	82
860	Master Controller .....	83
1001	Cement .....	84
1003	Fine Aggregates .....	85
1004	Coarse Aggregates .....	87
1006	Metals .....	91
1011	Mineral Filler .....	93
1017	Packaged, Dry, Combined Materials for Mortar .....	94
1018	Packaged Rapid Hardening Mortar or Concrete .....	95
1019	Controlled Low-Strength Material (CLSM).....	96
1020	Portland Cement Concrete .....	97
1024	Grout and Nonshrink Grout .....	136
1030	Hot-Mix Asphalt .....	137
1040	Drain Pipe, Tile, Drainage Mat, and Wall Drain .....	142
1042	Precast Concrete Products .....	143
1069	Pole and Tower .....	144
1070	Foundation and Breakaway Devices .....	145
1073	Controller .....	146
1081	Materials for Planting .....	147
1082	Preformed Bearing Pads .....	148
1083	Elastomeric Bearings .....	149
1088	Wireway and Conduit System .....	150
1095	Pavement Markings .....	152
1101	General Equipment .....	155
1102	Hot-Mix Asphalt Equipment .....	157
1103	Portland Cement Concrete Equipment .....	159
1105	Pavement Marking Equipment .....	160
1106	Work Zone Traffic Control Devices .....	161

CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	163
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	166
3	<input type="checkbox"/> EEO	167
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	177
5	<input type="checkbox"/> Required Provisions - State Contracts	182
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	188
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	189
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	190
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	191
10	<input type="checkbox"/> Construction Layout Stakes	194
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	197
12	<input type="checkbox"/> Subsealing of Concrete Pavements	199
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	203
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	205
15	Reserved	206
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	207
17	<input type="checkbox"/> Polymer Concrete	208
18	<input type="checkbox"/> PVC Pipeliner	210
19	<input type="checkbox"/> Pipe Underdrains	211
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation	212
21	<input type="checkbox"/> Bicycle Racks	216
22	Reserved	218
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	219
24	<input type="checkbox"/> Work Zone Public Information Signs	221
25	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	222
26	<input type="checkbox"/> English Substitution of Metric Bolts	223
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars	224
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	225
29	Reserved	226
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	227
31	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	235
32	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	251
33	<input type="checkbox"/> Pavement Marking Removal	253
34	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment	254
35	<input type="checkbox"/> Preventive Maintenance – Cape Seal	260
36	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing	275
37	<input type="checkbox"/> Preventive Maintenance – Slurry Seal	286
38	<input type="checkbox"/> Temporary Raised Pavement Markers	296
39	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	297

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	Reserved.....	301
LRS 2	<input type="checkbox"/> Furnished Excavation .....	302
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance .....	303
LRS 4	<input type="checkbox"/> Flaggers in Work Zones .....	304
LRS 5	<input type="checkbox"/> Contract Claims .....	305
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals .....	306
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals .....	312
LRS 8	Reserved.....	318
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments .....	319
LRS 10	Reserved.....	320
LRS 11	<input checked="" type="checkbox"/> Employment Practices .....	321
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works .....	323
LRS 13	<input checked="" type="checkbox"/> Selection of Labor .....	325
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks .....	326
LRS 15	<input type="checkbox"/> Partial Payments .....	329
LRS 16	<input type="checkbox"/> Protests on Local Lettings.....	330
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program .....	331
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt .....	332

BDE SPECIAL PROVISIONS  
For the April 22 and June 10, 2016 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80274	2	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	5	Bridge Demolition Debris	July 1, 2009	
50261	6	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	7	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	8	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	9	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	10	Coarse Aggregate Quality	July 1, 2015	
80198	11	Completion Date (via calendar days)	April 1, 2008	
80199	12	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
* 80311	14	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
* 80277	15	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	16	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
* 80029	17	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
* 80363	18	Engineer's Field Office	April 1, 2016	
80358	19	Equal Employment Opportunity	April 1, 2015	
* 80364	20	Errata for the 2016 Standard Specifications	April 1, 2016	
80229	21	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	22	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
* 80246	23	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
* 80347	24	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
* 80336	25	Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80045	26	Material Transfer Device	June 15, 1999	Aug. 1, 2014
* 80342	27	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	April 1, 2016
80165	28	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80361	29	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
* 80349	30	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
* 80298	31	Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
* 80365	32	Pedestrian Push-Button	April 1, 2016	
* 80359	33	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	April 1, 2016
* 80353	34	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016
* 80338	35	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
* 80300	36	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	37	Progress Payments	Nov. 2, 2013	
34261	38	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	39	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	40	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
* 80340	41	Speed Display Trailer	April 2, 2014	April 1, 2016
80127	42	Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	43	Steel Slag in Trench Backfill	Jan. 1, 2016	
* 80317	44	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80355	45	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	46	Training Special Provisions	Oct. 15, 1975	
80318	47	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80288	48	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	49	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	50	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	51	Working Days	Jan. 1, 2002	

