

**CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS  
OCTOBER 18, 2016  
7:00 P.M.**

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

**City Council Minutes – October 4, 2016**  
**City Council Executive Session – October 4, 2016**  
**Presentation of Bills - \$1,204,590.21**  
**Finance Director Report**

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

**J. UNFINISHED BUSINESS**

**Proposed Ordinance No. 52-'16**, an Ordinance approving a Special Use Permit allowing Professional Office within the "R3" Single-Family Dwelling District, located at 5701 Perrin Road. (Community Committee)

**K. NEW BUSINESS**

**Proposed Resolution No. 86-'16**, a Resolution authorizing the Mayor to enter into an Intergovernmental Agreement with the City of O'Fallon for the O'Fallon-Fairview Heights Communications Center. (Administration Committee)

**Proposed Resolution No. 87-'16**, a Resolution authorizing the Mayor to enter into a contract on behalf of the City with D.E. Martin Roofing Company, Inc. to provide labor, materials and equipment for roof replacement of the north wing of the Municipal Complex. (Operations Committee)

**Proposed Resolution No. 88-'16**, a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Hank's Excavating & Landscaping, Inc. for the St. Clair Avenue Sidewalk Construction Project. (Operations Committee)

**K. NEW BUSINESS - continued**

**Proposed Resolution No. 89-'16**, a Resolution authorizing the Mayor to enter into a Right-of-Way License Agreement with Delta Communications, LLC., d/b/a Clearwave Communications for the installation of a fiber optic cable and appurtenances in certain sections of the City's Right-of-Way. (Operations Committee)

**Proposed Resolution No. 90-'16**, a Resolution authorizing the Mayor to enter into a lease agreement with the Fairview Heights Area Food Pantry, Inc. to lease an area in the north wing basement of the Community Room of the Municipal Building. (Operations Committee)

**Proposed Resolution No. 91-'16**, a Resolution authorizing the Mayor to enter into an agreement with the Village of Caseyville for improvements to 89<sup>th</sup> Street. (Operations Committee)

**Proposed Resolution No. 92-'16**, a Resolution authorizing the Mayor on behalf of the City to enter into the Local Agency Preliminary Engineering Services Agreement for Federal Participation Addendum #1 for the construction of a Roundabout at the intersection of Market Place and Commerce Drive. (Operations Committee)

**Proposed Resolution No. 93-'16**, a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers Ford, Inc. for the purchase of two (2) 2017 Ford Police Utility Interceptor AWD vehicles for use by the Police Department. (Administration Committee)

**L. ADJOURNMENT**

**CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MINUTES  
OCTOBER 4, 2016**

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

**ROLL CALL**

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

**PUBLIC PARTICIPATION**

None.

**CONSENT AGENDA**

Alderman Baeske moved to approve the September 20, 2016 City Council minutes and the Finance Director's Report. Seconded by Alderman Williams.

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

**COMMITTEE REPORTS**

Mayor Kupsy announced the Operations Committee will meet October 5, 7:00 P.M.

**COMMUNICATION FROM MAYOR**

Mayor Kupsy stated the F.A.M.L.E. event was held on September 28<sup>th</sup>; roofing and tuck pointing of the Municipal Complex is underway; Mayor stated the Fall Festival will be held on October 8<sup>th</sup> at Moody Park from 1:00 to 6:00 P.M.

**COMMUNICATION FROM ELECTED OFFICIALS**

None.

**UNFINISHED BUSINESS**

Proposed Ordinance No. 47-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 25, Nuisances by adding Article VI, Nuisance Parties and Social Gatherings. Proposed Ordinance No. 47-'16 was read for the second time.

**UNFINISHED BUSINESS – Proposed Ordinance No. 47-'16 continued**

Roll call on Proposed Ordinance No. 47-'16 showed Aldermen Wagner and Peck voting "Yea." Aldermen Williams, Menn, Baricevic, Zimmerman, Lowry and Gough voting "Nay." Alderman Baeske voicing "Present." Alderman Poletti was absent. Proposed Ordinance No. 47-'16 failed on 6 nays, 2 yeas, 1 present and 1 absent.

Proposed Ordinance No. 51-'16, an Ordinance approving the use of certain real estate for use of Right-of-Way on Durley Road. Proposed Ordinance No. 51-'16 was read for the second time.

Roll call on Proposed Ordinance No. 51-'16 showed Aldermen Williams, Menn, Baricevic, Baeske, Wagner, Zimmerman, Peck, Lowry and Gough voting "Yea." Alderman Poletti was absent. Proposed Ordinance No. 51-'16 passed on 9 yeas and 1 absent. Proposed Ordinance No. 51-'16 now becomes **ORDINANCE NO. 1765-2016**.

**NEW BUSINESS**

Proposed Ordinance No. 52-'16, an Ordinance approving a Special Use Permit allowing Professional Office within the "R3" Single-Family Dwelling District, located at 5701 Perrin Road. Motion made by Alderman Baricevic. Seconded by Alderman Wagner. Proposed Ordinance No. 52-'16 was read for the first time.

Alderman Baricevic moved to go into Executive Session pursuant to 5 ILCS 120/2 (c) (2) – Collective Bargaining. Seconded by Alderman Wagner. Roll call on the motion showed Aldermen Williams, Menn, Baricevic, Baeske, Wagner, Zimmerman, Peck, Lowry and Gough voting "Yea." Alderman Poletti was absent. Motion passed on 9 yeas and 1 absent.

Mayor Kupsky recessed the meeting at 7:07 P.M.

Mayor Kupsky reconvened regular session at 7:27 P.M.

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

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

Meeting adjourned at 7:28 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD  
CITY CLERK

# Memo

**To:** Mayor & City Council  
**From:** Gina Rader – Finance Director  
**CC:** City Clerk & Directors  
**Date:** October 10, 2016  
**Re:** Finance Report – October 18, 2016 City Council Meeting

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## **Presentation of Bills**

Bills are presented in the amount of \$1,204,590.21.

## **Finance Committee Legislation**

There is no legislation forwarded from Finance Committee.

