

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
JULY 19, 2016
7:00 P.M.**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Roll Call
- E. Public Participation
- F. Consent Agenda:

City Council Minutes – July 5, 2016

Finance Director Report

- G. Committee Reports
- H. Communication from Mayor
- I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 39-'16, an Ordinance approving the Tax Increment Financing Redevelopment Plan and Redevelopment Project for the Ludwig Drive Tax Increment Financing Redevelopment Project Area. (Community Committee)

Proposed Ordinance No. 40-'16, an Ordinance designating and approving the Ludwig Drive Tax Increment Financing Redevelopment Project Area. (Community Committee)

Proposed Ordinance No. 38-'16, an Ordinance adopting Tax Increment Financing in the Ludwig Drive Tax Increment Financing Redevelopment Project Area. (Community Committee)

Proposed Ordinance No. 42-'16, an Ordinance approving the Tax Increment Financing Redevelopment Plan and Redevelopment Project for the State Route 159 North Tax Increment Financing Redevelopment Project Area. (Community Committee)

Proposed Ordinance No. 43-'16, an Ordinance designating and approving the State Route 159 North Tax Increment Financing Redevelopment Project Area. (Community Committee)

Proposed Ordinance No. 41-'16, an Ordinance adopting Tax Increment Financing in the State Route 159 North Tax Increment Financing Redevelopment Project Area. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 44-'16, an Ordinance establishing rules and regulations for police tow assignments and selection of towing services. (Administration Committee)

Proposed Ordinance No. 45-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 24, Motor Vehicle Code, Schedule B, Stop and Through Intersections by adding Harbor Woods Drive (southbound) at Northshore Drive and Wolfhollow Lane (eastbound) at Timberpoint Court. (Administration Committee)

Proposed Resolution No. 65-'16, a Resolution establishing Towing Charge Rates for police tow assignments. (Administration Committee)

Proposed Resolution No. 66-'16, a Resolution authorizing the Mayor to enter into an Agreement with Schildknecht Lawn Care, for lawn mowing, weed clearing, nuisance abatement and trash/debris removal service from July 19, 2016 to April 30, 2017. (Community Committee)

Proposed Resolution No. 67-'16, a Resolution authorizing the Mayor on behalf of the City to enter into a contract with the Kilian Corporation for the Kassing Avenue Roadway Improvements Project. (Operations Committee)

Proposed Resolution No. 68-'16, a Resolution authorizing the Mayor on behalf of the City to enter into a Professional Service Agreement on behalf of the City with Horner & Shifrin, Inc. for the design of Sidewalk Replacement, Phases 2 and 3, on Lincoln Trail. (Operations Committee)

Proposed Resolution No. 69-'16, a Resolution authorizing the Mayor on behalf of the City to enter into an Engineering Services Agreement with Millennia Professional Services of Illinois to provide engineering services for the improvements of Bonita Drive. (Operations Committee)

Move to go into Executive Session pursuant to 5 ILCS 120/2 (c) (11) – Litigation.

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
JULY 5, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark T. Kupsky 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 Kupsky.

ROLL CALL

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

PUBLIC PARTICIPATION

None.

CONSENT AGENDA

Alderman Wagner moved to approve the June 21, 2016 City Council minutes. Seconded by Alderman Lowry.

Roll call on the Consent Agenda showed Aldermen Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Menn and Baricevic voting "Yea." Alderman Poletti was absent. Motion passed on 9 yeas and 1 absent.

COMMITTEE REPORTS

Mayor Kupsky announced the Operations Committee will meet July 6, 7:00 P.M.

COMMUNICATION FROM MAYOR

Mayor Kupsky stated that there will be a change on the agenda; Mayor recognized & thanked the Police Department for being in the top ten in 2015 for DUI arrest and number two in enforcement.

COMMUNICATION FROM ELECTED OFFICIALS

Mayor Kupsky wished Alderman Poletti a quick recovery.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Alderman Williams made a motion to change the order of the reading of the Proposed Ordinances. Seconded by Alderman Baeske. Motion passed on a voice vote.

Proposed Ordinance No. 39-'16, an Ordinance approving the Tax Increment Financing Redevelopment Plan and Redevelopment Project for the Ludwig Drive Tax Increment Financing Redevelopment Project Area. Motion made by Alderman Lowry. Seconded by Alderman Williams. Proposed Ordinance No. 39-'16 was read for the first time.

Proposed Ordinance No. 40-'16, an Ordinance designating and approving the Ludwig Drive Tax Increment Financing Redevelopment Project Area. Motion made by Alderman Wagner. Seconded by Alderman Gough. Proposed Ordinance No. 40-'16 was read for the first time.

Proposed Ordinance No. 38-'16, an Ordinance adopting Tax Increment Financing in the Ludwig Drive Tax Increment Financing Redevelopment Project Area. Motion made by Alderman Peck. Seconded by Alderman Gough. Proposed Ordinance No. 38-'16 was read for the first time.

Proposed Ordinance No. 42-'16, an Ordinance approving the Tax Increment Financing Redevelopment Plan and Redevelopment Project for the State Route 159 North Tax Increment Financing Redevelopment Project Area. Motion made by Alderman Lowry. Seconded by Alderman Wagner. Proposed Ordinance No. 42-'16 was read for the first time.

Proposed Ordinance No. 43-'16, an Ordinance designating and approving the State Route 159 North Tax Increment Financing Redevelopment Project Area. Motion made by Alderman Baeske. Seconded by Alderman Peck. Proposed Ordinance No. 43-'16 was read for the first time.

Proposed Ordinance No. 41-'16, an Ordinance adopting Tax Increment Financing in the State Route 159 North Tax Increment Financing Redevelopment Project Area. Motion made by Alderman Wagner. Seconded by Alderman Menn. Proposed Ordinance No. 41-'16 was read for the first time.

Proposed Resolution No. 62-'16, a Resolution authorizing the City to utilize an Intergovernmental Agreement template when entering into a contract with all taxing districts in the Proposed Ludwig Drive TIF. Motion made by Alderman Baeske. Seconded by Alderman Williams.

Roll Call on Proposed Resolution No. 62-'16 showed Aldermen Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Menn and Baricevic voting "Yea". Alderman Poletti was absent. Proposed Resolution No. 62-'16 passed on 9 yeas and 1 absent. Proposed Resolution No. 62-'16 now becomes **RESOLUTION NO. 4038-2016**.

Proposed Resolution No. 63-'16, a Resolution authorizing the City to utilize an Intergovernmental Agreement template when entering into a contract with all taxing districts in the Proposed State Route 159 North TIF. Motion made by Alderman Peck. Seconded by Alderman Lowry.

NEW BUSINESS— Proposed Resolution No. 63-'16— continued

Roll Call on Proposed Resolution No. 63-'16 showed Aldermen Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Menn and Baricevic voting "Yea". Alderman Poletti was absent. Proposed Resolution No. 63-'16 passed on 9 yeas and 1 absent. Proposed Resolution No. 63-'16 now becomes **RESOLUTION NO. 4039-2016**.

Propose Resolution No. 64-'16, a Resolution authorizing the City of Fairview Heights to apply for a grant with the St. Clair County Parks Grant Commission for funding to purchase and install a pavilion by the main playground area at Everett Moody Park. Motion made by Alderman Wagner. Seconded by Alderman Zimmerman.

Roll Call on Proposed Resolution No. 64-'16 showed Aldermen Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Menn and Baricevic voting "Yea". Alderman Poletti was absent. Proposed Resolution No. 64-'16 passed on 9 yeas and 1 absent. Proposed Resolution No. 64-'16 now becomes **RESOLUTION NO. 4040-2016**.

Alderman Williams moved to go into Executive Session pursuant to 5 ILCS 120/2 (c) (11) – Litigation. Seconded by Alderman Gough. Motion carried.

Mayor Kupsky recessed the meeting at 7:13 P.M.

Mayor Kupsky reconvened regular session at 7:36 P.M.

Roll call of Aldermen present showed Aldermen Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Menn and Baricevic. Alderman Poletti was absent. Mayor Kupsky, City Clerk Kaufhold, and Attorney Hoerner were also present.

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

Meeting adjourned at 7:37 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: July 14th, 2016
Re: Finance Report – July 19th City Council Meeting

Presentation of Bills

The Bill List was approved at the Administration Committee meeting to forward to City Council in the amount \$1,379,328.33

Finance Committee Legislation

Grass Maintenance Agreement between the City of Fairview Heights and Schildknect Lawn Care for the period of May 1, 2016 to April 30, 2017.

PROPOSED ORDINANCE NO. 39-'16

AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE LUDWIG DRIVE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

WHEREAS, the City of Fairview Heights, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (the "TIF Act"), within the municipal boundaries of the City of Fairview Heights and within the proposed Ludwig Drive Tax Increment Financing Redevelopment Project Area (the "Redevelopment Project Area") as described in the proposed Redevelopment Plan (hereinafter defined), which constitutes in the aggregate more than 1½ acres.

WHEREAS, due notice in respect to the availability of the proposed Redevelopment Plan for the Ludwig Drive Tax Increment Financing Redevelopment Project Area (the "Redevelopment Plan") including a proposed Redevelopment Project (the "Redevelopment Project"), which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the proposed Redevelopment Project Area.

WHEREAS, due notice in respect to the availability of the proposed Redevelopment Plan, which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located outside of the proposed Redevelopment Project Area and within 750 feet of the boundaries of the proposed Redevelopment Project Area.

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City Council caused a public hearing (the "Public Hearing") to be held relative to the proposed Redevelopment Plan and Redevelopment Project and the proposed designation of the Redevelopment Project Area on June 14, 2016, at Fairview Heights City Hall.

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity by certified mail on April 20, 2016, by publication on May 26, 2016, and June 2, 2016, and by regular mail to all residential addresses that, after a good faith effort, the City determined are located outside of the proposed Redevelopment Project Area and within 750 feet of the boundaries of the proposed Redevelopment Project Area on April 20, 2016, and by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Redevelopment Project Area on June 2, 2016.

WHEREAS, the City has established and convened a Joint Review Board on May 11, 2016, as required by and in all respects in compliance with the provisions of the TIF Act.

WHEREAS, the proposed Redevelopment Plan and Redevelopment Project set forth the factors constituting the need for abatement of conditions in the proposed Redevelopment Project Area that have led to its eligibility, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the proposed Redevelopment Project Area as the term "blighted area" is defined in the TIF Act and as such term is applied to improved land.

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Project Area to determine whether private development would take place in the proposed Redevelopment Project Area as a whole without the adoption of the proposed Redevelopment Plan for the proposed Redevelopment Project Area.

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the proposed Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Project Area would be substantially benefited by the proposed redevelopment project improvements.

WHEREAS, the City Council has reviewed the *City of Fairview Heights, 2012 Comprehensive Plan* for the development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Redevelopment Project conform to the City's Comprehensive Plan.

WHEREAS, the City Council has reviewed the public input at the Public Hearing.

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

SECTION 1. The City Council of the City of Fairview Heights hereby makes the following findings:

- a. The area constituting the Ludwig Drive Redevelopment Project Area in the City of Fairview Heights, Illinois is described in "EXHIBIT A", attached hereto and made part of this Ordinance, exceeds 1½ acres, and is located in its entirety within the City limits.
- b. There exist conditions which cause the proposed Redevelopment Project Area to be classified as a "blighted area" as such term is defined in Section 11-74.4-3 (a) of the TIF Act.

- c. The proposed Redevelopment Project Area, on the whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.
- d. The Redevelopment Plan and Redevelopment Project conform to the City's Comprehensive Plan for the development of the municipality as a whole.
- e. The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property (and improvements thereon), which will be substantially benefited by the proposed Redevelopment Project improvements, are included in the proposed Redevelopment Project Area.
- f. The estimated dates of completion of the Redevelopment Project and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which payment to the City Treasurer is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted.

SECTION 2. The Redevelopment Plan and Redevelopment Project for the Ludwig Drive Redevelopment Project Area, marked as "EXHIBIT B" attached to and made a part of this Ordinance, is hereby approved.

SECTION 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

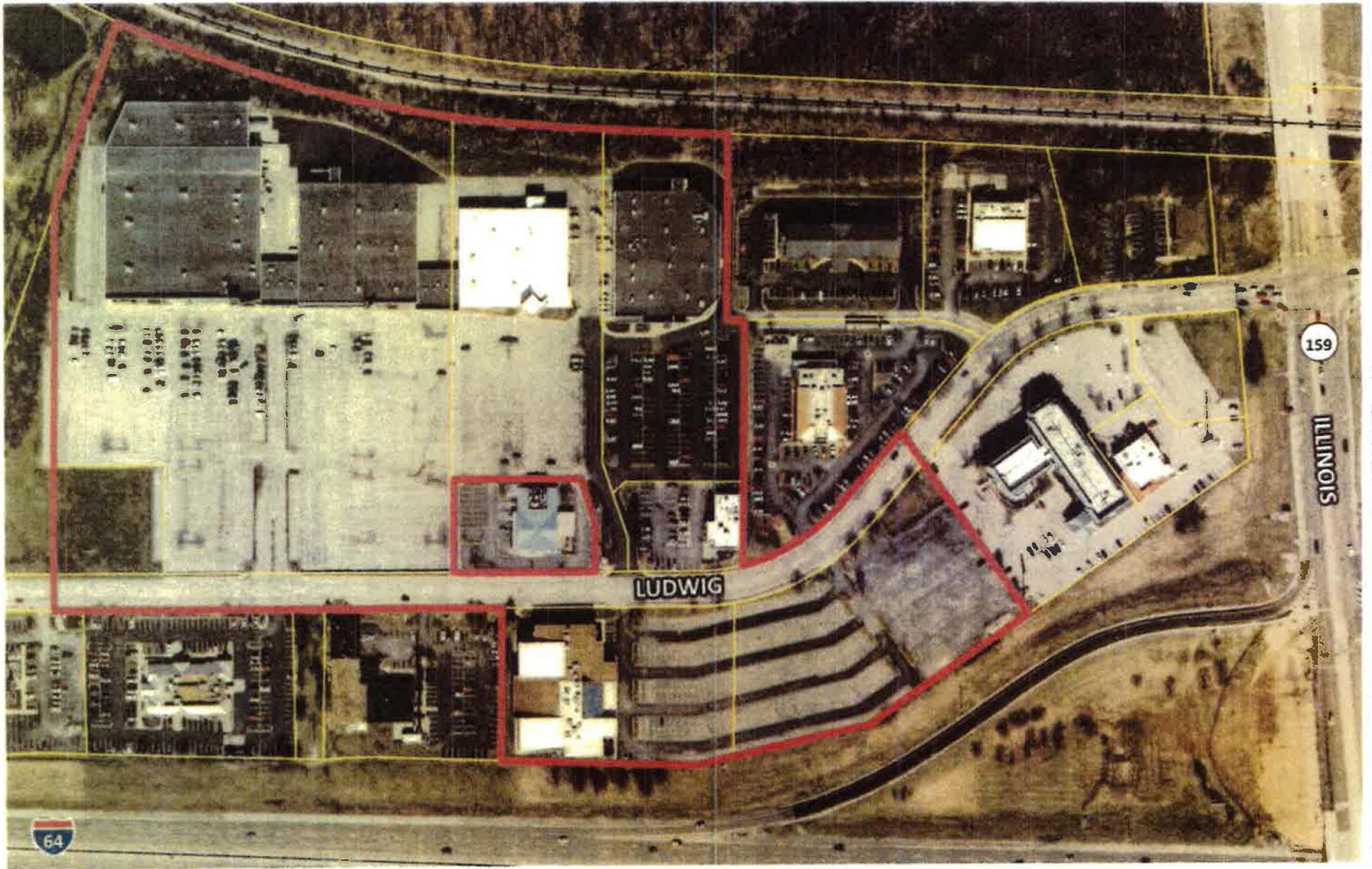
"EXHIBIT A"