The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan. 1, 2012
80310	Coated Galvanized Steel Conduit	Article 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coilable Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	Article 540.04	April 1, 2012	April 1, 2014
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April 1, 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80265	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329	Glare Screen	Sections 638 and 1085	Jan. 1, 2014	
Chk Sht #20	Guardrail and Barrier Wall Delineation	Sections 635, 725, 782, and 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 482, 601, 1003, 1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culverts	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFD Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFD Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337	Paved Shoulder Removal	Article 440.07	April 1, 2014	
80254	Pavement Patching	Article 701.17	Jan. 1, 2010	
80352	Pavement Striping - Symbols	Article 780.14	Jan. 1, 2015	
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 1987	Jan. 1, 2007
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan. 1, 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.02	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80357	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and 701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

### Saint Clair County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN		BLD		29.800	30.300	1.5	1.5	2.0	6.650	11.15	0.000	0.800	
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000	
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400	
BRICK MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800	
CARPENTER		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
CEMENT MASON		ALL		32.000	33.000	1.5	1.5	2.0	9.750	12.75	0.000	0.200	
CERAMIC TILE FNShER		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580	
ELECTRIC PWR EQMT OP		ALL		39.670	47.820	1.5	1.5	2.0	6.950	11.12	0.000	0.400	
ELECTRIC PWR GRNDMAN		ALL		29.620	47.820	1.5	1.5	2.0	5.190	8.300	0.000	0.290	
ELECTRIC PWR LINEMAN		ALL		45.610	47.820	1.5	1.5	2.0	7.990	12.78	0.000	0.450	
ELECTRIC PWR TRK DRV		ALL		32.380	47.820	1.5	1.5	2.0	5.670	9.080	0.000	0.320	
ELECTRICIAN		ALL		38.450	40.760	1.5	1.5	2.0	7.990	9.720	0.000	0.960	
ELECTRONIC SYS TECH		BLD		32.150	34.150	1.5	1.5	2.0	3.650	8.210	0.000	0.400	
ELEVATOR CONSTRUCTOR		BLD		45.090	50.730	2.0	2.0	2.0	13.57	14.21	3.610	0.600	
FLOOR LAYER		BLD		31.080	31.830	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
GLAZIER		BLD		32.780	0.000	2.0	2.0	2.0	9.020	10.80	2.630	0.310	
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550	
IRON WORKER		ALL		31.500	33.500	1.5	1.5	2.0	8.610	14.45	0.000	0.420	
LABORER	N	ALL		29.900	30.900	1.5	1.5	2.0	7.100	11.40	0.000	0.800	
LABORER	S	ALL		27.920	28.920	1.5	1.5	2.0	6.350	14.13	0.000	0.800	
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580	
MARBLE MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800	
MILLWRIGHT		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
OPERATING ENGINEER		BLD 1		34.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 2		33.570	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 3		29.090	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 4		29.150	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 5		28.820	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 6		36.250	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 7		36.550	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 8		36.830	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 9		35.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		HWY 1		33.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 2		32.570	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 3		28.090	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 4		28.150	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 5		27.820	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 6		35.250	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 7		35.550	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 8		35.830	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 9		34.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
PAINTER		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650	
PAINTER		HWY		31.450	32.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650	
PAINTER OVER 30FT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650	
PAINTER PWR EQMT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650	
PAINTER PWR EQMT		HWY		32.450	33.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650	
PILEDRIIVER		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
PIPEFITTER	NW	BLD		37.250	39.250	1.5	1.5	2.0	6.740	8.000	0.000	0.750	
PIPEFITTER	SE	BLD		37.000	39.500	1.5	1.5	2.0	8.550	5.700	0.000	0.580	
PLASTERER		BLD		30.500	31.000	1.5	1.5	2.0	9.750	9.150	0.000	0.050	
PLUMBER	NW	BLD		37.750	40.250	1.5	1.5	2.0	6.750	6.850	0.000	0.550	
PLUMBER	SE	BLD		37.000	39.500	1.5	1.5	2.0	8.550	5.700	0.000	0.580	
ROOFER		BLD		30.700	32.700	1.5	1.5	2.0	8.900	7.450	0.000	0.290	
SHEETMETAL WORKER		ALL		32.650	34.150	1.5	1.5	2.0	8.630	7.670	1.970	0.360	
SPRINKLER FITTER		BLD		40.030	43.030	2.0	2.0	2.0	8.370	11.18	0.000	1.250	
<del>SURVEY WORKER</del>			-->NOT IN EFFECT	N ALL	29.300	29.800	1.5	1.5	2.0	6.050	10.60	0.000	0.800
<del>SURVEY WORKER</del>			-->NOT IN EFFECT	S ALL	27.620	28.120	1.5	1.5	2.0	5.750	12.58	0.000	0.800
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	6.450	4.370	0.000	0.420	
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	6.450	5.870	0.000	0.450	
TRUCK DRIVER		ALL 1		34.220	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	
TRUCK DRIVER		ALL 2		34.690	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	
TRUCK DRIVER		ALL 3		34.950	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	
TRUCK DRIVER		ALL 4		35.240	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	