**PROPOSED ORDINANCE NO. 52-'16**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT  
ALLOWING PROFESSIONAL OFFICE WITHIN THE "R3"  
SINGLE-FAMILY DWELLING DISTRICT, LOCATED AT  
5701 PERRIN ROAD.**

WHEREAS, the Planning Commission on September 13, 2016 held the necessary Public Hearing and reviewed the Special Use Permit application and has transmitted its Advisory Report to the City Council.

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

SECTION 1. APPROVAL. The Special Use Permit for a professional office, within the "R3" Single-Family Dwelling District, located at 5701 Perrin Road, is hereby approved. A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked Exhibit "A". A copy of the site plan is attached hereto, made a part hereof and marked Exhibit "B".

SECTION 2. CONDITIONS. The conditions of approval are contained in the Findings of Fact adopted by Planning Commission Resolution PC013-16 attached hereto, made a part hereof and marked Exhibit "C".

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

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MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

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KAREN J. KAUFHOLD - CITY CLERK

Exhibit A



CITY OF FAIRVIEW HEIGHTS

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

September 16, 2016

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

Dear City Council:

The petition listed below is hereby transmitted for your consideration:

<b>Petition No:</b>	<b>PC13-16</b>
<b>Petitioner:</b>	Penni Livingston
<b>Request:</b>	Special Use Permit
<b>Area Size:</b>	Approximately 1 acre
<b>Location:</b>	5701 Perrin Road
<b>Hearing Date:</b>	September 13, 2016
<b>Proponents:</b>	0
<b>Opponents:</b>	0
<b>Recommendation:</b>	Approval
<b>Votes:</b>	Yeas: Herrington, Hoppe, Mensing, Wesemann, Barkley, Funk, Correale, Smith, McCarthy, & Bramstedt Nays: None Absent: Sudja
<b>Report:</b>	Staff Advisory
<b>Ward:</b>	V

Respectfully,

Jim Bramstedt, Chairman  
Planning Commission  
TT/kt

## **PC13-16, Penni Livingston, 5701 Perrin Road**

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

The subject property, 5701 Perrin Road, is a 1 acre parcel located on the northwest corner of Perrin Road and Durley Road. The property is developed with a two story structure containing a law office, a detached garage and is zoned "R-3 Single Family Residential. The adjoining properties are zoned either "R-3" or "R-4" Single Family Residential and are developed as such. Further to the east properties fronting Old Collinsville Road are zoned commercially. The property to the southeast is a vacant tract of property zoned "R-3" Single Family Residential and contains a parking area for the adjoining automobile repair facility.

### **SPECIAL USE PERMIT REQUEST**

The applicant, Penni S. Livingston is requesting approval of a Special Use Permit to convert the existing use from a law firm to professional office use in general. The request to change use does not propose any physical changes to the property.

### **PLANNING CONSIDERATIONS**

The subject property's use as a law office was allowed by a Special Use Permit granted by Resolution No. 3278-2006.

The property was modified to accommodate for public use through the removal of barriers to access. Applicant has provided handicapped parking place, ramp to entry door and accessible routes to parts of the facility which the public may utilize. The property provides 7 parking spaces including the handicapped space.

Applicant has not proposed any signage.

### **Comprehensive Plan**

Reference 2012 Comprehensive Plan Chapter 3 - Residential Neighborhoods - Objectives which includes the protection of residential areas from any potentially negative impacts of commercial uses.

TT/kt

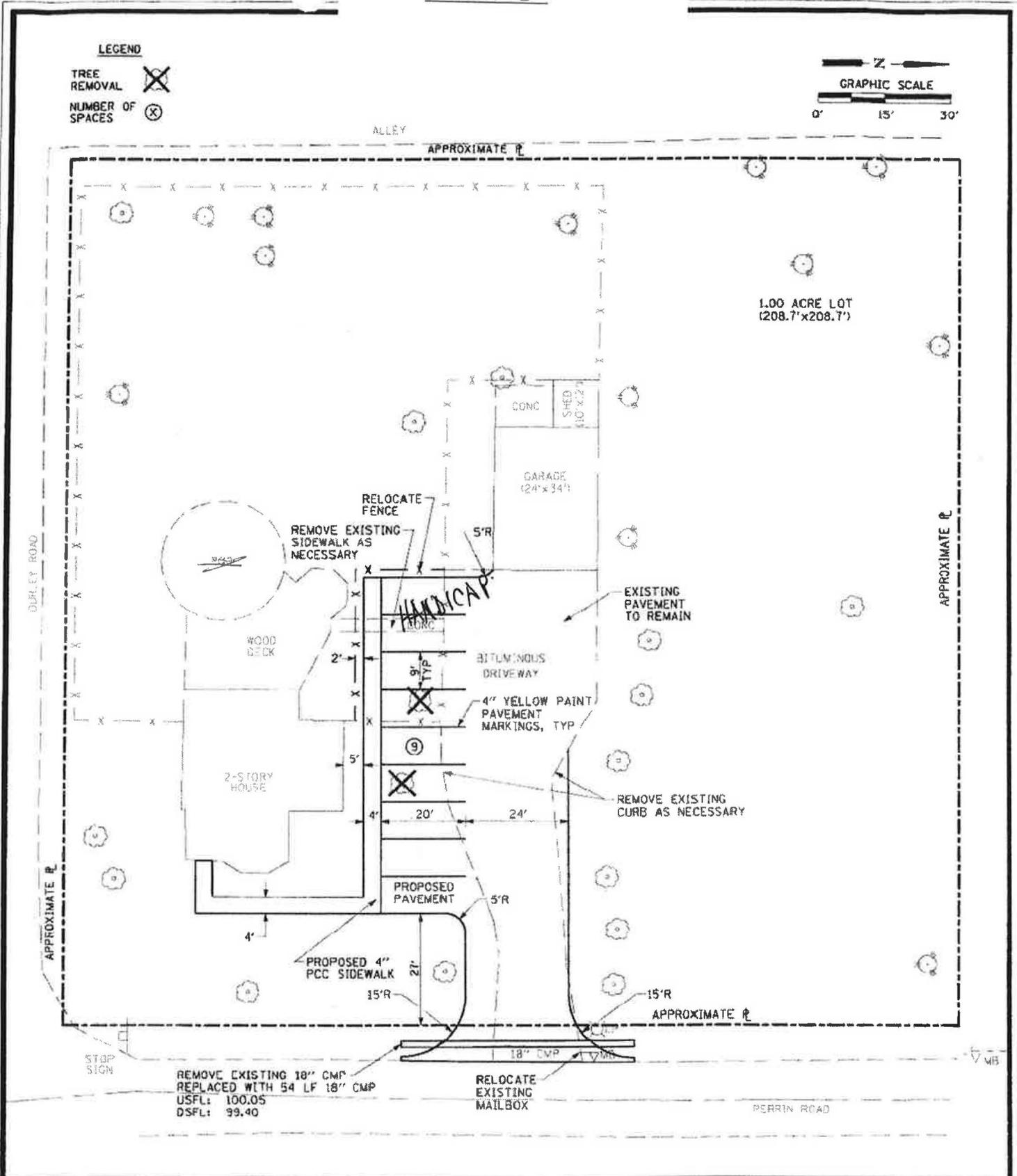
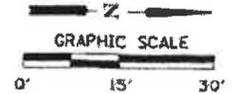
#### **EXHIBITS:**