LEGAL DESCRIPTION

PART OF US SURVEY 768, SECTIONS 21 AND 22, IN TOWNSHIP 2 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF 4TH ADDITION TO FAIRVIEW HEIGHTS OFFICE PARK SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER 'S OFFICE IN BOOK OF PLATS 89 ON PAGE 77, SAID BEGINNING POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 9, 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF FAIRVIEW HEIGHTS PLAZA PHASE 1 SUBDIVISION; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 90 ON PAGE 50; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 10, THE FOLLOWING DISTANCES, 436.82 FEET AND 323.52 FEET TO THE SOUTH LINE OF THE CSX RR; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID CSX RR, TO THE NORTHWEST CORNER OF LOT 3 OF 1ST ADDITION TO FAIRVIEW OFFICE PARK; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 85 ON PAGE 58;' THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 3 AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHERLY LINE OF A 40.00 FOOT WIDE PRIVATE ROAD AND UTILITY EASEMENT; THENCE EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 29.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 4. A DISTANCE OF 388.7 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 OF FAIRVIEW OFFICE PARK 1ST ADDITION, ALSO BEING THE NORTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, TO ITS INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1 OF DRURY SUBDIVISION NO. 1; THENCE LEAVING THE RIGHT OF WAY LINE AND CROSSING LUDWIG DRIVE TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LUDWIG DRIVE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 OF THE DRURY SUBDIVISION NO. 1; THENCE SOUTH, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 311.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF I- ROUTE 64; THENCE WESTERLY, ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 OF CELLULAR SITE SUBDIVISION; REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN DOCUMENT NUMBER A02166126; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, 258.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE WEST, ALONG SAID RIGHT OF WAY, 755.00 FEET MORE OR LESS TO THE SOUTHERLY EXTENSION OF SAID WESTERLY LINE OF LOT 4 OF FAIRVIEW HEIGHTS OFFICE PARK SUBDIVISION; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, NORTH, 60.00 FEET, TO THE SOUTHWEST CORNER OF LOT 9 OF FAIRVIEW HEIGHTS OFFICE PARK 4TH ADDITION SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT LOT 8 OF FAIRVIEW HEIGHTS OFFICE PARK 4TH ADDITION; REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK 89 PAGE 77.



Ludwig Drive Redevelopment Project Area
Tax Increment Financing Redevelopment Plan
City of Fairview Heights, Illinois

EDR
Economic Development Resources

 Area Boundary



"EXHIBIT B"

0 250 500
feet

PROPOSED ORDINANCE NO. 40-'16

**AN ORDINANCE DESIGNATING AND APPROVING
THE LUDWIG DRIVE TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.**

WHEREAS, the City of Fairview Heights, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (the "TIF Act"), for the proposed Redevelopment Plan for the Ludwig Drive Tax Increment Financing Redevelopment Project Area (the "Redevelopment Plan") within the municipal boundaries of the City of Fairview Heights and within the Ludwig Drive Tax Increment financing Redevelopment Project Area as described in "EXHIBIT A" attached to this Ordinance (the "Redevelopment Project Area"), which constitutes in the aggregate more than 1½ acres; and,

WHEREAS, the City Council has heretofore adopted Proposed Ordinance No. 39-'16 approving the Redevelopment Plan and Redevelopment Project as described therein; and,

WHEREAS, due notice in respect to the availability of the Redevelopment Plan, which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the proposed Redevelopment Project Area; and,

WHEREAS, due notice in respect to the availability of the Redevelopment Plan, which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the Ludwig Drive Tax Increment Financing Redevelopment Project Area; and,

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City Council caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and the proposed designation of the Redevelopment Project Area on June 14, 2016, at Fairview Heights City Hall; and,

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity by certified mail on April 20, 2016, by publication on May 26, 2016, and June 2, 2016, by regular mail to all residential addresses that, after a good faith effort, the City determined are located outside of the Redevelopment Project Area and within 750 feet of the boundaries of the Redevelopment Project Area on April 20, 2016, and by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Redevelopment Project Area on June 2, 2016; and,

WHEREAS, the City has established and convened a Joint Review Board on May 11, 2016, as required by and in all respects in compliance with the provisions of the TIF Act; and,

WHEREAS, the Redevelopment Plan and Redevelopment Project set forth the factors constituting the need for abatement of conditions in the proposed Redevelopment Project Area that have led to its eligibility, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the proposed Redevelopment Project Area as the term "blighted area" is defined in the TIF Act and as such term is applied to improved land; and,

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Project Area to determine whether private development would take place in the proposed Redevelopment Project Area as a whole without the adoption of the Redevelopment Plan for the proposed Redevelopment Project Area; and,

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the proposed Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Project Area would be substantially benefited by the proposed redevelopment project improvements; and,

WHEREAS, the City Council has reviewed the *City of Fairview Heights, 2012 Comprehensive Plan* for the development of the municipality as a whole to determine whether the Redevelopment Plan and Redevelopment Project conform to the City's Comprehensive Plan; and,

WHEREAS, the City Council has reviewed the public input at the Public Hearing.

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

SECTION 1. The area constituting the Ludwig Drive Tax Increment Financing Redevelopment Project Area in the City of Fairview Heights, Illinois, as described in "EXHIBIT A", attached hereto and made part of this Ordinance is hereby designated and approved as a Redevelopment Project Area pursuant to 11-74.4-4 of the TIF Act. The maps of the Redevelopment Project Area are attached hereto as "EXHIBIT B" and made a part of this Ordinance.

SECTION 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

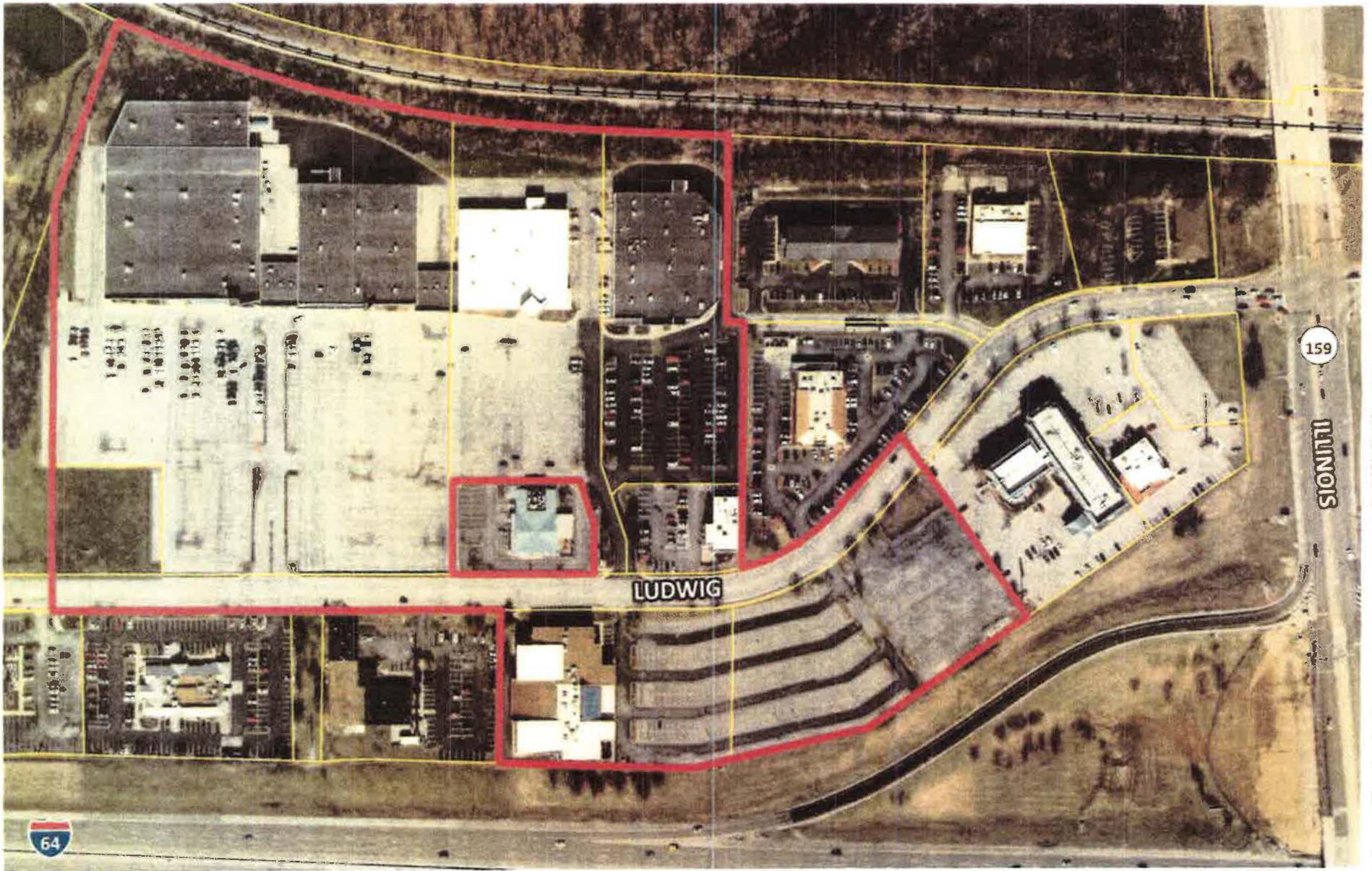
"EXHIBIT A"

LEGAL DESCRIPTION

PART OF US SURVEY 768, SECTIONS 21 AND 22, IN TOWNSHIP 2 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF 4TH ADDITION TO FAIRVIEW HEIGHTS OFFICE PARK SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER 'S OFFICE IN BOOK OF PLATS 89 ON PAGE 77, SAID BEGINNING POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 9, 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF FAIRVIEW HEIGHTS PLAZA PHASE 1 SUBDIVISION; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 90 ON PAGE 50; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 10, THE FOLLOWING DISTANCES, 436.82 FEET AND 323.52 FEET TO THE SOUTH LINE OF THE CSX RR; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID CSX RR, TO THE NORTHWEST CORNER OF LOT 3 OF 1ST ADDITION TO FAIRVIEW OFFICE PARK; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 85 ON PAGE 58; THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 3 AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHERLY LINE OF A 40.00 FOOT WIDE PRIVATE ROAD AND UTILITY EASEMENT; THENCE EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 29.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 4. A DISTANCE OF 388.7 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 OF FAIRVIEW OFFICE PARK 1ST ADDITION, ALSO BEING THE NORTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, TO ITS INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1 OF DRURY SUBDIVISION NO. 1; THENCE LEAVING THE RIGHT OF WAY LINE AND CROSSING LUDWIG DRIVE TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LUDWIG DRIVE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 OF THE DRURY SUBDIVISION NO. 1; THENCE SOUTH, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 311.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF I- ROUTE 64; THENCE WESTERLY, ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 OF CELLULAR SITE SUBDIVISION; REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN DOCUMENT NUMBER A02166126; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, 258.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE WEST, ALONG SAID RIGHT OF WAY, 755.00 FEET MORE OR LESS TO THE SOUTHERLY EXTENSION OF SAID WESTERLY LINE OF LOT 4 OF FAIRVIEW HEIGHTS OFFICE PARK SUBDIVISION; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, NORTH, 60.00 FEET, TO THE SOUTHWEST CORNER OF LOT 9 OF FAIRVIEW HEIGHTS OFFICE PARK 4TH ADDITION SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT LOT 8 OF FAIRVIEW HEIGHTS OFFICE PARK 4TH ADDITION; REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK 89 PAGE 77.



Ludwig Drive Redevelopment Project Area
Tax Increment Financing Redevelopment Plan
City of Fairview Heights, Illinois

EDR
Economic Development Resources

 Area Boundary



"EXHIBIT B"

0 250 500
Feet

PROPOSED ORDINANCE NO. 38-'16

AN ORDINANCE ADOPTING TAX INCREMENT FINANCING IN THE LUDWIG DRIVE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

WHEREAS, the City of Fairview Heights, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (the "TIF Act"), for the Redevelopment Plan for the Ludwig Drive Tax Increment Financing Redevelopment Project Area (the "Redevelopment Plan") within the municipal boundaries of the City of Fairview Heights and within the Ludwig Drive Tax Increment Financing Redevelopment Project Area as described in Exhibit A attached to this Ordinance (the "Redevelopment Project Area"), which constitutes in the aggregate more than 1½ acres.

WHEREAS, the City Council has heretofore adopted Proposed Ordinance No. 39-'16 approving the Redevelopment Plan and Redevelopment Project as described therein (the "Redevelopment Project").

WHEREAS, the City Council has heretofore adopted Proposed Ordinance No. 40-'16 designating and approving the Ludwig Drive Tax Increment Financing Redevelopment Project Area.

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

SECTION 1. Tax increment financing is hereby adopted to pay or reimburse redevelopment project costs pursuant to the TIF Act and the Redevelopment Plan for the Ludwig Drive Tax Increment Financing Redevelopment Project Area in the City of Fairview Heights, Illinois, as described in "EXHIBIT A." The maps of the Redevelopment Project Area are attached hereto as "EXHIBIT B" and made a part of this Ordinance.