TRUCK DRIVER	ALL	5	36.170	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	1	27.380	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	2	27.750	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	3	27.960	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	4	28.190	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	5	28.940	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250

## Legend:

RG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri,  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### ST. CLAIR COUNTY

LABORERS (NORTH) - The area bounded by Route 159 to a point south of Fairview Heights and west-southwest to Route 3 at Monroe County line.

PLUMBERS & PIPEFITTERS (SOUTHEAST) - That part of the county bordered by Rt. 50 on the North and West including Belleville.

PLUMBERS (NORTHWEST) - Towns of Aloraton, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, East Carondelet, E. St. Louis, Fairview Heights, French Village, National City, O'Fallon, Sauget, and Washington Park.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the

classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

#### OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

#### GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

## Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within *60* working days.

80071

**PROPOSED RESOLUTION NO. 23-'16**

**A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS TO MAKE APPLICATION AND ENTER INTO AGREEMENTS WITH ST. CLAIR COUNTY CONCERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE PROGRAM YEAR 2016.**

WHEREAS, the City of Fairview Heights is applying to St. Clair County, Illinois for Program Year 2016 Community Development Block Grant funds to install a pedestrian crossing at St. Clair Avenue and Third Avenue; and,

WHEREAS, it is necessary that an application be made and agreements entered into with St. Clair County,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

1. That the City of Fairview Heights apply for a grant under the terms and conditions of St. Clair County and shall enter into and agree to the understandings and assurances in said applications; and
2. That the proposed project description be identified as St. Clair Avenue/Third Avenue Pedestrian Crossing; and
3. That the Mayor on behalf of the City execute such documents and all other documents necessary for the carrying out of said application; and
4. That the City of Fairview Heights will contribute \$30,000.00 in local match and will be required to expend said amount by 50% completion of the grant/project applied for; and
5. That the Mayor is authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

---

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

---

KAREN J. KAUFHOLD - CITY CLERK

CITY COUNCIL MEMBERS:

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

DENNIS BARICEVIC

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

JUSTIN GOUGH

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

BRENDA WAGNER

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

HARRY ZIMMERMAN

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

DENISE WILLIAMS

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

FRANK MENN

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

ROGER LOWRY

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

PAT BAESKE

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

PAT PECK

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

BILL POLETTI

**PROPOSED RESOLUTION NO. 24-'16**

**A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH HORNER & SHIFRIN, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL DESIGN TO BE INSTALLED AT THE INTERSECTION OF LONGACRE DRIVE AND UNION HILL ROAD.**

WHEREAS, the City of Fairview Heights is in need of professional engineering services for traffic signal design to be installed at the intersection of Longacre Drive and Union Hill Road, with time being of the essence, and