1. Application
2. Narrative
3. Site Plan
4. Aerial Photograph
5. Photos (2)
6. Public Notice
7. Surrounding Property Owners
8. Findings

EXHIBIT "B"

LEGEND

- TREE REMOVAL 
- NUMBER OF SPACES 



**HR**  
HURST-ROSCHÉ  
ENGINEERS, INC.  
No. 5 Bank Square  
East St. Louis, IL 62203  
Phone: 314.398.0600  
Fax: 314.398.1330  
HILLSBORO, IL  
SPRINGFIELD, IL  
MAURICE, IL

CITY OF FAIRVIEW HEIGHTS  
PERMIT APPLICATION  
LIVINGSTON LAW FIRM PARKING  
FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, IL

PROPOSED IMPROVEMENT  
LAYOUT

HRE NO.: 190-2136  
DESIGNED: GKM  
DRAWN: GKM  
CHECKED: MAR  
DATE: 07-11-06

EXHIBIT NUMBER  
**1**

## EXHIBIT "C"

Planning Commissioner Funk introduced the following resolution and moved for its adoption:

### RESOLUTION PC 013 -16

#### **A RESOLUTION ADOPTING FINDINGS OF FACT PC 013-16 RELATING TO APPROVAL OF REQUEST FROM PENNI LIVINGSTON TO MODIFY THE SPECIAL USE PERMIT ALLOWING PROFESSIONAL OFFICE USE WITHIN THE R3 SINGLE FAMILY RESIDENTIAL DISTRICT .**

**WHEREAS**, Penni Livingston, hereinafter referred to as the "Applicant," has properly applied for a Special Use Permit approval for a professional office use within the "R3" Single Family Residential District located at 5701 Perrin Road, Fairview Heights, IL, PIN 03-34.0-205-003.

**NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the findings of fact relating to the request are determined to be as follows:**

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on September 13, 2016, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.
2. The subject property is developed with a two story structure modified for office use and is zoned "R3" Single Family Residential District. The subject property is located at 5701 Perrin Road, Fairview Heights, IL, PIN 03-34.0-205-003.
3. That the Subject Property contains approximately 1acre.
4. That this permit will not require any changes to traffic circulation and ingress/egress.
5. That this permit will not require any changes to lighting, landscaping, or the existing site usage.
6. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.
7. That the proposed use will not substantially adversely impair the use, enjoyment, or market value of any surrounding property.
8. That the proposed use will not be hazardous or disturbing to existing neighboring uses.
9. That the proposed use will be served adequately by public facilities and services such as highways and streets.

10. That the proposed use will not create excessive additional requirements at public cost for public facilities and services, and it will not be detrimental to the economic welfare of the community.
11. That the proposed use will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.
12. The proposed use will not be consistent with the Comprehensive Plan.
13. That this Special Use Permit approval will for the applicant's use as a professional office.
14. That the Permittee shall be responsible for all City costs incurred in administering and enforcing this Permit.
15. That the Director of Land Use, and his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.
16. That this Special Use Permit Approval shall automatically expire if the use is not initiated within one year of City Council approval.
17. That this Development Plan approval allows for the site plan as presented. Any significant changes to traffic circulation, materials on the building, landscaping or signage on this site not provided for in the site plans on the Subject Property will require additional review and approval by the City Council.

The motion for the adoption of the foregoing resolution was duly seconded by; Barkley upon vote being taken thereon, the following voted in favor thereof: Herrington, Hoppe, Mensing, Wesemann, Barkley, Funk, Correale, Smith, McCarthy, & Bramstedt

and the following voted against the same: None

and the following abstained: None

and the following were absent: Sudja

whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission this the 13<sup>th</sup> day of September 2016.

  
\_\_\_\_\_  
Planning Commission Chairman

**ATTEST:**

  
\_\_\_\_\_  
Land Use Director

Penni Livingston, hereby acknowledges receipt of this Permit and that he has reviewed the conditions of this Permit and have agreed that she will comply with the terms of this Permit.

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

Its: \_\_\_\_\_

**STATE OF ILLINOIS)**

) SS.

**COUNTY OF \_\_\_\_\_)**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, a Notary Public, personally appeared Penni Livingston, the applicant, to be known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_

**PROPOSED RESOLUTION NO. 86-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
WITH THE CITY OF O'FALLON FOR THE O'FALLON-  
FAIRVIEW HEIGHTS COMMUNICATIONS CENTER.**

WHEREAS, the City of O'Fallon and the City of Fairview Heights desire the establishment and maintenance of a consolidated Public Safety Answering Point and Communications Center, to be hereafter known as O'Fallon-Fairview Heights Communications Center (OF-FH COMM).

WHEREAS, the establishment of such a Public Safety Answering Point and Communications Center will provide Police, Fire and EMS Communications within the boundaries of the Municipalities, together with such other jurisdictions as may hereafter contract with the Municipalities for communication services.

WHEREAS, pursuant to its Home Rule power, the City of Fairview Heights may exercise any power and perform any function relating to its government and affairs including the power to regulate for the protection of the public health, safety, morals, and welfare.