SECTION 2. Pursuant to the TIF Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the TIF Act each year after the effective dates of this ordinance until the Redevelopment Project Costs and all municipal obligations financing Redevelopment Project Costs incurred in respect thereto have been paid shall be divided as follows:

That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector of St. Clair County to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the project area shall be allocated to and when collected shall be paid to the City Treasurer who shall deposit said taxes into a special fund called the special tax allocation fund of the City for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

SECTION 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

SECTION 5. The City Clerk shall forthwith transmit to the County Clerk of St. Clair County a certified copy of this Ordinance and Proposed Ordinance No. 39-'16 and Proposed Ordinance No. 40-'16, a legal description of the Redevelopment Project Area, a map of the Redevelopment Project Area, identification of the year 2014 as the year that the County Clerk shall use for determining the total initial equalized assessed value of the Redevelopment Project Area consistent with subsection (a) of Section 11-74.4-9 of the TIF Act, and a list of the parcel or tax identification number of each parcel of property included in the Redevelopment Project Area.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

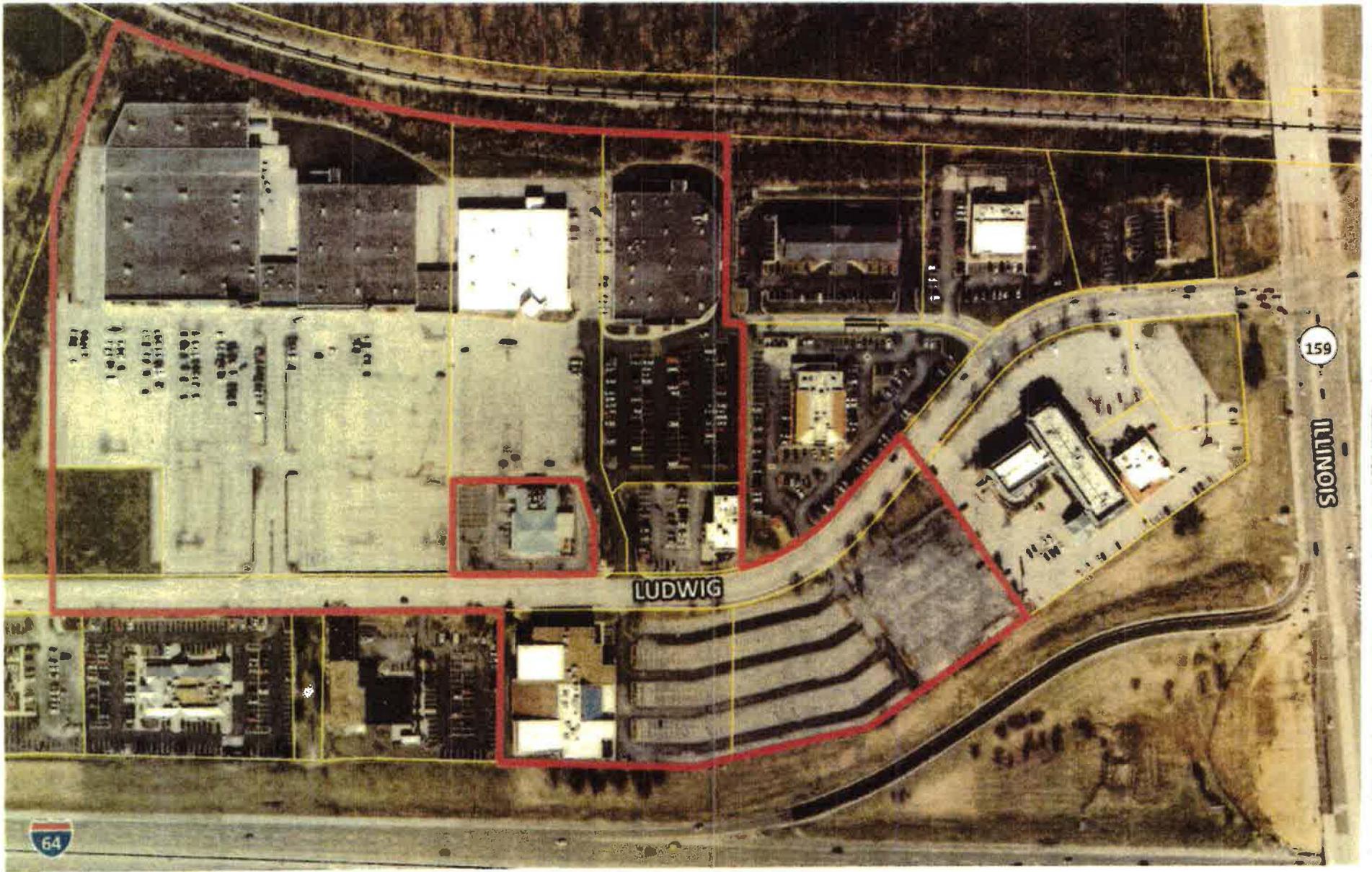
“EXHIBIT A”

LEGAL DESCRIPTION

PART OF US SURVEY 768, SECTIONS 21 AND 22, IN TOWNSHIP 2 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF 4TH ADDITION TO FAIRVIEW HEIGHTS OFFICE PARK SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER 'S OFFICE IN BOOK OF PLATS 89 ON PAGE 77, SAID BEGINNING POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 9, 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF FAIRVIEW HEIGHTS PLAZA PHASE 1 SUBDIVISION; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 90 ON PAGE 50; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 10, THE FOLLOWING DISTANCES, 436.82 FEET AND 323.52 FEET TO THE SOUTH LINE OF THE CSX RR; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID CSX RR, TO THE NORTHWEST CORNER OF LOT 3 OF 1ST ADDITION TO FAIRVIEW OFFICE PARK; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 85 ON PAGE 58; THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 3 AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHERLY LINE OF A 40.00 FOOT WIDE PRIVATE ROAD AND UTILITY EASEMENT; THENCE EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 29.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 388.7 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 OF FAIRVIEW OFFICE PARK 1ST ADDITION, ALSO BEING THE NORTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, TO ITS INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1 OF DRURY SUBDIVISION NO. 1; THENCE LEAVING THE RIGHT OF WAY LINE AND CROSSING LUDWIG DRIVE TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LUDWIG DRIVE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 OF THE DRURY SUBDIVISION NO. 1; THENCE SOUTH, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 311.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF I- ROUTE 64; THENCE WESTERLY, ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 OF CELLULAR SITE SUBDIVISION; REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN DOCUMENT NUMBER A02166126; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, 258.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF LUDWIG DRIVE; THENCE WEST, ALONG SAID RIGHT OF WAY, 755.00 FEET MORE OR LESS TO THE SOUTHERLY EXTENSION OF SAID WESTERLY LINE OF LOT 4 OF FAIRVIEW HEIGHTS OFFICE PARK SUBDIVISION; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, NORTH, 60.00 FEET, TO THE SOUTHWEST CORNER OF LOT 9 OF FAIRVIEW HEIGHTS OFFICE PARK 4TH ADDITION SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT LOT 8 OF FAIRVIEW HEIGHTS OFFICE PARK 4TH ADDITION; REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK 89 PAGE 77.



Ludwig Drive Redevelopment Project Area
Tax Increment Financing Redevelopment Plan
City of Fairview Heights, Illinois

EDR
Economic Development Resources

 Area Boundary



"EXHIBIT B"

0 250 500
Feet

PROPOSED ORDINANCE NO. 42-'16

AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE STATE ROUTE 159 NORTH TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

WHEREAS, the City of Fairview Heights, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (the "TIF Act"), within the municipal boundaries of the City of Fairview Heights and within the proposed State Route 159 North Tax Increment Financing Redevelopment Project Area (the "Redevelopment Project Area") as described in the proposed Redevelopment Plan (hereinafter defined), which constitutes in the aggregate more than 1½ acres.

WHEREAS, due notice in respect to the availability of the proposed Redevelopment Plan for the State Route 159 North Tax Increment Financing Redevelopment Project Area (the "Redevelopment Plan") including a proposed Redevelopment Project (the "Redevelopment Project"), which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the proposed Redevelopment Project Area.

WHEREAS, due notice in respect to the availability of the proposed Redevelopment Plan, which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located outside of the proposed Redevelopment Project Area and within 750 feet of the boundaries of the proposed Redevelopment Project Area.

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City Council caused a public hearing (the "Public Hearing") to be held relative to the proposed Redevelopment Plan and Redevelopment Project and the proposed designation of the Redevelopment Project Area on June 14, 2016, at Fairview Heights City Hall.

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity by certified mail on April 20, 2016, by publication on May 26, 2016, and June 2, 2016, and by regular mail to all residential addresses that, after a good faith effort, the City determined are located outside of the proposed Redevelopment Project Area and within 750 feet of the boundaries of the proposed Redevelopment Project Area on April 20, 2016, and by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Redevelopment Project Area on June 2, 2016.

WHEREAS, the City has established and convened a Joint Review Board on May 11, 2016, as required by and in all respects in compliance with the provisions of the TIF Act.

WHEREAS, the proposed Redevelopment Plan and Redevelopment Project set forth the factors constituting the need for abatement of conditions in the proposed Redevelopment Project Area that have led to its eligibility, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the proposed Redevelopment Project Area as the term "blighted area" is defined in the TIF Act and as such term is applied to vacant land.

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Project Area to determine whether private development would take place in the proposed Redevelopment Project Area as a whole without the adoption of the proposed Redevelopment Plan for the proposed Redevelopment Project Area.

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the proposed Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Project Area would be substantially benefited by the proposed redevelopment project improvements.

WHEREAS, the City Council has reviewed the *City of Fairview Heights, 2012 Comprehensive Plan* for the development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Redevelopment Project conform to the City's Comprehensive Plan.

WHEREAS, the City Council has reviewed the public input at the Public Hearing.

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

SECTION 1. The City Council of the City of Fairview Heights hereby makes the following findings:

- a. The area constituting the State Route 159 North Redevelopment Project Area in the City of Fairview Heights, Illinois is described in "EXHIBIT A", attached hereto and made part of this Ordinance, exceeds 1½ acres, and is located in its entirety within the City limits.
- b. There exist conditions which cause the proposed Redevelopment Project Area to be classified as a "blighted area" as such term is defined in Section 11-74.4-3 (a) of the TIF Act.

- c. The proposed Redevelopment Project Area, on the whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.
- d. The Redevelopment Plan and Redevelopment Project conform to the City's Comprehensive Plan for the development of the municipality as a whole.
- e. The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property (and improvements thereon), which will be substantially benefited by the proposed Redevelopment Project improvements, are included in the proposed Redevelopment Project Area.
- f. The estimated dates of completion of the Redevelopment Project and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which payment to the City Treasurer is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted.

SECTION 2. The Redevelopment Plan and Redevelopment Project for the State Route 159 North Redevelopment Project Area, marked as "EXHIBIT B" attached to and made a part of this Ordinance, is hereby approved.

SECTION 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

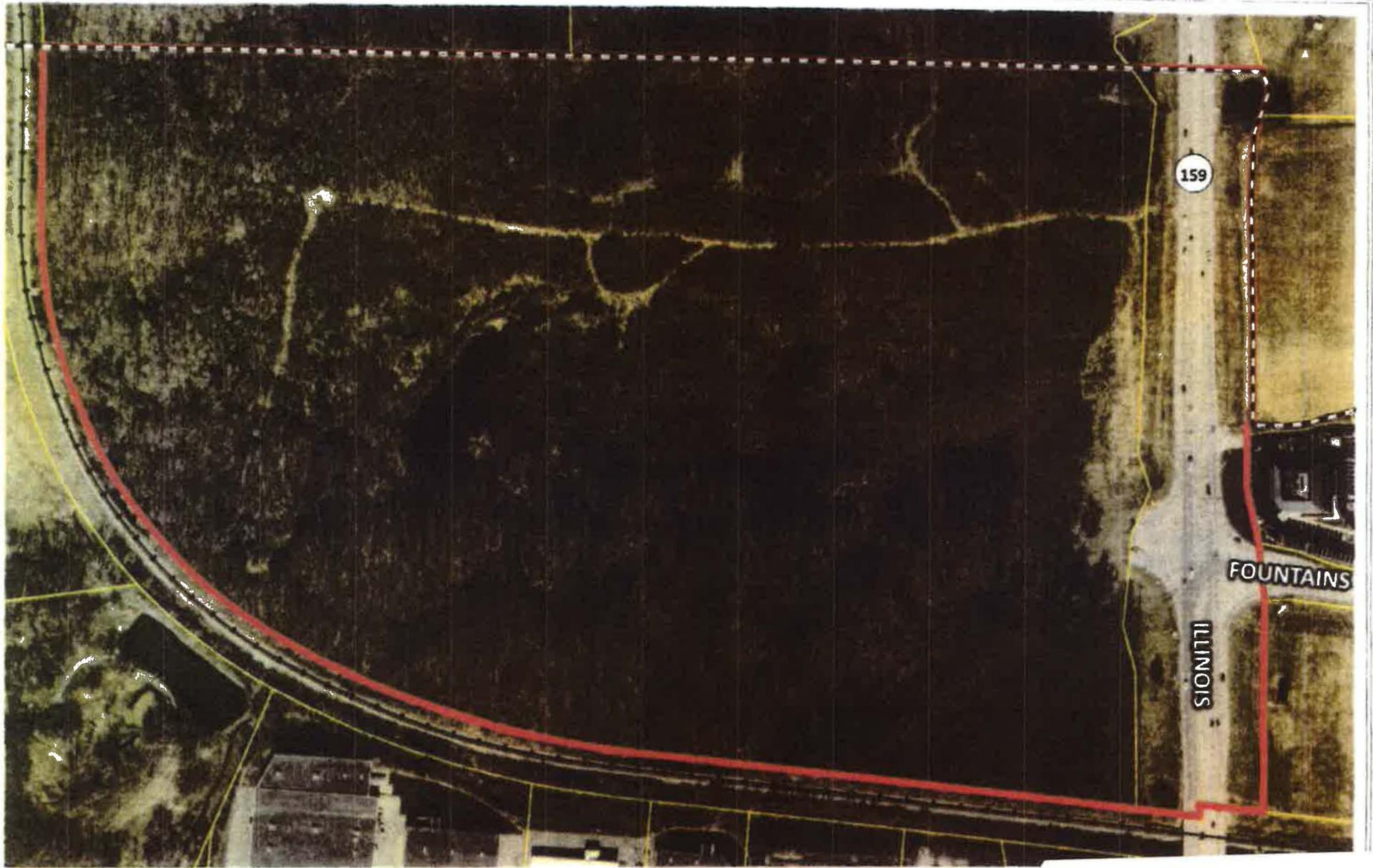
KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

LEGAL DESCRIPTION

PART OF SECTIONS 21 AND 22, IN TOWNSHIP 2 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE CSX RR WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE EAST ALONG THE NORTH LINE AND THE EASTERLY EXTENSION THEREOF, OF A TRACT OF LAND RECORDED AS DOCUMENT NUMBER A01942366 IN THE ST. CLAIR COUNTY RECORDER'S OFFICE, A DISTANCE OF 2,675.00 FEET MORE OR LESS, TO THE EAST LINE OF ILLINOIS STATE ROUTE 159; THENCE SOUTH, ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 159 TO THE NORTH RIGHT OF WAY LINE OF CSX RR; THENCE WESTERLY AND NORTHERLY ALONG THE NORTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING.