WHEREAS, Horner & Shifrin, Inc. has served the City in the past and has been selected now to perform said professional design services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into a Preliminary Engineering Services Agreement for Federal Participation with Horner & Shifrin, Inc., 604 Pierce Boulevard, Suite 300, O'Fallon, Illinois 62269 to provide professional engineering services for traffic signal design to be installed at the intersection of Longacre Drive and Union Hill Road at a cost plus fixed fee amount of THIRTY-FIVE THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS AND SEVENTY-FOUR CENTS (\$35,337.74) per the Agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

---

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

---

KAREN J. KAUFHOLD - CITY CLERK

**"EXHIBIT A"**

Return to Agenda

Local Agency City of Fairview Heights	<b>L O C A L  A G E N C Y</b>	 <p><b>Illinois Department of Transportation</b></p> <p><b>Preliminary Engineering Services Agreement For Federal Participation</b></p>	<b>C O N S U L T A N T</b>	Consultant Horner & Shifrin, Inc.
County St. Clair				Address 604 Pierce Blvd. Suite 300
Section				City O'Fallon
Project No.				State IL
Job No.				Zip Code 62269
Contact Name/Phone/E-mail Address John Harty (618) 489-2024 hartv@cofh.org				Contact Name/Phone/E-mail Address Brian D. Schmidt (618) 622-6826 bschmidt@hornershifrin.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

**Project Description**

Name	Route	Length	Structure No.	N/A
Longacre Dr. & Union Hill Rd. Traffic Signal				
Termini Intersection of Longacre Drive and Union Hill Road				
Description Installation of a traffic signal (compatible with an ultimate design), curb and curb ramp work for ADA curb ramps, PCC sidewalk, roadway restriping				

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

Return to Agenda

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                  IHDC = In House Direct Costs  
                  OH = Consultant Firm's Actual Overhead Factor  
                  R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                   \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



**Exhibit A - Preliminary Engineering**

Return to Agenda

Route: Union Hill & Longacre  
 Local Agency: City of Fairview Heights  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

\*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 155.87 %  
 Complexity Factor (R) 0.00  
 Calendar Days 365

Method of Compensation:  
 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
PE I	TP5	23.00	\$44.24	\$1,017.52	\$1,586.00	\$0.00	\$216.90	\$408.96	\$3,229.38
	TP10	34.00	\$30.30	\$1,030.20	\$1,605.77	\$0.00	\$0.00	\$382.21	\$3,018.18
	TP14	70.00	\$20.92	\$1,464.40	\$2,282.56	\$0.00	\$0.00	\$543.30	\$4,290.26
	TT3	20.00	\$23.42	\$468.40	\$730.09	\$0.00	\$0.00	\$173.78	\$1,372.27
PE II	TP5	33.00	\$44.24	\$1,459.92	\$2,275.57	\$0.00	\$70.40	\$551.85	\$4,357.74
	TP10	45.00	\$30.30	\$1,363.50	\$2,125.28	\$0.00	\$0.00	\$505.87	\$3,994.65
	TP14	108.00	\$20.92	\$2,259.36	\$3,521.66	\$0.00	\$0.00	\$838.24	\$6,619.26
	TT3	48.00	\$23.42	\$1,124.16	\$1,752.22	\$0.00	\$0.00	\$417.07	\$3,293.45
Survey	TT3	8.00	\$23.42	\$187.36	\$292.03	\$0.00	\$54.00	\$77.34	\$610.73
	IT1	0.50	\$62.50	\$31.25	\$48.70	\$0.00	\$0.00	\$11.59	\$91.54
	SU2	4.00	\$32.15	\$128.60	\$200.44	\$0.00	\$0.00	\$47.71	\$376.75
	SU3	28.00	\$24.50	\$686.00	\$1,069.26	\$0.00	\$0.00	\$254.51	\$2,009.77
QC/QA	TP5	16.00	\$44.24	\$707.84	\$1,103.31	\$0.00	\$0.00	\$262.61	\$2,073.76
		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>		<b>437.50</b>		<b>\$11,928.51</b>	<b>\$18,592.89</b>		<b>\$ 341.30</b>	<b>\$4,475.04</b>	<b>\$35,337.74</b>