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

That the Mayor is hereby authorized to enter into an Intergovernmental Agreement with the City of O'Fallon for the establishment and maintenance of a consolidated Public Safety Answering Point and Communications Center, to be hereafter known as O'Fallon-Fairview Heights Communications Center, pursuant to the Intergovernmental 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:

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MARK T. KUPSKY – MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

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KAREN J. KAUFHOLD – CITY CLERK

**“EXHIBIT A”**

**INTERGOVERNMENTAL AGREEMENT  
FAIRVIEW HEIGHTS AND O’FALLON  
CONSOLIDATED 9-1-1 CENTER**

THIS AGREEMENT, effective as of January 1, 2017, is made and first entered into by and among the undersigned governmental jurisdictions, to include the City of Fairview Heights, Illinois and the City of O’Fallon, Illinois. Hereinafter, these entities shall be referred to as “the Municipalities”. In consideration of the mutual promises, benefits, and covenants contained herein, the Municipalities hereby agree as follows:

**RECITALS**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, 5 ILCS 220/1 *et seq.*, the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, the Municipalities, including multi-jurisdictional representation from law enforcement, fire, and EMS, have explored the benefits of consolidating public safety answering points and communications centers between their jurisdictions; and

**WHEREAS**, a Public Safety Answering Point Consolidation Planning study was completed in December 2015, performed by Mission Critical Partners, a third-party independent agency, along with representatives from the Municipalities; and

**WHEREAS**, the Public Safety Answering Point Consolidation Planning study found that a consolidated 9-1-1 system and communications center among the Municipalities would be the most beneficial, cost effective method to meet the legal requirements of Illinois State law while ensuring that citizens do not experience any reduction in the high standards of 9-1-1 services; and

**WHEREAS**, the Municipalities desire the establishment and maintenance of a consolidated Public Safety Answering Point and communications center, to be hereafter known as O’Fallon – Fairview Heights Communications Center (OF-FH COMM); and

**WHEREAS**, the establishment of such a Public Safety Answering Point and communications center will provide police, fire, and EMS communications within the boundaries of the Municipalities, together with such other jurisdictions as may hereafter contract with the Municipalities for communication services; and

**WHEREAS**, the establishment and maintenance of such a consolidated Public Safety Answering Point and communications center will be of substantial benefit to citizens of the Municipalities and the public in general;

**NOW THEREFORE**, as an exercise of their police power and the authority granted by the Constitution and the laws of the State of Illinois, and in consideration of the mutual terms, covenants, and conditions set forth herein, it is hereby agreed and covenanted to as follows:

## **ARTICLES**

### **ARTICLE I – PURPOSE**

This Intergovernmental Agreement to establish the O'Fallon – Fairview Heights Communications Center (OF-FH COMM) contains the following organizational objectives:

**1.1.** To promote the health, safety, and general welfare of the citizens throughout the consolidated Municipalities.

**1.2.** To save lives by improving call processing time which reduces response time to emergency incidents.

**1.3.** To improve safety to emergency responders.

**1.4.** To effectively receive calls for routine and emergency assistance based on structured call intake protocols and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies.

**1.5.** To provide all participating municipalities with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire, and EMS.

**1.6.** To provide the public and field response agencies with highly trained, certified, and/or credentialed 9-1-1 employees who strive to provide the best service possible to everyone.

**1.7.** To establish a funding mechanism, define the budget process, and provide funding to ensure the operational needs of OF-FH COMM are met.

**1.8.** To provide strategic oversight from the OF-FH COMM emergency response leaders.

**1.9.** To provide a mechanism for the addition or withdrawal of other Municipalities to this Intergovernmental Agreement.

**1.10.** To establish an alternate center to serve as backup, overflow, and training site, and as a secondary location where emergency dispatchers will function in the event that they need to evacuate the primary Consolidated 9-1-1 Center

## **ARTICLE II – DEFINITIONS**

**2.1.** As used in this agreement, the following words and/or phrases shall have the meanings indicated unless the context clearly requires otherwise:

**2.1.1.** “PSAP” – Public Safety Answering Point; shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing, and dispatching services.

**2.1.2.** “9-1-1 System” – shall mean the geographic area that has been granted an order of authority by the Illinois Commerce Commission to use “9-1-1” as the primary emergency telephone number.

**2.1.3.** “ETSB” – shall mean the Emergency Telephone System Board.

**2.1.4.** “Communications Center” or “Dispatch Center” – shall be the facility or facilities from which 9-1-1 network and data base services are provided.

**2.1.5.** “Communications Services” – shall mean the dispatch of an appropriate emergency service unit upon receipt of a telephone request for such services and a decision as to the proper action to be taken.

**2.1.6.** “Communications Assets” – shall mean all assets located at the Communications Center or all assets provisioned to emergency personnel by OF-FH COMM for use in providing communication services.

**2.1.7.** “Member Agency” – shall mean the City of O’Fallon and the City of Fairview Heights and any other Municipality which subsequently becomes a party to this Intergovernmental Agreement.

**2.1.8.** “Non-Member Agency” - shall mean a municipality for which 9-1-1 services are provided by OF-FH COMM.

**2.1.9.** “Municipalities” – shall mean the City of O’Fallon and the City of Fairview Heights and any future Municipality which becomes a party to this Intergovernmental Agreement.

## **ARTICLE III – FORMATION AND POWERS**

**3.1.** In furtherance of this Intergovernmental Agreement, the City of O’Fallon shall have the power –

**3.1.1.** To acquire, construct, receive, own, manage, lease and sell real property, personal property and intangible property;

**3.1.2.** To operate and maintain the entire PSAP and related facilities;

**3.1.3.** To enter into contracts with public and private entities;

**3.1.4.** To employ and terminate personnel, with or without cause, and contract for personnel and services with public and private entities;

**3.1.5.** To initiate legal petitions or proceedings;

**3.1.6.** To incur indebtedness and to issue bonds, notes or other evidence thereof (through one or more of the Member Agencies unless and until City of O'Fallon has such power under applicable law);

**3.1.7.** To establish and collect Fees and Member Assessments in accordance with the Funding Formula;

**3.1.8.** To establish policies, guidelines or regulations to carry out its powers and responsibilities; and

**3.1.9.** To exercise all other powers that are within the statutory authority of and may be exercised by the municipalities who are parties to this Governance Charter.