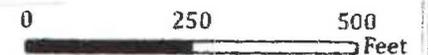


State Route 159 North Redevelopment Project Area
Tax Increment Financing Redevelopment Plan
City of Fairview Heights, Illinois

 Economic Development Resources

-  Municipal Boundary
-  Area Boundary

"EXHIBIT B"



PROPOSED ORDINANCE NO. 43-'16

**AN ORDINANCE DESIGNATING AND APPROVING
THE STATE ROUTE 159 NORTH TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA.**

WHEREAS, the City of Fairview Heights, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (the "TIF Act"), for the proposed Redevelopment Plan for the State Route 159 North Tax Increment Financing Redevelopment Project Area (the "Redevelopment Plan") within the municipal boundaries of the City of Fairview Heights and within the State Route 159 North Tax Increment financing Redevelopment Project Area as described in Exhibit A attached to this Ordinance (the "Redevelopment Project Area"), which constitutes in the aggregate more than 1½ acres; and,

WHEREAS, the City Council has heretofore adopted Proposed Ordinance No. 42-'16 approving the Redevelopment Plan and Redevelopment Project as described therein; and,

WHEREAS, due notice in respect to the availability of the Redevelopment Plan, which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the proposed Redevelopment Project Area; and,

WHEREAS, due notice in respect to the availability of the Redevelopment Plan, which contains an eligibility report, was given by mail on April 20, 2016, pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the State Route 159 North Tax Increment Financing Redevelopment Project Area; and,

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City Council caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and the proposed designation of the Redevelopment Project Area on June 14, 2016, at Fairview Heights City Hall; and,

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity by certified mail on April 20, 2016, by publication on May 26, 2016, and June 2, 2016, by regular mail to all residential addresses that, after a good faith effort, the City determined are located outside of the Redevelopment Project Area and within 750 feet of the boundaries of the Redevelopment Project Area on April 20, 2016, and by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Redevelopment Project Area on June 2, 2016; and,

WHEREAS, the City has established and convened a Joint Review Board on May 11, 2016, as required by and in all respects in compliance with the provisions of the TIF Act; and,

WHEREAS, the Redevelopment Plan and Redevelopment Project set forth the factors constituting the need for abatement of conditions in the proposed Redevelopment Project Area that have led to its eligibility, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the proposed Redevelopment Project Area as the term "blighted area" is defined in the TIF Act and as such term is applied to vacant land; and,

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Project Area to determine whether private development would take place in the proposed Redevelopment Project Area as a whole without the adoption of the Redevelopment Plan for the proposed Redevelopment Project Area; and,

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the proposed Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Project Area would be substantially benefited by the proposed redevelopment project improvements; and,

WHEREAS, the City Council has reviewed the *City of Fairview Heights, 2012 Comprehensive Plan* for the development of the municipality as a whole to determine whether the Redevelopment Plan and Redevelopment Project conform to the City's Comprehensive Plan; and,

WHEREAS, the City Council has reviewed the public input at the Public Hearing.

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

SECTION 1. The area constituting the State Route 159 North Tax Increment Financing Redevelopment Project Area in the City of Fairview Heights, Illinois, as described in "EXHIBIT A", attached hereto and made part of this Ordinance is hereby designated and approved as a Redevelopment Project Area pursuant to 11-74.4-4 of the TIF Act. The maps of the Redevelopment Project Area are attached hereto as "EXHIBIT B" and made a part of this Ordinance.

SECTION 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

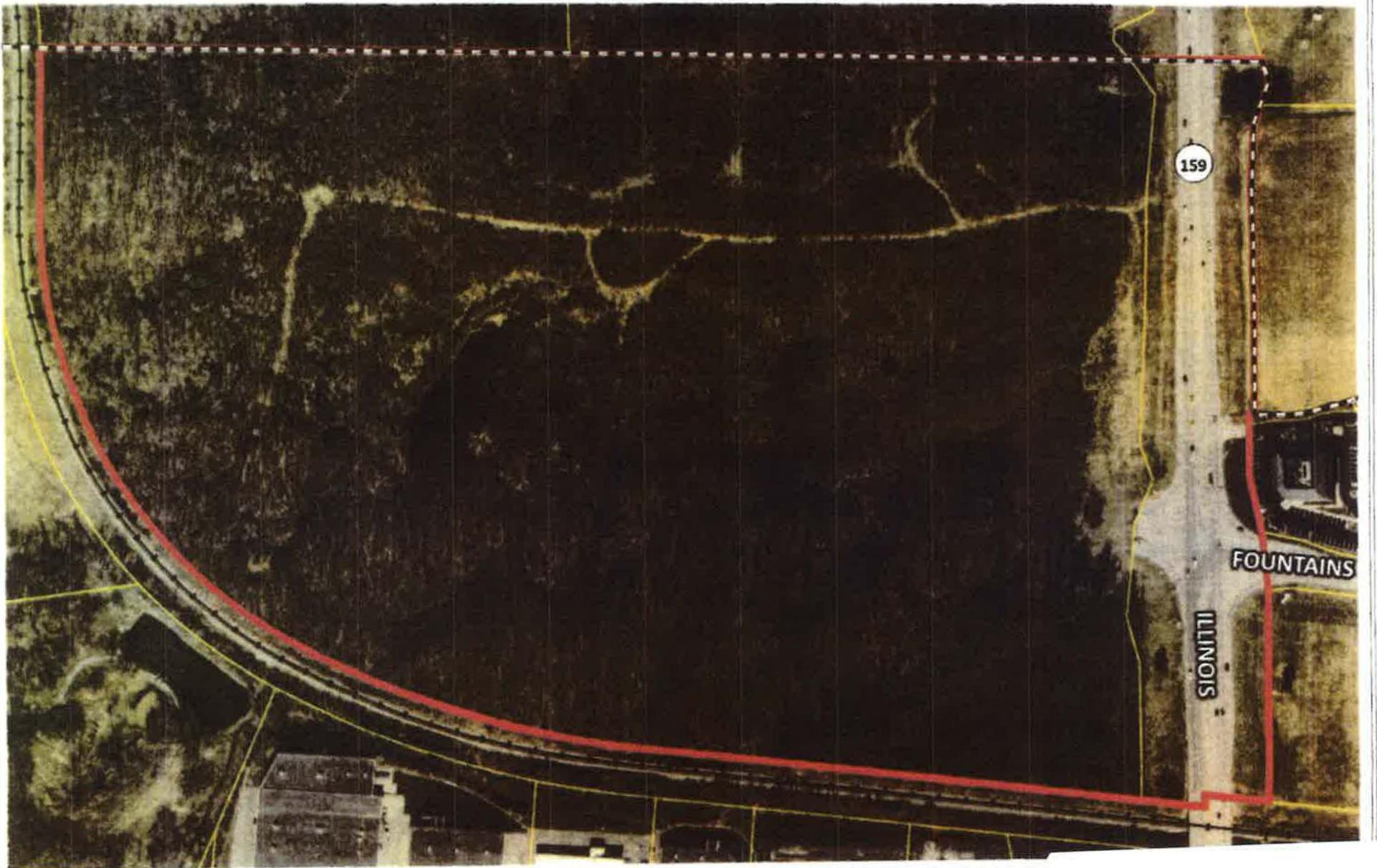
KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

LEGAL DESCRIPTION

PART OF SECTIONS 21 AND 22, IN TOWNSHIP 2 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE CSX RR WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE EAST ALONG THE NORTH LINE AND THE EASTERLY EXTENSION THEREOF, OF A TRACT OF LAND RECORDED AS DOCUMENT NUMBER A01942366 IN THE ST. CLAIR COUNTY RECORDER'S OFFICE, A DISTANCE OF 2,675.00 FEET MORE OR LESS, TO THE EAST LINE OF ILLINOIS STATE ROUTE 159; THENCE SOUTH, ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 159 TO THE NORTH RIGHT OF WAY LINE OF CSX RR; THENCE WESTERLY AND NORTHERLY ALONG THE NORTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING.

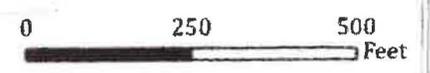


State Route 159 North Redevelopment Project Area
Tax Increment Financing Redevelopment Plan
City of Fairview Heights, Illinois

EDR
Economic Development Resources

-  Municipal Boundary
-  Area Boundary

"EXHIBIT B"



PROPOSED ORDINANCE NO. 41-'16

AN ORDINANCE ADOPTING TAX INCREMENT FINANCING IN THE STATE ROUTE 159 NORTH TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

WHEREAS, the City of Fairview Heights, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (the "TIF Act"), for the Redevelopment Plan for the State Route 159 North Tax Increment Financing Redevelopment Project Area (the "Redevelopment Plan") within the municipal boundaries of the City of Fairview Heights and within the State Route 159 North Tax Increment Financing Redevelopment Project Area as described in "EXHIBIT A" attached to this Ordinance (the "Redevelopment Project Area"), which constitutes in the aggregate more than 1½ acres.

WHEREAS, the City Council has heretofore adopted Proposed Ordinance No. 42-'16 approving the Redevelopment Plan and Redevelopment Project as described therein (the "Redevelopment Project").

WHEREAS, the City Council has heretofore adopted Proposed Ordinance No. 43-'16 designating and approving the State Route 159 North Tax Increment Financing Redevelopment Project Area.

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

SECTION 1. Tax increment financing is hereby adopted to pay or reimburse redevelopment project costs pursuant to the TIF Act and the Redevelopment Plan for the State Route 159 North Tax Increment Financing Redevelopment Project Area in the City of Fairview Heights, Illinois, as described in "EXHIBIT A." The maps of the Redevelopment Project Area are attached hereto as "EXHIBIT B" and made a part of this Ordinance.

SECTION 2. Pursuant to the TIF Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the TIF Act each year after the effective dates of this ordinance until the Redevelopment Project Costs and all municipal obligations financing Redevelopment Project Costs incurred in respect thereto have been paid shall be divided as follows:

That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector of St. Clair County to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the project area shall be allocated to and when collected shall be paid to the City Treasurer who shall deposit said taxes into a special fund called the special tax allocation fund of the City for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

SECTION 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

SECTION 5. The City Clerk shall forthwith transmit to the County Clerk of St. Clair County a certified copy of this Ordinance and Proposed Ordinance No. 42-'16 and Proposed Ordinance No. 43-'16, a legal description of the Redevelopment Project Area, a map of the Redevelopment Project Area, identification of the year 2014 as the year that the County Clerk shall use for determining the total initial equalized assessed value of the Redevelopment Project Area consistent with subsection (a) of Section 11-74.4-9 of the TIF Act, and a list of the parcel or tax identification number of each parcel of property included in the Redevelopment Project Area.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

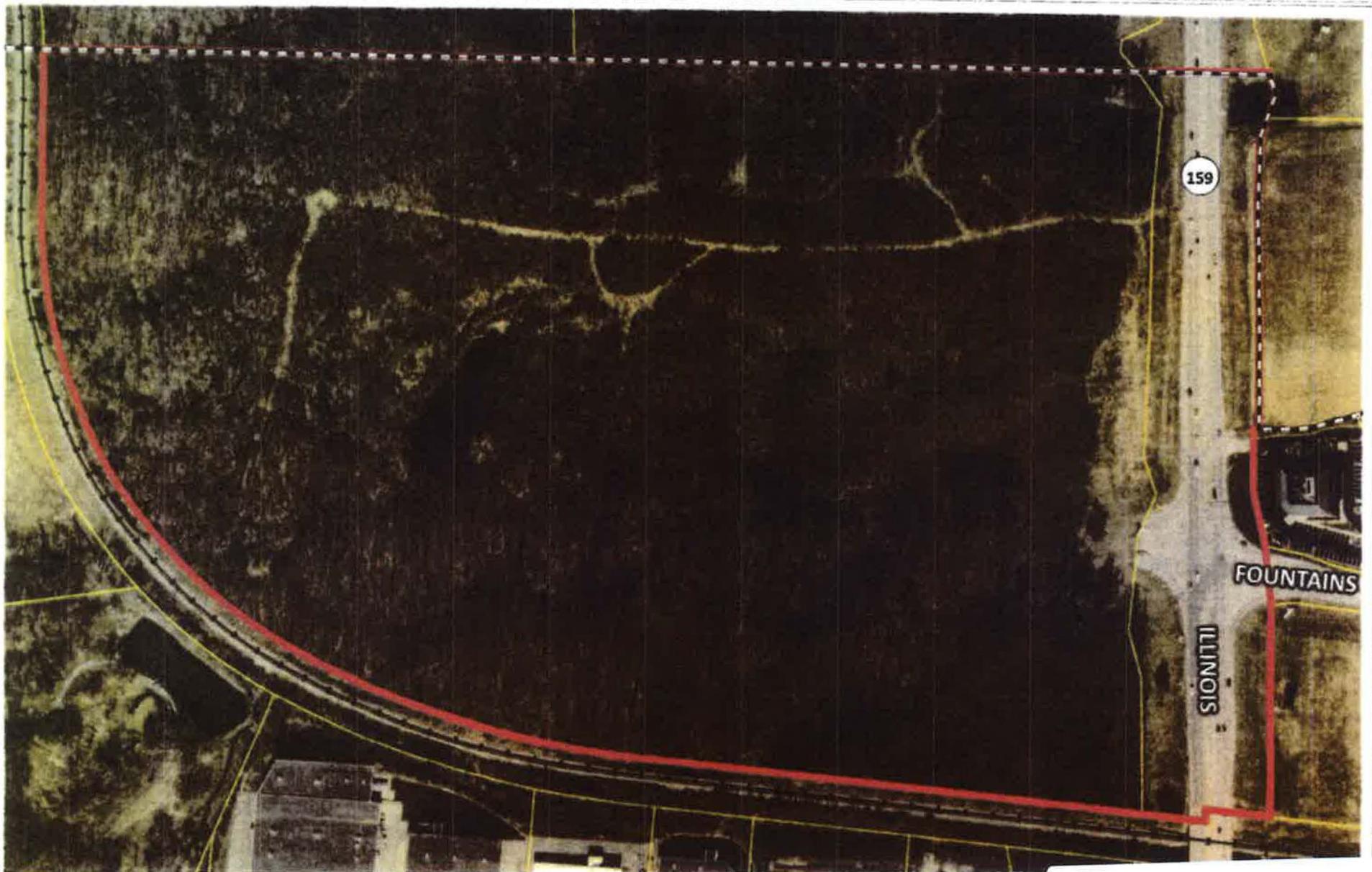
KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

LEGAL DESCRIPTION

PART OF SECTIONS 21 AND 22, IN TOWNSHIP 2 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE CSX RR WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE EAST ALONG THE NORTH LINE AND THE EASTERLY EXTENSION THEREOF, OF A TRACT OF LAND RECORDED AS DOCUMENT NUMBER A01942366 IN THE ST. CLAIR COUNTY RECORDER'S OFFICE, A DISTANCE OF 2,675.00 FEET MORE OR LESS, TO THE EAST LINE OF ILLINOIS STATE ROUTE 159; THENCE SOUTH, ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 159 TO THE NORTH RIGHT OF WAY LINE OF CSX RR; THENCE WESTERLY AND NORTHERLY ALONG THE NORTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING.



State Route 159 North Redevelopment Project Area
Tax Increment Financing Redevelopment Plan
City of Fairview Heights, Illinois

 Economic Development Resources

-  Municipal Boundary
-  Area Boundary

"EXHIBIT B"



AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR POLICE TOW ASSIGNMENTS AND SELECTION OF TOWING SERVICES.

WHEREAS, the Police Department of the City of Fairview Heights is establishing rules and regulations for Police Tow Assignments and Selection of Towing Services.

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

SECTION 1. DEFINITIONS. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Tow truck means a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line or dolly, or is otherwise exclusively used to render assistance to other vehicles.

Towing service means the provision of tow truck services in response to a dispatch or request from the police department or any other municipal department.

Truck means any truck weighing over ten thousand (10,000) pounds.

SECTION 2. FEES. The fee to be paid to the city in order to be placed on the tow roster under SECTION 4 is twenty-five dollars (\$25.00). The initial fee is due and payable upon submission of the application provided for in this article. The renewal fee shall be paid on each anniversary date.

SECTION 3. PURPOSE AND INTENT. It is the intent of this article to prescribe the basic regulations for the operation of tow trucks in the removal of motor vehicles which are illegally parked, abandoned, involved in an accident, subsequent to an arrest, or which constitute an obstruction to traffic or snow removal operations on designated snow routes, or which constitute a public nuisance, other than removal of certain inoperable or

abandoned vehicles under Chapter 2 of Ordinance 190. It is the purpose of the city council in enacting this article to provide a fair and impartial means of distributing city requests for towing services among qualified firms, and to ensure that such services are prompt and reasonably priced and are provided in the best interest of the public, as well as the interest of efficient removal of such vehicles. In enacting this article, it is not the purpose of the council to regulate towing services other than those dispatched or requested by city personnel. Nothing in this chapter shall prohibit the Chief of Police from enacting rules and regulations for the effective administration of tow operations in the City.