#### **ARTICLE IV – PROVISION OF SYSTEM AND COMMUNICATION SERVICES**

**4.1.** System assets shall be held in the name of City of O'Fallon. City of O'Fallon may acquire, construct, receive, own, manage, lease or sell its System assets and other assets. A Member Agency may transfer to City of O'Fallon ownership of its communication assets. City of O'Fallon shall control and manage both the assets it owns and the assets of Member Agencies which were transferred to City of O'Fallon.

**4.2.** Upon execution of this Agreement, City of Fairview Heights shall transfer its communication assets to OF-FH COMM, pursuant to the provisions set forth more fully in Appendix B. and Appendix B-1.

**4.3.** This Intergovernmental Agreement does not vest in City of O'Fallon any authority with respect to other facilities or assets of the Member Agencies not herein listed. Member Agencies shall not be deemed to have an ownership interest in any assets owned by City of O'Fallon, whether those assets have been developed by, purchased by or transferred to City of O'Fallon.

**4.4.** The Consolidated PSAP: OF-FH COMM facility shall be located within the O'Fallon Public Safety Building, 285 North Seven Hills Road, O'Fallon, Illinois 62269.

## **ARTICLE V –RESPONSIBILITIES OF CITY OF O’FALLON**

**5.1.** City of O’Fallon shall be responsible for providing Communications Services pursuant to this Intergovernmental Agreement. City of O’Fallon may contract with Non-Member Agencies to provide Communications Services to Non-Member Agencies. These Non-Member Agencies shall pay Fees for these services as established by the City of O’Fallon. The fees paid by Non-member Agencies shall be shared between the City of O’Fallon and the City of Fairview Heights, on the fixed percentage basis established in Appendix A of this agreement. The City of O’Fallon may contract with other Municipal Agency(s) to provide Communications Services other than dispatch services in which case they shall pay Fees for these services as established by the City of O’Fallon. If hereafter other Municipalities become a Member Agency, the fees shall be shared between all Member Agencies on a fixed percentage as established by the Member Agencies at the time of the addition of a new Member Agency to this Intergovernmental Agreement.

**5.2.** City of O’Fallon shall be responsible for reviewing, renewing, and updating all necessary Federal Communication Commission licenses of City of O’Fallon and of all law enforcement Member Agencies. City of O’Fallon will assist Fairview Heights and future Member Agencies in reviewing, renewing and updating their FCC licenses as requested. In the event of termination of this Intergovernmental Agreement, all rights to and interest in FCC licenses shall revert to the former holders thereof.

**5.3.** City of O’Fallon shall be responsible for ensuring that the law enforcement data communications network and any criminal history records information received by means of such network shall be used solely for the purposes enumerated in the Illinois Constitution, Illinois Compiled Statutes, and all regulations, administrative guidelines, and other decision enforcing those statutes.

**5.4.** City of O’Fallon shall be responsible for and shall carry out the following duties:

**5.4.1.** Overseeing of the daily operations of OF-FH COMM.

**5.4.2.** Managing all aspects of employer human resources management, including, but not limited to advertising, testing, hiring, training, assigning, scheduling, maintenance of performance standards, and separation of staff of OF-FH COMM.

**5.4.3.** Paying of all bills, payroll, and tax obligations regarding the OF-FH COMM operation.

**5.4.4.** Selecting, obtaining, caring for and maintaining necessary equipment and furniture for the OF-FH COMM operation.

**5.4.5.** Providing employees to staff the operations of OF-FH COMM.

**5.4.6.** Negotiating and administrating collective bargaining agreements with covered employees of the City of O'Fallon who staff OF-FH COMM.

**5.4.7.** Acting as liaison and point of contact between OF-FH COMM, member agencies, non-member agencies, and the ETSB.

**5.4.8.** Investigation of complaints regarding staff performance.

**5.4.9.** Maintenance and cleanliness of the Communications Center.

**5.4.10.** Facilitating training and maintaining required certifications for 9-1-1 certified operators.

**5.4.11.** Maintaining quality control standards of OF-FH COMM.

**5.4.12.** Maintaining liability insurance for the operations of OF-FH COMM.

## **ARTICLE VI – ADMINISTRATION MANAGEMENT**

**6.1.** The following decisions shall be made by the City of O'Fallon upon the participation by and prior discussions with the Member Agencies:

**6.1.1.** To establish strategy for the operation of the Center;

**6.1.2.** To establish staffing levels for the center;

**6.1.3.** To establish an annual budget for the operation of the Center;

**6.1.4.** To establish cost sharing formulae for the operation of the Center;

**6.1.5.** To accept non-member agencies and to set charges and fees for them;

**6.1.6.** To remove non-member agencies for violation of agreements;

**6.1.7.** To approve capital expenditures (in excess of \$15,000) in which cost is shared among member agencies;

**6.1.8.** To discuss negotiation parameters of proposed collective bargaining agreements with employees of the City of O'Fallon who staff OF-FH COMM as negotiated by City of O'Fallon;

**6.1.9.** To establish standard operating procedures and policies regarding the operation of the OF-FH COMM center;

**6.1.10.** To provide the job description of the Supervisor of Support Services and any proposed changes to the job description.

## **ARTICLE VII – ADDITION AND WITHDRAWAL OF MEMBER AGENCIES**

**7.1.** A Member Agency may voluntarily withdraw from OF-FH COMM by giving written notice to the other Member Agency(s) of its intent to withdraw. Such written notice shall include evidence of approval of such action by the withdrawing Member Agency's governing legislative body. The withdrawal of a Member Agency shall be by written addendum to this Intergovernmental Agreement (or subsequent replacement thereof) signed by the Public Safety Director and the authorized representative of the withdrawing Member Agency.

**7.2.** The Member Agency, upon withdrawal, shall continue to be responsible for paying any rates, fees, charges and assessments imposed by City of O'Fallon after notice of withdrawal has been given but before withdrawal has become effective. The withdrawing Member Agency shall, prior to the effective date of its withdrawal, pay to City of O'Fallon such Member Agency's allocable share of the obligations for the operation of OF-FH COMM, as determined by the City of O'Fallon, which shall include obligations or costs incurred by City of O'Fallon as of the date the Member Agency's withdrawal notice is received, including, but not limited to the debt service obligations, contract obligations, and cash financed capital projects for the operation of OF-FH COMM.