SECTION 4. ROSTER. All firms selected and designated to provide towing services under this article shall be listed on a roster to be kept by the police department. The roster of towing firms shall, at all reasonable times, be open to public inspection. The maximum number of towing firms on said roster shall not exceed five (5) firms at any one time. The roster of towing firms shall be effective for a period of two (2) years commencing January 1, 2017.

- 1) While the current number of tow services in use is set at five (5), should any current tow services withdraw or become permanently removed from the tow rotation list, then the number of tow services shall decrease until such time as the maximum number of tow operators does not exceed three (3). It shall remain at a maximum of three (3) operators thereafter.

SECTION 5. ELIGIBILITY. Any towing firm shall become eligible to be listed on the roster and participate in the assignment of service calls by the police department if it has maintained a principal place of business in the city for a period of at least six (6) months prior to the date of application and meets the requirements set forth in this article. No person or towing firm shall be placed on the roster or operate a tow truck on tow roster calls if that person or towing firm or tow operator for that firm has been convicted under the laws of Illinois or any other state of an offense which under the laws of Illinois would be a felony theft of a vehicle or a felony offense under Article 1, Chapter 4 of the Illinois Vehicle Code, or has been fined by the Illinois Commerce Commission.

SECTION 6. APPLICATION. Any towing firm meeting the minimum eligibility requirements may submit a verified application to the city to participate in police towing operations. The application shall be in a form provided by the City Clerk, and shall elicit the following information:

(1) *Business operation:*

- a. *Name of firm.* Indicate whether a corporation or partnership, list all parties having a financial interest in the towing firm, including names and addresses, number of years business has been established in the city.
- b. *Experience.* List number of years and locations of participation in similar police towing services, together with any commendations or written complaints received from governmental agencies in conduct of the business within the last five (5) years.
- c. *Attendants and drivers.* List names, driver's license numbers, and addresses of all attendants and drivers who will conduct the police towing service.
- d. *Equipment.* Describe available equipment to be used in police towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.

(2) *Business location and storage lot:*

- a. *Primary business location.* List location of primary business operation, including dimensions and types of facilities available.
- b. *Storage lot.* List location of storage lots, zoning classification, dimensions thereof, relationship to primary business operation, and the type of protection provided at the lot(s).
- c. Vehicles towed on behalf of Fairview Heights Police shall be stored on a storage lot within the City of Fairview Heights.

SECTION 7. REVIEW OF APPLICATIONS. It shall be the duty of the police chief or his designee to investigate all applications and renewals submitted under this article and place all eligible firms on the roster. The police chief shall disapprove of any application or renewal if, after due investigation, he finds that the applicant does not meet

the minimum requirements set forth in this article or has violated SECTION 15. The police chief shall notify an applicant in writing if an application or renewal is disapproved and state the reasons for such disapproval.

SECTION 8. ASSIGNMENT. Any towing firm listed on the roster shall not assign its place to other towing concerns nor assign any calls without written consent of the police chief.

SECTION 9. TOW TRUCKS; Minimum Equipment Standards. Minimum equipment standards for tow trucks shall be as follows:

- 1) *Truck chassis*: At least one (1) rig of one-ton capacity with rear dual wheels. The police officer on the scene shall determine if greater capacity is needed and shall call upon any service capable of providing that capacity regardless of whether or not the company is on the roster of the city or whether it is their period of time to receive police requests.
- 2) *Company name*: Company name, address or phone number on both sides of tow car.
- 3) *Lights*: Trucks must, at all times, be equipped with such headlights, taillights, red reflectors, stoplights, warning lights, etc., as required by state law, plus one (1) white utility light (adjustable or portable), and may be equipped with such other lights as the owner may desire which are not forbidden by law.
- 4) *Winch*: To be power-driven by power takeoff from transmission equipped with safety dogs or equivalent braking devices.
- 5) *Additional equipment*: Trucks must be equipped with red flares, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical type), portable red taillight and stoplight for towed vehicles, equipment for opening locked vehicles, a safety snubber chain, and oil/chem dry to clean spills.
- 6) Each tow company shall have at least one (1) set of dollies readily available at all times.

SECTION 10. MINIMUM BUSINESS AND STORAGE LOT REQUIREMENTS.

- 1) *Business and storage.* The business and storage lot of a towing firm must be within a reasonable distance of public transportation and the storage lot must be in close proximity to the place of business. The storage lot must have adequate storage space (at least fifty (50) feet by one hundred (100) feet or equivalent area) to accommodate thirty (30) cars, either under cover or well fenced. The firm must exercise ordinary care to keep stored vehicles and contents safe from pilfering.
- 2) *Hours.* There shall be an attendant on call, capable of responding to police requests for towing, as well as to be present or available for the release of vehicles to the authorized party, twenty-four (24) hours a day, seven (7) days a week while in the police department's on call status. An attendant shall be on call to be present or available for the legally authorized recovery of personal items from towed vehicles by an authorized party Monday through Friday from 8:00 a.m. to 5:00 p.m., except on days the business is closed in recognition of holidays or due to a bona fide emergency situation.
- 3) *Records.* Each tow operator shall keep a record of the vehicle and license number; date and time it was towed; location from which it was towed; name of officer ordering the towing; and whether the vehicle was impounded or towed at the owner's request.

SECTION 11. DISPATCHING REQUIREMENTS. All requests for towing service pursuant to this article shall be made through the police department.

- 1) The on call tow service shall normally be available to respond within 15 minutes to a police request for a tow.
- 2) When it becomes evident that there will be a delay in responding to a request for towing service, the towing firm concerned shall advise the police department of this delay.

SECTION 12. REVISION OF RATES; Notice of Hearing.

- 1) The City Council may, from time to time, amend, by resolution after a public hearing, the schedule of fees or rates which may be charged for towing and storage services. The maximum fees to be charged shall not exceed these established rates.
- 2) Rates shall be prominently posted in each tow operator's place of business, in such a manner as is easily visible and readable by persons at the business to retrieve a towed vehicle.
- 3) The established tow rates shall be reviewed by City staff annually.

SECTION 13. REMOVAL OF HAZARDS; Police to Determine Necessity of Removing Vehicles. After being requested by the police department to respond for a tow, the tow truck operator shall cooperate with the police officers in removing hazards and illegally parked vehicles as requested. It is the duty of the police officers to determine when such a vehicle should be impounded or moved, and the tow truck operator shall abide by their decisions. The tow operator shall be responsible for removing the vehicle and all parts and debris from the vehicle from the scene and for clearing the roadway of debris, glass, and fluids. Should the removal of fluids from the roadway be beyond the tow operator's capability, fire services may be summoned to assist.

SECTION 14. IDENTIFICATION OF TOW TRUCKS. Only tow trucks bearing the name of the towing firm called shall be dispatched to the scene of need.

SECTION 15. CONDUCT. All owners of towing firms shall conduct their business in an orderly and businesslike manner. They shall use every means to avoid any conflicts between any interested parties. The primary measure to be used by the city in determining whether a towing firm has violated this section will be the number and type of complaints received by the city from the public. The police department is charged with the investigation and documentation of all complaints related to towing firms. Tow companies shall comply with all Illinois Compiled Statutes concerning the operation of a towing business including but not limited to the following: Chapter 625 ILCS 5/5-

202: Tow or wrecker operators must register tow or wrecker vehicles, 5/12-214.1: Tow trucks meeting federal motor carrier safety requirements; lighting and signaling equipment, 5/12-215: Oscillating rotating or flashing lights on motor vehicles, 5/12-606: Tow trucks; identification; equipment; insurance, 5/4-200-215 Abandoned, lost, stolen, or unclaimed vehicles.

SECTION 16. PROTECTION OF VEHICLES. Vehicles impounded by the police for special investigations, i.e., fingerprints, etc., shall be held in maximum security until cleared by the investigating officers. Contents of vehicles with a police hold shall not be removed.

SECTION 17. RESPONSIBILITY FOR EMPLOYEES' ACTS. The owners of towing firms participating in towing assignments by the police department shall be responsible for the acts of their employees while on duty.

SECTION 18. PERIODIC INSPECTIONS. Towing firms on the roster may be subject to periodic checks of all records, equipment and storage facilities by police officers. A towing firm that fails to produce tow records or allow for inspections of its equipment and facilities at the request of the police, may be immediately suspended from the roster until the investigation in question is resolved.

SECTION 19. DAMAGE APPRAISALS. All vehicles stored or impounded as a result of the tow ordered by the police department shall be made available to the owner of the vehicle or his representative, appropriate insurance agent, insurance adjuster, or appropriate body shop or car dealer, for the purpose of estimating or appraising damages, except vehicles with a police hold for evidence or seizure.

SECTION 20. ACCESS TO VEHICLES. Vehicles impounded by a towing firm shall be accessible to police department personnel.

SECTION 21. ITEMIZED STATEMENTS, When Required.

1. A person conducting towing operations shall furnish an itemized statement of services performed, labor and special equipment used in completing the tow of a vehicle and the charges made therefor to and upon the request of:
 - a. The person requesting the towing service;
 - b. The registered owner of the vehicle towed;
 - c. The insurance carrier of either paragraph (1) or (2) above;
 - d. The duly authorized agent of paragraph (1), (2) or (3) above.
2. A person conducting towing operations shall furnish a copy of the statement to any person authorized by this section to receive the statement without demanding payment as a condition precedent. The chief of police or his designee shall have authority over determining who may have access to towed vehicles ordered by the city during any dispute that may arise from this section.

SECTION 22. VEHICLE REPAIR OR ALTERATION, When Permitted. A person conducting towing operations shall refrain from making any repairs or alterations to a vehicle without first being authorized by a person listed in subsections Section-21 (1) (b), (c), or (d). Parts or accessories shall not be removed from vehicles without authorization except as necessary for security purposes. Under such circumstances, the parts or accessories removed shall be listed on the itemized statement and stored until final disposition of the towed vehicle. This section shall not be construed to prohibit persons conducting towing operations from making emergency alterations necessary to permit the removal by towing of vehicles.

SECTION 23. PROPERTY REQUIREMENTS. The property used for the towing and storage operations must meet all applicable requirements of the City Ordinance and State or Federal laws and regulations, including but not limited to, all zoning, building, health and safety requirements.

SECTION 24. STORAGE LOT CAPACITY. At no time shall the storage lot of a towing firm be filled to more than ninety (90) percent capacity. Should the lot be filled greater than that limit, the city may suspend towing services pursuant to this article until such time as the number of the vehicles in the lot is reduced to within the above-stated capacity.

SECTION 25. DEVIATION FROM ROSTER. Any and all tow truck operators not selected and designated pursuant to this article are prohibited from removing from the public streets and towing away any vehicles involved in the situations as set forth in the preamble of this article; provided, however, that the owner or operator of the vehicle involved in the aforesaid situations may designate any towing service to be used for the towing away of the vehicle and/or may designate the destination of the towed vehicle. When feasible, the investigating police officer may allow a tow service of the vehicle operator's choice to be summoned, except in cases of tows related to police arrests, regardless of whether the selected tow service is on the Police Department's authorized call out list.

SECTION 26. INSURANCE.

1. Each towing firm listed on the roster, as of the date of effect of this ordinance, shall have in full force and effect, during the period the firm remains on the roster, public liability, property damage and fire and theft insurance coverage. The city shall be listed as an additional insured on each policy. Proof of such coverage shall be a minimum eligibility requirement. The amounts of public liability and property damage coverage shall not be less than:
 - a. Public liability, five hundred thousand dollars (\$500,000.00) per each accident.
 - b. Property damage, fifty thousand dollars (\$50,000.00) per each accident.
2. Each towing firm listed on the roster after the date of enactment of this ordinance, including those firms who are renewing prior applications, shall

have in full force and effect, during the period the firm remains on the roster, insurance coverage meeting the minimum requirements as follows:

- a. *Comprehensive general liability*: Must include the following industry standard forms of insurance:
 - i. Premises/operation coverage;
 - ii. Products and completed operations coverage;
 - iii. Blanket contractual liability;
 - iv. Five hundred thousand dollars (\$500,000.00) combined single limit, or five hundred thousand dollars (\$500,000.00) bodily injury and two hundred fifty thousand dollars (\$250,000.00) property damage.
 - b. *Comprehensive auto liability*: Must include the following endorsements:
 - i. All owned autos, hired-car coverage, and employers non-owned auto coverage;
 - ii. The policy shall not contain a radius restriction of less than fifty (50) miles;
 - iii. Fifty thousand dollars (\$50,000.00) on hook liability.
 - c. *Garage keeper's legal liability or motor truck cargo*: The towing firm shall provide coverage for the vehicles in their custody. Either a motor truck cargo policy, listing all storage lots as terminal locations or garage keepers' legal liability shall be required. The minimum amount of coverage shall be no less than fifty thousand dollars (\$50,000.00).
 - d. *Workers' compensation and employers' liability*: Statutory limits for workmen's compensation and a one hundred thousand dollar (\$100,000.00) employers' liability limit.
3. Each towing firm shall supply the city with a certificate of insurance, which indicates coverage for the above mentioned minimum insurance requirements and carries the provision that said insurance shall not be cancelled without giving the city at least thirty (30) days' notice of cancellation or material change. The certificate of insurance shall also name the city as additional insured.

SECTION 27. POLICE DEPARTMENT HELD HARMLESS. If any firm listed on the roster performs towing services in a manner not in accordance with the provisions contained in this article, the police department and the City of Fairview Heights are held harmless from any and all liability or damage arising therefrom.

SECTION 28. REMOVAL OR SUSPENSION FROM ROSTER.

- 1) Any deviation from the requirements established in this article, except for violations of section SECTION 18, or failure at any time to provide reasonable, quick and efficient service at the rates prescribed may result in the temporary suspension for no more than thirty (30) days or removal of the name of such firm from the roster upon the recommendation of the police chief for a first offense within a 12 month period.
- 2) The police chief shall provide the tow operator with written notice at least fifteen (15) days prior to the effective date of the suspension/removal by delivering said notice to the tow operator's place of business. Said written notice shall include; 1) the effective date of the suspension/removal; 2) whether the suspension/removal is temporary or permanent; 3) the allegations which form the basis of the suspension/removal; 4) the actions, if any, the tow operator may take to prevent the suspension/removal from occurring; and 5) the procedure which the tow operator must follow to request a hearing to appeal the suspension/removal. If a hearing is requested, the city's administrative hearing officer shall act as hearing officer. The hearing shall be informal and provide both sides with the opportunity to present all evidence relevant to the suspension/removal. The hearing officer shall issue a written decision based upon a preponderance of the presented evidence within seven (7) days of the hearing. The opinion will be sent to the tow operator's business address with a copy retained in the tow operator's application file. The city or the tow operator may contest the decision of the hearing officer in any manner provided by law.