**7.3.** The withdrawing Member Agency shall be entitled to be paid for the then value of the assets and systems previously relinquished by the Member Agency to the City of O'Fallon and used in the operation of OF-FH COMM which value shall be equitably determined. In determining the then value of these assets and systems, equitable factors, including without limitation the following, shall be considered. The Member Agency acknowledges that the results of this process and application of such equitable factors may result in the realization of less than fair value.

**7.3.1.** The continuing, effective operation of the assets and systems; and

**7.3.2.** The impact on the remaining Member Agencies and the ability of remaining Member Agencies to provide services to the public; and

**7.3.3** The then current value of the assets and systems.

## **ARTICLE VIII –FINANCING AND FUNDING OF OF-FH COMM**

**8.1** The annual budget for OF-FH COMM shall be prepared by the O'Fallon Director of Public Safety and submitted to and reviewed by the Member Agencies. The Member Agencies shall be sent a copy of the final budget. It is understood that the budget for OF-FH COMM will be incorporated into the overall budget of the City of O'Fallon or the O'Fallon Department of Public Safety, at the discretion of the City of O'Fallon. However, budgetary figures shall be in sufficient detail to determine the cost of operations of OF-FH COMM.

**8.2.** It is anticipated that funding for the operation of OF-FH COMM shall be primarily from monies provided by each member and Non-Member Agency. The source of those funds provided shall be as determined by each agency, under the guidelines, ordinances, and laws which govern their funding options.

### **ARTICLE IX –BOOKS AND RECORDS**

**9.1.** City of O’Fallon shall keep correct and complete books and records of account. All books and records shall be subject to disclosure under applicable Illinois law.

### **ARTICLE X – FISCAL YEAR**

**10.1.** The fiscal year for the operation of OF-FH COMM shall run concurrent with the fiscal year of the City of O’Fallon

### **ARTICLE XI – INSURANCE**

**11.1.** The City of O’Fallon shall procure insurance, including without limitation, for general liability, officers and public officials errors and omissions, property, casualty and fire. The City of O’Fallon may authorize contracts with insurance and/or risk pools, or other agencies to provide the insurance coverages deemed by the City of O’Fallon to be reasonable and appropriate for the operation of OF-FH COMM.

### **ARTICLE XII –MISCELLANEOUS TERMS**

**12.1.** This Intergovernmental Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

**12.2.** Time is of the essence in the performance of the provisions of this Intergovernmental Agreement. Unless otherwise required by law, all references to “days” in this Intergovernmental Agreement shall be calendar days.

**12.3.** No term or provision of this Intergovernmental Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Member Agency claimed to have waived or consented.

**12.4.** Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Intergovernmental Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Intergovernmental Agreement unless stated to be such through written approval of the non-defaulting Member Agency(s).

**12.5.** Except as specifically provided herein, each Member Agency retains all rights and claims that may exist now or in the future against the other Member Agency(s).

**12.6.** Except as otherwise provided herein, all notices, consent or other communications required hereunder shall be in writing and shall be sufficiently given if addressed and mailed by first class, certified, or registered mail, postage prepaid. All notices shall be sent to:

CITY OF O'FALLON  
Attn: City Clerk  
255 S. Lincoln Avenue  
O'Fallon, IL 62269

CITY OF FAIRVIEW HEIGHTS  
Attn: City Clerk  
10025 Bunkum Road  
Fairview Heights, IL 62208

**12.7.** If any of the provisions of this Intergovernmental Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

**12.8.** No Member Agency may sell, transfer or assign any of its rights or benefits under this Intergovernmental Agreement without the prior written approval of the other Member Agency(s). Notwithstanding the foregoing, any entity into which a Member Agency or substantially all of its Communications Services is converted or merged shall succeed to the rights, benefits and obligations of such Member Agency under this Intergovernmental Agreement without further action by any Member Agency.

**ARTICLE XIII – EXECUTION**

**13.1.** This Intergovernmental Agreement may be executed in multiple counterparts.

**13.2.** Each of the undersigned represents that this Intergovernmental Agreement is duly authorized by the Member Agency represented.

IN WITNESS WHEREOF, the Parties have executed this contract on the following date:

CITY OF O'FALLON

FAIRVIEW HEIGHTS

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Mayor Date

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Clerk Date

By: \_\_\_\_\_  
Clerk Date

## **APPENDIX A**

### **SHARING OF COSTS AND REVENUES AMONG MEMBER AGENCIES**

The following shall guide the establishment of cost sharing among the member agencies of OF-FH COMM for ongoing operations. This does not apply to the initial costs involved with the establishment of the OF-FH COMM.

1. The current member agencies of OF-FH COMM are the City of Fairview Heights and the City of O'Fallon. It covers all communications for all public safety services provided by each city, including dispatching of police, fire, and EMS services, as well as occasional communications with non-public safety departments and divisions, such as Public Works or Parks and Recreation.

2. For the initial term of this agreement, members agree to a cost split as follows:

- a. City of O'Fallon –55%
- b. City of Fairview Heights –45%

3. City of Fairview Heights agrees to pay City of O'Fallon at the end of each fiscal quarter the City of Fairview Heights' share of the budgeted amount for that fiscal quarter, per the budget established by the City of O'Fallon.

4. Prior to the last month of the final quarter of the City of O'Fallon's fiscal year, the City of O'Fallon will provide City of Fairview Heights with demand to pay any outstanding balances due to changes in expenditures versus budgeted amount. Similarly, City of O'Fallon agrees to reimburse City of Fairview Heights its portion of any unexpended funds budgeted prior to the end of the applicable fiscal year.

5. Following the initial term of this agreement, at the completion of each calendar year, the proportion for costs for operations will be established as a percentage comparison of the most recent calendar year total of Computer Aided Dispatch transactions for O'Fallon and for Fairview Heights of all public safety calls, excluding the following call categories: Business Check, Community Event, Direct Patrol, Dispatch Duties, Investigative Stop, Notification, Premise Check, School Activities, Service Observation, House Check, Traffic (when no arrest is associated with it), Supplement/ Follow-up, Verify 9-1-1, and Walk In.

6. Adjustments to cost split shall be adjusted prior to the start of each fiscal year, and shall be in effect for an entire fiscal year, per the cost split established by method outlined in section 5 of this appendix.

7. Following the initial term of this agreement, in addition to the percentage established in section 5 of this appendix, City of Fairview Heights agrees to pay an additional 2% of the budgeted cost of the operation of the OF-FH COMM center to cover the cost of administration by the City of O'Fallon. This administrative fee is intended to be inclusive of all additional costs for the operation of the OF-FH COMM center, including,

but not limited to; utility costs, facility maintenance costs, human resource management costs, finance and payroll administration costs, maintenance of records and collective bargaining agreement negotiation costs.

## **APPENDIX B**

### **TRANSFER OF COMMUNICATION ASSETS**

The following shall govern the transfer of City of Fairview Heights' communication assets to City of O'Fallon, for OF-FH COMM's provision of communication services.

1. By execution of this Intergovernmental Agreement and its Appendices, City of Fairview Heights hereby transfers complete and total ownership interest and control in and of its communication assets to the City of O'Fallon.

2. In consideration of this transfer and the commitments and obligations made hereunder, City of O'Fallon agrees to pay to City of Fairview Heights the amount of one dollar (\$1.00).

3. City of O'Fallon herein permits OF-FH COMM personnel engaged in 9-1-1 call answering, processing, and dispatching services and City of Fairview Heights full use of the communication assets for the provision of communication services.

4. City of O'Fallon herein agrees to maintain the communication assets transferred to it, ensuring at all times that the communication assets adhere to the relevant and operative industry standards for communication assets used in emergency services.

5. City of O'Fallon herein agrees to repair or replace the communication assets transferred to it, in the event that any such communications assets were to become damaged or broken. Said replacements shall be of a type equal or better than the communication assets transferred to City of O'Fallon.

6. City of Fairview Heights herein agrees to reimburse City of O'Fallon for any costs of repair or replacement of the communication assets, only if those costs are in addition to the costs necessary for the operation of Communications Center.

7. City of O'Fallon herein agrees to maintain the necessary amount of insurance on the communication assets transferred to it, and further, City of O'Fallon herein agrees to name City of Fairview Heights an additional insured under all insurance policies concerning the communication assets.

8. City of Fairview Heights herein agrees to reimburse City of O'Fallon for the cost of insuring the communication assets equal to the cost sharing agreement between the Member Agencies more fully described in Appendix A.

9. In the event that City of Fairview Heights ceases to be a Member Agency of OF-FH COMM, City of O'Fallon herein agrees to return all previously-transferred communication assets in their present form and function and to restore Fairview Height's ownership interest in its communication assets.

## APPENDIX B-1

### TRANSFERRED ASSETS FROM CITY OF FAIRVIEW HEIGHTS TO CITY OF O'FALLON

Motorola 800mhz radios, bearing the following unique radio serial numbers:

514CHF2995	205CHH0147	205CHH0157
514CHF3004	205CHH0124	205CHH0170
514CHF2998	205CHH0155	205CHH0160
514CHF2994	205CHH0133	205CHH0123
514CHF3001	205CHH0137	205CHH0151
514CHF2986	205CHH0145	205CHH0164
514CHF2987	205CHH0139	687TGU4936
514CHF3003	205CHH0165	687TGU4919
514CHF3000	205CHH0150	687TGU4918
514CHF2991	205CHH0159	687TGU4935
514CHF3005	205CHH0162	687TGU4875
514CHF2997	205CHH0127	687TGU4926
514CHF2992	205CHH0168	687TGU4927
514CHF2993	205CHH0134	687TGU4859
514CHF2989	205CHH0126	687TGU4925
514CHF3002	205CHH0167	687TGU4922
514CHF2999	205CHH0152	687TGU4917
514CHF2985	205CHH0121	687TGU4924
514CHF2990	205CHH0154	687TGU4933
514CHF2988	205CHH0135	687TGU4931
514CHF2944	205CHH0148	687TGU4928
500CHF4510	205CHH0128	687TGU4934
514CHF2996	205CHH0141	687TGU4932
205CHH0136	205CHH0142	687TGU4921
205CHH0140	205CHH0163	687TGU4920
205CHH0146	205CHH0158	687TGU4871
205CHH0166	205CHH0156	687TGU4923
205CHH0169	205CHH0161	687TGU4873
205CHH0132	205CHH0122	687TGU4867
205CHH0143	205CHH0171	687TGU4877
205CHH0149	205CHH0125	687TGU4858
205CHH0144	205CHH0138	687TGU4970
205CHH0129	205CHH0131	687TGU4861
	205CHH0130	687TGU4864
	205CHH0153	687TGU4866

687TGU4876
687TGU4874
687TGU4868
687TGU4869
687TGU4865
687TGU4929
687TGU4862
687TGU4930
687TGU4870
687TGU4860
687TGU4872
687TGU4863

## APPENDIX C

### AGREEMENT ON THE TERMS OF THE OFFER OF PROBATIONARY EMPLOYMENT TO FULL TIME FAIRVIEW HEIGHTS TELECOMMUNICATORS BY THE CITY OF O'FALLON

The Parties to this Agreement agree that each of the individuals employed as Telecommunicators in a full time position with the City of Fairview Heights as of the date of this Agreement shall be offered the opportunity to be hired as full time Telecommunicators with the City of O'Fallon as a part of the 911 consolidation process. It is further agreed that the following conditions shall apply:

1. The applicable collective bargaining units and FOP representatives from each Parties' agency have been involved in the discussions concerning the employee aspects of the consolidation and as a result a side letter of agreement between the City of O'Fallon and Illinois Fraternal Order of Police Council O'Fallon Lodge No. 198-2 was agreed upon. Based on the terms of that letter the Parties' protected both the seniority and benefit rights of the full time Fairview Heights' Telecommunicators when, and if, they become City of O'Fallon full time Telecommunicators. The side letter agreement is attached, hereto.

2. The offer and/or acceptance of probationary employment is specifically between each individual full time Fairview Heights Telecommunicator and the City of O'Fallon. Besides the matters covered in this Appendix, the City of Fairview Heights has had no other input or involvement in the decisions or processes of the City of O'Fallon relating to the potential employment of these individuals by the City of O'Fallon.