- 3) A tow operator must request a hearing by: 1) calling the Mayor's office within ten (10) days of receiving a notice of suspension/removal; and 2) scheduling a hearing. Leaving a message with the Mayor's office. The Mayor's office must provide a time for the hearing that is within ten (10) calendar days of receiving notice of the suspension/ removal. If the tow operator is unavailable at the time provided by the city, the city shall not be bound by ten (10) day period and the suspension/removal will not be stayed. If the city is unable to provide a hearing time within the applicable time period, all action on the suspension/removal shall be stayed until the hearing.

SECTION 29. SOLICITATION OF BUSINESS. No wrecker may respond to the scene of an accident or emergency for the purpose of towing vehicles unless specifically called there by the police or person involved in the accident or emergency. This section is intended to prohibit wrecker owners from soliciting business at the scenes of accidents and emergencies and shall not be construed to prohibit any wrecker from contracting with any person, firm or corporation providing the wrecker owner, his agents, and employees do not solicit towing contracts at the scenes of accidents or emergencies.

SECTION 30. SPECIAL SITUATIONS.

1. Storage fees may be charged for each calendar day, or fraction thereof, that a vehicle is in storage. This includes the date the vehicle is brought in to storage and the date the vehicle is taken out from storage.
2. No storage fees shall be charged on vehicles while the police department has a hold placed on the vehicle for evidence, processing, or seizure.
3. The fees regulated by this ordinance apply to motorized vehicles and trailers, less than a one-ton truck.
4. Tows for vehicles owned by the City of Fairview Heights of under a one-ton truck shall only be charged for standard tow fee, winching, and mileage (for those miles outside the City of Fairview Heights).

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD, CITY CLERK

PROPOSED ORDINANCE NO. 45-'16

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE," CHAPTER 24, MOTOR VEHICLE CODE, SCHEDULE B, STOP AND THROUGH INTERSECTIONS BY ADDING HARBOR WOODS DRIVE (SOUTHBOUND) AT NORTHSORE DRIVE AND WOLFHOLLOW LANE (EASTBOUND) AT TIMBERPOINT COURT.

WHEREAS, it has been determined to be in the best interest of the motoring public in the City of Fairview Heights and for the safety, welfare and protection of the residents of the City of Fairview Heights to amend Ordinance No. 190, "The Revised Code," Chapter 24, Motor Vehicle Code, Schedule B, Stop and Through Intersections.

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

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 24, MOTOR VEHICLE CODE, SCHEDULE B, STOP AND THROUGH INTERSECTIONS, by adding in alphabetical order as follows

<u>"STOP STREET</u>		<u>THROUGH STREET</u>
HARBOR WOODS DRIVE (Southbound)	at	NORTHSORE DRIVE
WOLFHOLLOW LANE (Eastbound)	at	TIMBERPOINT COURT"

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

**A RESOLUTION ESTABLISHING TOWING
CHARGE RATES FOR POLICE TOW
ASSIGNMENTS**

WHEREAS, the Fairview Heights Police Department is establishing towing charge rates for Police Tow Assignments.

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

1. The authority to establish maximum tow fees allowable for police tow assignments is established under Ordinance No. 190, Chapter 24, "An Ordinance Establishing Rules and Regulations for Police Tow Assignments and Selection of Towing Services."
2. The following maximum rates shall be in effect, as of date of passage of this resolution:

ACTION	FEE
Standard Tow	\$180
Flatbed or Dollies – Add	\$80
Assists (No Tow) (Includes tire changes, battery jumpstarts, etc)	\$80
Mileage (out of City)	\$5.00 per mile
Winching Services	\$100 and up
Storage – Inside	\$75 per day
Storage – Outside	\$50 per day
Administrative Fee	\$35
After Hour Gate Fee (for owner access or pick up)	\$75
Accident Scene Clean-up	\$50 and up
Additional Services Rate	\$75 per half hour

3. The tow operator may charge for any regulatory fees as established by a local, state, or federal agency. Such regulatory fees shall be detailed upon the billing provided.
4. The rates established by this resolution shall remain in effect until such time as this resolution is amended or repealed.

PASSED:

APPROVED:

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD, CITY CLERK

PROPOSED RESOLUTION NO. 66-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SCHILDKNECHT LAWN CARE, FOR LAWN MOWING, WEED CLEARING, NUISANCE ABATEMENT AND TRASH/DEBRIS REMOVAL SERVICE FROM July 19, 2016 TO APRIL 30, 2017.

WHEREAS, the City of Fairview Heights is desirous of maintaining the aesthetic appearance of property in the City; and

WHEREAS, the City of Fairview Heights has the authority to order property which is not maintained to the standards as set forth in the City's Nuisance Regulations; and

WHEREAS, there are from time to time private properties in the City which are in violation of these regulations as a result of grass/weeds which have grown in excess of 8 inches, other nuisance conditions or contain trash/debris; and

WHEREAS, the City has the authority to order the aforementioned nuisance conditions abated if the owner of the property has not done so after receiving due notice; and

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 from July 19, 2016 to April 30, 2017 with Schildknecht Lawn Care, 823 N. Cherry St. #3, O'Fallon, IL 62269 pursuant to the Agreement attached hereto, made a part hereof, and marked "EXHIBIT A".

PASSED:

APPROVED:

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHLD - CITY CLERK

“EXHIBIT A”

CITY OF FAIRVIEW HEIGHTS

2016-2017

GRASS MAINTENANCE AGREEMENT

This Agreement is entered into this 19th day of July, 2016, between Schildknecht Lawn Care, hereinafter called “Contractor” and the City of Fairview Heights, 10025 Bunkum Road, Fairview Heights, Illinois 62208, hereinafter called “City”.

- 1) For the period of July 19, 2016 to April 30, 2017, Contractor agrees, at the direction of the City, to cut and maintain the grass of certain designated properties.
- 2) All work shall be completed in a professional and workmanlike manner within three working days, weather and conditions permitting, from the date of notification by the City.
- 3) Contractor shall be paid at the rate of Thirty Seven Dollars and Fifty Cents (\$37.50) per hour for grass mowing on flat terrain, hilly, uneven or otherwise irregular terrain and additional work such as yard/brush clean up, trash pick up, hauling away and board up. Materials used in board up and tipping fees are at an additional cost.
- 4) Contractor shall comply with the City’s requirements for Workmen’s Compensation and Liability insurance.
- 5) Said work shall not be subcontracted without the City’s written permission.
- 6) City shall pay Contractor after submission of proper invoice showing work and itemized charges completed and submitted on the 25th of each month.

DATE: _____

CONTRACTOR SIGNATURE

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD, CITY CLERK

PROPOSED RESOLUTION NO. 67-'16

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT WITH THE KILIAN CORPORATION FOR THE KASSING AVENUE ROADWAY IMPROVEMENTS PROJECT.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the Kassing Avenue Roadway Improvements project as specified in the proposal documents dated June 17, 2016; and

WHEREAS, The Kilian Corporation 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 The Kilian Corporation, 608 South Independence Street, P.O. Box A, Mascoutah, Illinois 62258-0187 for work related to the Kassing Avenue Roadway Improvements project for the sum of THREE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS AND FIFTY CENTS (\$322,724.50) pursuant to the proposal 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		
The Kilian Corporation		
Contractor's Name		
608 S. Independence St.		A
Street		P.O. Box
Mascoutah	IL	62258
City	State	Zip Code

STATE OF ILLINOIS

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

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE KASSING AVENUE
SECTION NO. N/A
TYPES OF FUNDS CITY FUNDS/HOME RULE

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 Kassing Avenue

1. THIS AGREEMENT, made and concluded the _____ day of _____, Month and Year, between the City of Fairview Heights acting by and through its Mayor known as the party of the first part, and The Kilian Corporation his/their executors, administrators, successors or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section Kassing Avenue, in Fairview Heights approved by the Illinois Department of Transportation on N/A, are essential documents of this contract and are a part hereof.

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

Attest: _____ Clerk
(Seal)

The Mayor of Fairview Heights
By _____
Party of the First Part
(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 Kassing Avenue
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)



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
The Kilian Corporation		
Contractor's Name		
608 S. Independence St.,		A
Street	P.O. Box	
Mascoutah, IL 62258-0187		
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. KASSING AVENUE
SECTION NO. N/A
TYPES OF FUNDS CITY FUNDS/HOME RULE

SPECIFICATIONS (required)

PLANS (required)

For Municipal Projects
Submitted/Approved/Passed
[Signature]
 Mayor President of Board of Trustees Municipal Official
6-17-16
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 N/A
Route Kassing Avenue

Sealed proposals for the improvement described below will be received at the office of the City Clerk,
City of Fairview Heights-10025 Bunkum Road, Fairview Heights, IL 62208 until 10:00 AM on July 1, 2016

Sealed proposals will be opened and read publicly at the office of the Public Works Director
City of Fairview Heights-10025 Bunkum Road, Fairview Heights, IL 62208 at 10:00 AM on July 1, 2016

DESCRIPTION OF WORK

Name Kassing Avenue Roadway Improvements Length: 1097.84 feet (0.21 miles)
Location Kassing Avenue between Bonita Boulevard and IL Route 159
Proposed Improvement Grading, Demolition, Pavement, Curb & Gutter, Storm Sewer, Manholes, Driveway Demo/Replace,
Catch Basins, and Incidentals

1. Plans and proposal forms will be available in the office of City of Fairview Heights- 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 N/A
Route Kassing Avenue

1. Proposal of Kassing Avenue Roadway Improvements

for the improvement of the above section by the construction of (re-construction of) Kassing Avenue between Bonita Boulevard and IL Route 159 with either a bituminous, including new storm sewer.

a total distance of 1097.84 feet, of which a distance of 1097.84 feet, (0.210 miles) are to be improved.

2. The plans for the proposed work are those prepared by SCS Aquaterra and approved by the Department of Transportation on

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 70 working days or by unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City of Fairview Heights Treasurer of

The amount of the check is ().

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number

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

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>St. Clair</u>
Local Public Agency	<u>Fairview Heights</u>
Section Number	<u>N/A</u>
Route	<u>Kassing Avenue</u>

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 N/A
Route Kassing Avenue

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

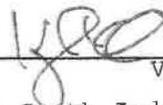
Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name The Kilian Corporation

Signed By  Kenneth J. Kilian
Vice President / Secretary

Business Address 608 South Independence Street, P.O. Box A
Mascoutah, Illinois 62258-0187

Inset Names of Officers

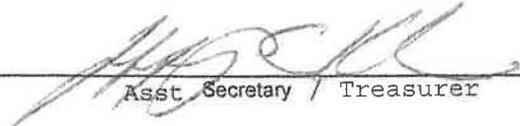


President James R. Kilian

Secretary Kenneth J. Kilian

Treasurer Jeffrey C. Kilian

Attest:


Asst. Secretary / Treasurer



Local Agency Proposal Bid Bond

Route Kassing Ave. Roadway Improvements
County St. Clair
Local Agency City of Fairview Heights
Section

RETURN WITH BID

PAPER BID BOND

WE The Kilian Corporation, 608 South Independence, P.O. Box A, Mascoutah, IL 62258-0187 as PRINCIPAL.
and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183-6014 (860) 277-0111 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. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly 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 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 1st day of July, 2016

Principal

By: The Kilian Corporation (Company Name)
By: Kenneth J. Kilian (Signature and Title) V. Pres./Secretary

Surety

Travelers Casualty and Surety Company of America (Name of Surety)
By: Barbara J. Lemm (Signature of Attorney-in-Fact)

STATE OF Illinois
COUNTY OF St. Clair

I, Sharon A. Weier, a Notary Public in and for said county, do hereby certify that Kenneth J. Kilian and Barbara J. Lemm

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.

OFFICIAL SEAL

SHARON A. WEIER

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 24, 2018

Given under my hand and notarial seal this 1st day of July, 2016
My commission expires 7/24/18

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. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-in Fact No. 229546

Certificate No. 006565520

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dennis D. Flatness, Dennis W. Lutz, Talfra S. Holman, Susan M. Stefanski, and Barbara J. Lemm

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of October, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal, My Commission expires the 30th day of June, 2016.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 20 16

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Return with Bid

Route Kassing Avenue
County St. Clair
Local Agency Fairview Heights
Section

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:

Blank lines for listing subcontractors.

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.

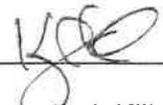
Illinois Laborers' and Contractors' Training Trust Fund - Mt. Sterling, IL/ Operating Engineers-Granite City, IL// Plasters & Cement Masons, Troy, IL/ International Brotherhood of Teamsters-Jt. Council No. 25 Training Fund/ Iron Workers Local 392, East St. Louis, IL/ Painters and Wallpaper Hangers District Council 2 and Signatory Contractors JT. Appr. Program/ Southwest Illinois Electricians J.A.T.C., Collinsville, IL/ Southern IL Carpenters Training Center J.A.T.C., Belleville, IL.

Blank lines for additional program names.

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: The Kilian Corporation

By: 
(Signature)

Address: P.O. Box A, Mascoutah, IL 62258-0187

Title: Kenneth J. Kilian, Vice President

RETURN WITH BID



Affidavit of Illinois Business Office

County St. Clair
Local Public Agency Fairview Heights
Section Number N/A
Route Kassing Avenue

State of Illinois)
) ss.
County of St. Clair)

I, Kenneth J. Kilian of Mascoutah, Illinois
(Name of Affiant) (City of Affiant) (State of Affiant)

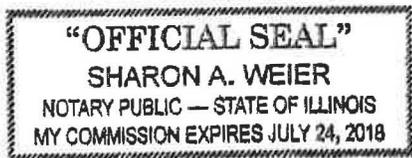
being first duly sworn upon oath, states as follows:

1. That I am the Vice President/Secretary of The Kilian Corporation
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, The Kilian Corporation, will maintain a
(bidder)
business office in the State of Illinois which will be located in St. Clair 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.

Kilian
(Signature)
Kenneth J. Kilian
(Print Name of Affiant)

This instrument was acknowledged before me on 1st day of July, 2016

(SEAL)



Sharon A. Weier Sharon A. Weier
(Signature of Notary Public)

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: Kassing Avenue Roadway Improvements

Company Name: The Kilian Corporation

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes No

Signature:  Kenneth W. Kilian, Vice Pres./Secretary

Date: July 1st, 2016

80173

RETURN WITH BID

"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 _____ 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 _____.

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:

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.

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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 _____ (Owner), and nothing contained herein shall be construed to prohibit or restrict _____ (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

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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.

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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.

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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.

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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.

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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.

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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.

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- 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 ex parte. 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.

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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: July 1st, 2016



(Contractor Representative) Kenneth J. Kilian
Vice Pres./Secretary

The Kilian Corporation

(Firm's Name)

608 South Independence Street

(Firm's Address)

Mascoutah, IL 62258-0187

618-566-2000

(Phone Number)

Date: _____

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

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SPECIAL PROVISIONS

The following special provisions supplement the Illinois Department of Transportation *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 invitation for bids and Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheets included herein which apply to and govern the Kassing Avenue Roadway Improvements, in Fairview Heights, Illinois in St. Clair County; and in the case of conflict with any part or parts, of said specification, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

This project consists of grading, demolition, pavement, curb and gutter, storm sewer, manhole, driveway demolition and replacement, catch basins, and incidentals. The project begins on the East side of Bonita Boulevard and proceeds east down Kassing Avenue to the West side of Illinois Route 159, for a distance of 1097.84-feet of improvements.

COMPLETION OF WORK

The CONTRACTOR shall substantially complete the project within 70 working days of the Notice to Proceed. Substantially Complete shall be defined as completing all storm sewers, curb and gutter, pavement and driveway items for initial review by the ENGINEER, and permanently open to all traffic. Completion of the contract in its entirety will be defined as completing all items listed as deficient by the ENGINEER during the final inspection.

Failure to complete the work on time shall be in accordance with Article 108.09 of the *Standard Specifications*.

PROPOSAL GUARANTEE

The proposal guarantee of 5% of the bid price shall consist of one of the following acceptable measures: certified check, bank cashier's check, bank draft, (all payable to the "the City of Fairview Heights"), or bid bond utilizing the form BLR 12230 located at the end of the proposal.

CONTRACTOR RESPONSIBILITY

It is the responsibility of the bidding CONTRACTOR to inspect the project site and make provisions in his/her bid to account for any field conditions that may be encountered during the performance of the work associated with this contract.

SAFETY AND PROTECTION

A. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the work and other persons and organizations who may be affected thereby;
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property on the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

CONTRACTOR shall be responsible for parking notices as required to prosecute work. All damage, injury, or loss to any property referred to in paragraph 2 or 3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, or SUBCONTRACTOR, or SUPPLIER, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

B. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

C. In EMERGENCIES affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt, written notice if CONTRACTOR believes any significant changes in the work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order will be issued to document the consequences of the changes or variations.

SAFETY AND HEALTH

The CONTRACTOR shall be responsible for enforcing all O.S.H.A. Safety and Health Standards (29 CFR 1926/1910), pertaining to the construction industry, as established by the United States Department of Labor, Occupational Safety and Health Administration 2207. Safety and training sessions for workmen shall be conducted by the CONTRACTOR and chemical suppliers before work is begun. CONTRACTOR shall notify ENGINEER one week in advance of meeting and representatives of the ENGINEER, Fire Chief, and Pretreatment Coordinator Offices shall attend.

J.U.L.I.E.

This work shall be done in accordance with Article 107.31 of the Standard Specifications, except as herein modified.

Because a minimum 48 hours advance notice is required for notification to utilities, the CONTRACTOR will be required to give the ENGINEER 96 hours notice, in writing, for a specific area prior to beginning any excavation.

Locations of proposed sign posts, guardrail, sign, light or signal foundations, etc., shall be staked and then notice provided as above.

If any of the location markers placed by a utility company in conformance with this procedure are destroyed by CONTRACTOR operations, the CONTRACTOR shall immediately notify the utility OWNER and bear the cost of remarking the facilities at his own cost and expense. Compliance with this special provision shall be considered incidental to the contract and no additional compensation will be allowed for any cost incurred.

COUNTY: St. Clair
TOWNSHIP: Caseyville
SECTION: 33
QUARTER SECTION: NE

WORK TO BE PERFORMED BY OTHERS

The CONTRACTOR's attention is called to the utility facilities within the R.O.W. limits of construction. Unless otherwise provided, the adjustment of the various facilities will be performed by others.

The Contract Drawings may not show the location of all utility facilities or the manner in which the adjustment will be made. In the event the CONTRACTOR desires more detailed information on the location of facilities and the working schedules for adjusting the same, it is suggested that it be obtained from the attached status of utilities to be adjusted or the utility company involved. As far as it can be determined, the following utility companies may have facilities requiring adjustment:

Water Illinois American Water Company
300 North Water Works
Belleville, IL 62221

City of O'Fallon – Public Works Department
255 South Lincoln
O'Fallon, IL 62269

Sewer	Caseyville Township Waste Water 1 Ecology Drive O'Fallon, IL 62269
Electric	Ameren IP 1050 West Boulevard Belleville, IL 62221
Gas	Ameren IP 1050 West Boulevard Belleville, IL 62221
Telephone	Clearwave Communications 1095 North Greenmount Road, Suite 300 Shiloh, IL 62221 AT&T 203 Goethe Avenue Collinsville, IL 62234
Cable	Charter Communications 7645 Magna Drive Belleville, IL 62221

TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH

The intent of this pay item is to provide suitable material for the backfilling of all areas disturbed by construction that will receive seed, fertilizer and mulch. The material shall be completely free of rock and other material and shall be in accordance with the Illinois Standard Specifications for Road and Bridge Construction, Article 1081.05(a), Topsoil (Furnished from outside of the R.O.W.)

PIPE CULVERT REMOVAL

Existing culverts located within the construction limits and designated for removal as shown on the Contract Drawings, shall be removed in accordance with Section 501 and 551 of the Standard Specifications for Road and Bridge Construction, and become the property of the CONTRACTOR.

This work shall consist of all required excavation, complete removal and satisfactory disposal of existing pipe culverts and end treatments.

This work will be paid for at the contract unit price bid per foot for PIPE CULVERT REMOVAL, of the diameter specified on the Contract Drawings.

STORM SEWER REMOVAL

Existing storm sewers located within the construction limits and designated for removal as shown on the Contract Drawings, shall be removed in accordance with Section 501 and 551 of the Standard Specifications for Road and Bridge Construction, and become the property of the CONTRACTOR.

This work shall consist of all required excavation, complete removal and satisfactory disposal of existing storm sewers and end treatments.

This work will be paid for at the contract unit price bid per foot for STORM SEWER REMOVAL, 15”.

RELOCATE EXISTING MAILBOX

Existing mailbox located and shown on the Contract Drawings, or as designated by the ENGINEER, which is to be removed prior to or during construction, shall be re-erected in the location which existed prior to construction or as directed by the Contract Drawings or ENGINEER.

The CONTRACTOR shall take adequate precautions in preserving and protecting the mailbox during construction. Mailbox which becomes damaged due to construction shall be replaced in kind at the CONTRACTOR’s expense.

This work shall be paid for at the contract unit price bid per each for RELOCATE EXISTING MAILBOX.

RELOCATE EXISTING SIGNS

This work shall consist of furnishing all labor, materials and equipment necessary to complete Relocate Existing Signs, and shall conform to section 724 of the Standard Specifications for Road and Bridge Construction.

The CONTRACTOR shall remove the existing signs and posts as shown and detailed in the contract plans, store in a safe and secure off site area, and re-erect after related construction activities are complete. All damaged sign panels will be replaced at the expense of the CONTRACTOR.

This work shall be paid for at the contract unit price each for RELOCATE EXISTING SIGNS.

COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12

All combination concrete curb and gutter shall be in accordance with Section 606 of the *Standard Specifications for Road and Bridge Construction*, except as modified by this Special Provision.

The existing curb and gutter shall be saw cut and removed as detailed on the Contract Drawings. The proposed concrete curb and gutter shall be constructed to the lines and grades as detailed on the Contract Drawings. A transition shall be made from the proposed curb and gutter to match the existing curb and gutter as shown on the Contract Drawings.

All cost for labor, materials, and equipment necessary to complete the required work under this Special Provision shall be paid for at the contract unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12.

EARTH EXCAVATION

This work shall consist of furnishing all labor, materials and equipment necessary to perform Earth Excavation in accordance with Section 202 of the *Standard Specifications for Road and Bridge Construction*.

MATERIAL TESTING

The City of Fairview Heights will be responsible for all the necessary testing associated with this contract.

EROSION CONTROL

This work shall consist of furnishing all labor, materials and equipment necessary to construct Erosion Control as detailed in the Contract Plans and in accordance with Section 280 of the *Standard Specifications for Road and Bridge Construction*, except as modified by this Special Provision.

The ENGINEER may direct the CONTRACTOR to install Erosion Control other than what is detailed on the Contract Drawings. Any additional materials and work required by the City of Fairview Heights shall be paid for as specified in Article 109.04 of the *Standard Specifications for Road and Bridge Construction*.

This work shall be measured for payment according to Article 280.07 of the *Standard Specifications for Road and Bridge Construction* for the items specified in the contract plans or by the ENGINEER.

This work shall be paid for according to Article 280.08 of the *Standard Specifications for Road and Bridge Construction* for the items specified in the contract plans under INSTALL/MAINTAIN EROSION CONTROL SYSTEM.

NPDES STORM WATER PERMIT

The successful bidder shall be responsible for following the requirements of the NPDES Storm Water Permits for construction activities associated with this project.

INSURANCE

The CONTRACTOR shall furnish the City of Fairview Heights a Certificate (or Certificates) of Insurance when the signed Contract is returned to the City for execution, and shall maintain at all times during the performance of this Contract, the following types of Insurance:

Comprehensive General Liability

Coverage on all Premises and Operations without exclusion, including coverage for Explosion, Collapse and Underground Property Damage, Products and Completed Operations Hazard, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury with minimum limits of Liability to be \$2,000,000 General Aggregate Limit, \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 per occurrence for Bodily Injury and \$1,000,000 per occurrence for Property Damage.

Comprehensive Auto Liability

Coverage on all owned, non-owned and hired vehicles under the control of the Contractor of his Sub-Contractors with the minimum limits of Liability to be \$1,000,000 each person and \$1,000,000 each occurrence for Bodily Injury and \$1,000,00 each occurrence for Property Damage.

Worker's Compensation

Coverage shall be provided for all operations with minimum Employer's Liability Limit to be \$500,000.

The policy(s) must carry the following endorsement: "The City of Fairview Heights, Illinois, a governmental agency: their elected and appointed officials, officers, agents and employees, individually and as elected and appointed officials, officers, agents and employees, in the exercise of their duties relating to the Department of Public Works of Fairview Heights, Illinois, and the Director of Public Works of Fairview Heights, Illinois, individually and as Director of Public Works in Fairview Heights, Illinois," (as additional insured).

Each certificate shall state that the City of Fairview Heights will be given thirty (30) days prior written notice in the event of cancellation of the policy.

The CONTRACTOR shall secure and protect the City of Fairview Heights (OWNER) and its agents from any liability or damage whatsoever, for injury (including death) to any person or property. The CONTRACTOR and all SUBCONTRACTORS shall at all times during the continuance of work under the contract, including extra work in connection therewith; shall maintain insurance in accordance with Article IV, Section 37-4-1 of the City of Fairview Heights Fiscal and Finance Code (Exhibit A):

INDEMNITY CLAUSE

- a) CONTRACTOR shall indemnify and hold safe and harmless the City of Fairview Heights (OWNER) and its agents from all suits, 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 safeguarding 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 SUBCONTRACTORS' employees and agents.
- d) Should any other CONTRACTOR or SUBCONTRACTOR having or who shall hereafter have a contract with the City of Fairview Heights for the performance of work upon the site sustain any damage through any act or omission of the CONTRACTOR hereunder or through any act or omission such other CONTRACTOR for all such damages and to indemnify and hold the City of Fairview Heights harmless from all such claims.
- e) This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.

PREVAILING WAGES

All laborers, operators, mechanics and other such members of the project workforce shall be paid at a rate not less than the prevailing wages set forth by St. Clair County and The Department of Labor.

TRAFFIC CONTROL AND PROTECTION

Please refer to the following in regards to signage and protection:

<u>ROUTE</u>	<u>TRAFFIC CONTROL DEVICE</u>
IL RTE 159 (N)	ROAD CLOSED AHEAD W-20 3(0) W/ INDICATOR ARROW 24 X24
IL RTE 159 (S)	ROAD CLOSED AHEAD W-20 3(0) W/ INDICATOR ARROW 24 X24
IL RTE 159/KASSING	(2) TY III BARRICADES WITH ROAD CLOSED TO THROUGH TRAFFIC
PONTIAC (N)	ROAD CLOSED AHEAD W-20 3(0)
PONTIAC (S)	ROAD CLOSED AHEAD W-20 3(0)
PONTIAC (N)/KASSING	(2) TY III BARRICADES WITH ROAD CLOSED TO THROUGH TRAFFIC
PONTIAC (S)/KASSING	(2) TY III BARRICADES WITH ROAD CLOSED TO THROUGH TRAFFIC
BONITA (N)	ROAD CLOSED AHEAD W-20 3(0) W/ INDICATOR ARROW 24 X24
BONITA (S)	ROAD CLOSED AHEAD W-20 3(0) W/ INDICATOR ARROW 24 X24
BONITA/KASSING	(2) TY III BARRICADES WITH ROAD CLOSED TO THROUGH TRAFFIC
LAKE STRATFORD	ROAD CLOSED AHEAD W-20 3(0)

All barricades and signs shall be equipped with lights.

The "ROAD CLOSED AHEAD SIGNS" proposed for IL RTE 159 shall include an indicator sign depicting "KASSING AVE".

All cost for labor, materials, and equipment necessary to complete the required work under this Special Provision shall be paid for at the contract unit price bid per foot for TRAFFIC CONTROL AND PROTECTION.

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.**

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	
PILEDRIVER		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	
SURVEY WORKER			-->NOT IN EFFECT N	ALL	29.300	29.800	1.5	1.5	2.0	6.050	10.60	0.000	0.800
SURVEY WORKER			-->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, icolators 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, vector 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-Text terrazzo, epoxy matrix ter-razzo, 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.

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)

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BDE SPECIAL PROVISIONS
For the January 15 and March 4, 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>
80240	1	<input type="checkbox"/> Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80274	3	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2016
80192	4	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	<input checked="" type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	6	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50261	7	<input type="checkbox"/> Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8	<input type="checkbox"/> Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9	<input type="checkbox"/> Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10	<input type="checkbox"/> Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	11	<input type="checkbox"/> Coarse Aggregate Quality	July 1, 2015	
80310	12	<input type="checkbox"/> Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341	13	<input type="checkbox"/> Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198	14	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199	15	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	<input type="checkbox"/> Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294	17	<input type="checkbox"/> Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311	18	<input type="checkbox"/> Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	19	<input checked="" type="checkbox"/> Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	20	<input type="checkbox"/> Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	21	<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	22	<input type="checkbox"/> Contract Claims	April 1, 2014	
80029	23	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
80358	24	<input type="checkbox"/> Equal Employment Opportunity	April 1, 2015	
80265	25	<input type="checkbox"/> Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229	26	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80329	27	<input type="checkbox"/> Glare Screen	Jan. 1, 2014	
80304	28	<input type="checkbox"/> Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	29	<input type="checkbox"/> Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	30	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	31	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
80347	32	<input type="checkbox"/> Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 1, 2015
80348	33	<input type="checkbox"/> Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315	34	<input type="checkbox"/> Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351	35	<input type="checkbox"/> Light Tower	Jan. 1, 2015	
80336	36	<input type="checkbox"/> Longitudinal Joint and Crack Patching	April 1, 2014	
80324	37	<input type="checkbox"/> LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
80325	38	<input type="checkbox"/> LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045	39	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	40	<input type="checkbox"/> Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165	41	<input type="checkbox"/> Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80361	42	<input type="checkbox"/> Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	
80337	43	<input type="checkbox"/> Paved Shoulder Removal	April 1, 2014	

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80349	44	<input type="checkbox"/> Pavement Marking Blackout Tape	Nov. 1, 2014	
80298	45	<input type="checkbox"/> Pavement Marking Tape Type IV	April 1, 2012	
80254	46	<input type="checkbox"/> Pavement Patching	Jan. 1, 2010	
80352	47	<input type="checkbox"/> Pavement Striping - Symbols	Jan. 1, 2015	
80359	48	<input type="checkbox"/> Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353	49	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338	50	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343	51	<input type="checkbox"/> Precast Concrete Handhole	Aug. 1, 2014	
80300	52	<input type="checkbox"/> Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	53	<input type="checkbox"/> Progress Payments	Nov. 2, 2013	
3426I	54	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	55	<input type="checkbox"/> Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	56	<input type="checkbox"/> Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80350	57	<input type="checkbox"/> Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	58	<input type="checkbox"/> Reinforcement Bars	Nov. 1, 2013	
80344	59	<input type="checkbox"/> Rigid Metal Conduit	Aug. 1, 2014	
80354	60	<input type="checkbox"/> Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340	61	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	
80127	62	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	July 1, 2015
* 80362	63	<input type="checkbox"/> Steel Slag in Trench Backfill	Jan. 1, 2016	
80317	64	<input type="checkbox"/> Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355	65	<input type="checkbox"/> Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
80301	66	<input type="checkbox"/> Tracking the Use of Pesticides	Aug. 1, 2012	
80356	67	<input type="checkbox"/> Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338	68	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	
80318	69	<input type="checkbox"/> Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345	70	<input type="checkbox"/> Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357	71	<input type="checkbox"/> Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
80346	72	<input type="checkbox"/> Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	73	<input type="checkbox"/> Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	74	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	75	<input type="checkbox"/> Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	76	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

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



Illinois Department of Transportation

Memorandum

To: All Regional Engineers
From: Omer M. Osman, P.E. *Omer M. Osman*
Subject: Special Provision for Bituminous Materials Cost Adjustments
Date: April 17, 2015

This special provision was developed by IDOT and Industry as a result of the volatility in the cost of bituminous materials. It has been revised to clarify this adjustment also applies to extra work when paid for by agreed unit prices and to define the beginning bituminous price index for such extra work.

This special provision should be included in projects with at least 1,200 tons (1,100 metric tons) of applicable bituminous work. The adjustments are applicable to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments are not applicable to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

This special provision should not be included in alternate pavement bid projects.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the July 31, 2015 and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory April 17, 2015.

80173m

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: July 1, 2015

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).

- D = Depth of the HMA mixture, in. (mm).
- G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
- V = Volume of the bituminous material, gal (L).
- SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes No

Signature: _____ **Date:** _____

80173



Illinois Department of Transportation

Memorandum

To: All Regional Engineers
From: Omer M. Osman, P.E. 
Subject: Special Provision for Concrete Gutter, Curb, Median
and Paved Ditch
Date: April 18, 2014

This special provision was developed by the Bureau of Materials and Physical Research, at the request of Industry, to provide additional alternatives to polysulfide joint sealant for transverse joints in concrete curb and gutter. It has been revised to clarify the class and use requirements for current ASTM standards.

This special provision should be inserted into contracts involving concrete gutter, curb, median, and paved ditch.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the August 1, 2014 and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory
April 18, 2014.

80334m

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T₁ or T₂), according to ASTM C 920.”

80334



Illinois Department of Transportation

Memorandum

To: All Regional Engineers
From: Omer M. Osman, P.E. *Omer M. Osman 7/11/14*
Subject: Special Provision for Hot-Mix Asphalt – Mixture Design
Composition and Volumetric Requirements
Date: July 25, 2014

This special provision was developed by the Bureau of Materials and Physical Research to 1) define an acceptable range of air voids for determining acceptability of a test strip, 2) revise the minimum percent passing the #8 sieve requirements for IL-9.5 surface mixtures, 3) increase the VMA requirement to 15.0 percent for IL-9.5 surface mixtures, and 4) add in the missing field VMA control limits for IL-4.75 mixtures.

It has been revised to eliminate IL-25.0, IL-12.5 surface mixture, N105 mixtures and "All Other" (i.e. BAM) mixtures and to make IL-19.0 a finer gradation mixture. It has also been revised to delete the Constructing Test Strip pay item.

This special provision should be inserted into all HMA contracts.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the November 7, 2014 and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory July 25, 2014.

80322m

HOT-MIX ASPHALT – MIXTURE DESIGN COMPOSITION AND VOLUMETRIC REQUIREMENTS (BDE)

Effective: November 1, 2013

Revised: November 1, 2014

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

“The minimum compacted thickness of each lift shall be according to Article 406.06(d).”

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

“The mixture composition used shall be IL-19.0.”

Revise Article 355.05(a) of the Standard Specifications to read:

“(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0.”

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

“Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures.”

Revise the table in Article 406.06(d) of the Standard Specifications to read:

“MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
IL-9.5, IL-9.5L	1 1/4 (32)
SMA-12.5	1 1/2 (38)
IL-19.0, IL-19.0L	2 1/4 (57)”

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read:

“Test strip mixture will be evaluated at the contract unit price according to the following.”

Revise Article 406.14(a) of the Standard Specifications to read:

“(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price.”

Revise Article 406.14(b) of the Standard Specifications to read:

“(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department’s test results, the mixture will not be paid for and shall be removed at the Contractor’s expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Revise Article 406.14(c) of the Standard Specifications to read:

“(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department’s test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

“Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement.”

Delete the second paragraph of Article 482.02 of the Standard Specifications.

PROPOSED RESOLUTION NO. 68-'16

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT ON BEHALF OF THE CITY WITH HORNER & SHIFRIN, INC. FOR THE DESIGN OF SIDEWALK REPLACEMENT, PHASES 2 AND 3, ON LINCOLN TRAIL.

WHEREAS, the City of Fairview Heights is in need of professional design services for the design of sidewalk replacement for Phase 2 located from South Ruby Lane to Catherine Drive and Phase 3 located from Catherine Drive to Union Hill Road, on the southern side of Lincoln Trail, 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 an agreement for professional design services with Horner & Shifrin, Inc., 401 South 18th Street, Suite 400, St. Louis, Missouri 63103 for professional design services for the design of sidewalk replacement for Phase 2 located from South Ruby Lane to Catherine Drive and Phase 3 located from Catherine Drive to Union Hill Road on the southern side of Lincoln Trail for the lump sum fee of FORTY-THREE THOUSAND DOLLARS AND NO CENTS (\$43,000.00) per the Short Form of Agreement Between Owner and Engineer for Professional Services 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

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 1, 2016 (“Effective Date”) between City of Fairview Heights (“Owner”) and Horner & Shifrin, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Lincoln Trail Sidewalk Reconstruction – Phase II (“Project”).

Engineer’s services under this Agreement are generally identified as follows: (“Services”).

- ***Topographic and ROW survey of south side of Lincoln Trail from South Ruby Lane to Union Hill Road.***
- ***Preparation of plans, specifications and estimates for the construction of two separate construction packages.***
- ***Items not included are:***
 - ***ROW and/or Temporary easement plat or legal description development.***
 - ***Construction inspection/observation***

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: 365 days.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. ***Invoices:*** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
1. A Lump Sum amount of \$43,000.
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: None
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. **Engineer's standard hourly rates are attached as Appendix 1.**

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the

extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located. ***[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]***
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Fairview Heights

Engineer: **Horner & Shifrin, Inc.**

By: _____

By: *Genovevo E. B. Bernardez*

Print name: _____

Print name: **Genovevo Bernardez, P.E.**

Title: _____

Title: **Vice President**

Date Signed: _____

Date Signed: **July 1, 2016**

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

401 S. 18th St., Ste. 400

St. Louis, MO 63103

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated July 1, 2016.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates: Attached.



Billing Rates

Labor Category	Rate	Labor Category	Rate
AP1 PROFESSIONAL 1	\$279	IP1 AVP - GIS/IT/SURVEY	\$188
AT1 CLERICAL 1	\$99	IP2 SENIOR GIS/IT PROFESSIONAL	\$99
AT4 CLERICAL 3	\$68	IT1 GIS/IT ANALYST	\$84
AT6 CLERICAL 6	\$58	IT2 GIS/IT ANALYST	\$80
BP1 AVP BUILDING SERVICES	\$192	IT3 GIS/IT ANALYST	\$75
BP3 SR PM BUILDING SERVICES	\$175	IT4 GIS/IT ANALYST	\$70
BP4 SR PM BUILDING SERVICES	\$156	SP1 VP STRUCTURAL ENGR	\$257
BP5 SR PM BUILDING SERVICES	\$148	SP2 AVP STRUCTURAL ENGR	\$179
BP6 PM BUILDING SERVICES	\$140	SP3 SR PM STRUCTURAL ENGR	\$153
BP7 PM BUILDING SERVICES	\$132	SP5 SR PM STRUCTURAL ENGR	\$136
BP8 PM BUILDING SERVICES	\$124	SP6 PM STRUCTURAL ENGR	\$115
BT1 PROF DESIGNER BUILDING SERVICES	\$119	SP8 SR PE STRUCTURAL ENGR	\$110
BT2 SR DESIGNER BUILDING SERVICES	\$91	SP9 PE STRUCTURAL ENGR	\$107
BT3 DESIGNER BUILDING SERVICES	\$84	SP11 DESIGN ENGR STRUCTURAL ENGR	\$93
BT4 CAD TECH BUILDING SERVICES	\$78	SP12 DESIGN ENGR STRUCTURAL ENGR	\$87
BT5 CAD TECH BUILDING SERVICES	\$72	SP13 ENGR STRUCTURAL ENGR	\$81
CP1 DEPT MGR CONSTR ADMIN	\$117	ST1 PROF DESIGNER STRUCTURAL ENGR	\$94
CP3 PROJ ENGR CONSTR ADMIN	\$89	ST4 CAD TECH STRUCTURAL ENGR	\$74
CT3 CONSTRUCTION OBSERVER	\$93	ST6 CAD TECH STRUCTURAL ENGR	\$54
CT5 CONSTRUCTION OBSERVER	\$84	SU2 PROFESSIONAL LAND SURVEYOR	\$118
EP1 VP ENVIRONMENTAL ENGR	\$257	SU3 PROFESSIONAL LAND SURVEYOR	\$92
EP2 AVP ENVIRONMENTAL ENGR	\$188	SU4 SURVEY INSTRUMENT TECHNICIAN	\$79
EP3 ENGINEERING MANAGER	\$197	TES2 ENV SCIENTIST TRANSPORTATION ENGR	\$142
EP3 SR PM ENVIRONMENTAL ENGR	\$167	TP1 VP TRANSPORTATION ENGR	\$257
EP4 SR PM ENVIRONMENTAL ENGR	\$159	TP2 AVP TRANSPORTATION ENGR	\$179
EP5 SR PM ENVIRONMENTAL ENGR	\$152	TP3 ENGR MGR TRANSPORTATION ENGR	\$174
EP6 PM ENVIRONMENTAL ENGR	\$145	TP4 SR PM TRANSPORTATION ENGR	\$152
EP7 PM ENVIRONMENTAL ENGR	\$134	TP5 SR PM TRANSPORTATION ENGR	\$143
EP8 SR PE ENVIRONMENTAL ENGR	\$114	TP6 PM TRANSPORTATION ENGR	\$127
EP9 PE ENVIRONMENTAL ENGR	\$111	TP7 PM TRANSPORTATION ENGR	\$118
EP10 PE ENVIRONMENTAL ENGR	\$105	TP8 SR PE TRANSPORTATION ENGR	\$109
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$88	TP9 PE TRANSPORTATION ENGR	\$102
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$78	TP10 PE TRANSPORTATION ENGR	\$95
EP13 ENGINEER ENVIRONMENTAL ENGR	\$68	TP11 DESIGN ENGR TRANSPORTATION ENGR	\$91
ET1 PROF DESIGNER ENVIRONMENTAL ENGR	\$104	TP12 DESIGN ENGR TRANSPORTATION ENGR	\$88
ET2 SR DESIGNER ENVIRONMENTAL ENGR	\$83	TP13 ENGR TRANSPORTATION ENGR	\$81
ET3 DESIGNER ENVIRONMENTAL ENGR	\$76	TP14 ENGR TRANSPORTATION ENGR	\$71
ET4 CAD TECH ENVIRONMENTAL ENGR	\$64	TT1 PROF DESIGNER TRANSPORTATION ENGR	\$92
ET5 CAD TECH ENVIRONMENTAL ENGR	\$62	TT2 SR DESIGNER TRANSPORTATION ENGR	\$83
ET6 CAD TECH ENVIRONMENTAL ENGR	\$59	TT3 DESIGNER TRANSPORTATION ENGR	\$75
GP2 MGR - GENERAL STAFF	\$106		
GT1 MGR COORDINATOR	\$90		
GT4 COORDINATOR	\$70		

PROPOSED RESOLUTION NO. 69-'16

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS TO PROVIDE ENGINEERING SERVICES FOR THE IMPROVEMENTS OF BONITA DRIVE.

WHEREAS, the City of Fairview Heights is in need of professional design services in connection with the improvements of Bonita Drive, with time being of the essence; and

WHEREAS, Millennia Professional Services of Illinois 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 an agreement for professional design services with Millennia Professional Services of Illinois, 11 Executive Drive, Suite 12, Fairview Heights, Illinois 62208 for professional design services in connection with the improvements of Bonita Drive for a lump sum fee of ONE HUNDRED FOUR THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS AND NO CENTS (\$104,963.00) per the Preliminary Engineering Services 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:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

Municipality Fairview Heights, IL	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Millennia Professional Services
Township N/A			Address 11 Executive Drive, Suite 12
County St. Clair			City Fairview Heights
Section N/A			State IL

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. ~~Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.~~

Section Description

Name Bonita Drive

Route N/A Length 0.38 Mi. 2000 FT (Structure No. N/A)

Termini Lola Lane

Description:
Reconstruct Bonita Blvd. from Lola Lane to the south terminus with new curb and gutter, HMA pavement, and storm sewers.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. 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.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and ~~borrow pit and channel change agreements~~ including prints of the corresponding plats and staking as required.

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA ~~and the DEPARTMENT.~~
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA ~~or the Department.~~
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA ~~or the DEPARTMENT~~ without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 4i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to \$104,963.00 ~~percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~ See attached scope and man-hour spreadsheets.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs ~~1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k~~ of the ENGINEER AGREES* ~~at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve~~ "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. ~~Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.* (to utilize ENGINEER's standard hourly rates)~~

"Cost to Engineer" to be verified by furnishing the LA ~~and the DEPARTMENT~~ copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER* for his actual costs _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES. * (at ENGINEER's standard hourly rates)
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pay the ENGINEER for such changes on the basis of actual cost* _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications. * (at ENGINEER's standard hourly rates)

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- ~~3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. That the extent of the proposed storm sewer system design will be limited to those areas within the proposed roadway limits. If the ENGINEER and LA agree that the connection point for the new storm sewer system(s) is not adequate to accommodate the proposed improvements and the LA wishes to expand the scope of the project to include additional analysis and/or design of the downstream system; then the LA agrees to utilize ENGINEER's standard hourly rates to compensate the ENGINEER for the additional work.

The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Fairview Heights of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Mayor and City Council

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Millennia Professional Services of Illinois

11 Executive Drive, Suite 12

ATTEST:

Fairview Heights, IL 62208

By *Gary Hoelscher*

By *[Signature]*

Gary Hoelscher

Eric Olson

Title Director

Title Senior Project Manager

Approved
_____ Date
Department of Transportation
_____ Regional Engineer