3. All Fairview Heights full time Telecommunicators who are seeking employment as a Telecommunicator with the City of O'Fallon shall complete all portions of the City of O'Fallon's hiring process, including the employment application, background investigation(s), and any other testing or processes that the City of O'Fallon normally utilizes in their hiring process. The failure of any applicant to successfully complete any portion of the O'Fallon hiring process in a timely manner nullifies the City of O'Fallon's agreement to employ that individual as a full time Telecommunicator.

4. For any full time Telecommunicator who becomes employed by the City of O'Fallon, the City of O'Fallon agrees to place the same number of sick leave hours into that former employee's accrued sick leave bank at O'Fallon that the same Telecommunicator had in his/her sick leave bank at the time of their separation of employment with the City of Fairview Heights, up to the amount allowable by the aforementioned side letter agreement between the City of O'Fallon and the FOP. As a part of this Agreement, the City of Fairview Heights agrees to pay the City of O'Fallon for each sick leave hour placed into the employee's O'Fallon sick leave bank at a rate equal to the employee's initial hourly rate of pay upon employment with the City of O'Fallon.

5. Any other accrued benefit leave balances will be handled directly between the City of Fairview Heights and the employee. This includes unused vacation balances and compensatory time balances.

**PROPOSED RESOLUTION NO. 87-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY WITH D.E. MARTIN ROOFING COMPANY, INC. TO PROVIDE LABOR, MATERIALS AND EQUIPMENT FOR ROOF REPLACEMENT OF THE NORTH WING OF THE MUNICIPAL COMPLEX.**

WHEREAS, the City has advertised for bids for labor, materials, and equipment for roof replacement of the North Wing of the Municipal Complex as specified in the proposal documents; and

WHEREAS, D.E. Martin Roofing Company, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with D.E. Martin Roofing Company, Inc., 405 North Madison, P.O. Box 105, Lebanon, Illinois 62254 to provide labor, materials, and equipment for roof replacement of the North Wing of the Municipal Complex for the base bid amount of FIFTY-ONE THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND NO CENTS (\$51,824.00) and FOUR DOLLARS AND NO CENTS per square foot (\$4.00/SF) to perform necessary removal and replacement of damaged deck under the existing roof, pursuant to the AIA Form A101, Standard Form of Agreement between Owner and Contractor, 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

 **AIA**® Document A101™ – 2007

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the      day of                      in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

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

and the Contractor:  
*(Name, legal status, address and other information)*

D.E. Martin Roofing Co., Inc.  
405 North Madison  
Lebanon, IL 62254

for the following Project:  
*(Name, location and detailed description)*

Re-Roof of Fairview Heights Municipal Building - North Wing  
10025 Bunkum Road  
Fairview Heights, IL 62208  
Strip and re-roof the north wing of the Fairview Heights Municipal Building, including removal of equipment as specified in the Project Manual.

The Architect:  
*(Name, legal status, address and other information)*

EWR Architects, Inc.  
391 Frank Scott Parkway East  
Fairview Heights, IL 62208

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

~~October 10, 2016~~

NOVEMBER 1, 2016

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

n/a

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty ( 60 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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User Notes:

(892360569)

**Portion of Work**  
Re-roof

**Substantial Completion Date**  
Decembre 1, 2016

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

#### **ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty-one thousand eight hundred twenty-four and no/100 (\$ 58,124.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

n/a

**§ 4.3** Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price Per Unit (\$0.00)</b>
Deck Replacement	SF	\$4.00

**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

<b>Item</b>	<b>Price</b>
n/a	

#### **ARTICLE 5 PAYMENTS**

##### **§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month/

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 26th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 18th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: Per owner acceptance.

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

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User Notes:

(892360569)

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

| The architect shall retain this responsibility.

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

|  Litigation in a court of competent jurisdiction

Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

| 0 % per annum

**§ 8.3** The Owner’s representative:  
*(Name, address and other information)*

| John Harty  
10025 Bunkum Road  
Fariview Heights, IL 62208

**§ 8.4** The Contractor’s representative:  
*(Name, address and other information)*

| Ron Martin  
405 North Madison  
Lebanon, IL 62254

Init.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

n/a

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Division 0	Bid Information and Contract Requirements	September 1, 2016	
Division 1	General Requirements	September 1, 2016	

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
Division 5	Metals	September 1, 2016	
Division 6	Wood and Plastics	September 1, 2016	
Division 7	Thermal and Moisture Protection	September 1, 2016	

§ 9.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
A 1.0	Roof Plan	September 1, 2016
A 1/1	Roof Details	September 1, 2016

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Init.

(Paragraph deleted)

.1 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Project Labor Agreement, adopted by the City of Fairview Heights.

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. As listed in 00800 - 2.5 through 2.8.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Mark Kupsky, Mayor, City of Fairview Heights

*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR (Signature)

D.E. Martin Roofing Co., Inc.

*(Printed name and title)*

Init.

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User Notes:

(892360569)

# **Additions and Deletions Report for** **AIA® Document A101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:21:01 on 10/07/2016.

## **PAGE 1**

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

...

D.E. Martin Roofing Co., Inc.  
405 North Madison  
Lebanon, IL 62254

...

Re-Roof of Fairview Heights Municipal Building - North Wing  
10025 Bunkum Road  
Fairview Heights, IL 62208  
Strip and re-roof the north wing of the Fairview Heights Municipal Building, including removal of equipment as specified in the Project Manual.

...

EWR Architects, Inc.  
391 Frank Scott Parkway East  
Fairview Heights, IL 62208

## **PAGE 2**

October 10, 2016

...

n/a

...

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than sixty ( 60 ) days from the date of commencement, or as follows:

## **PAGE 3**

Re-roof

Decembre 1, 2016

...

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User Notes:

(892360569)

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty-one thousand eight hundred twenty-four and no/100 (\$ 58,124.00 ), subject to additions and deductions as provided in the Contract Documents.

...

n/a

...

<u>Deck Replacement</u>	<u>SF</u>	<u>\$4.00</u>
-------------------------	-----------	---------------

...

n/a

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~

month/

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 26th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 18th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

#### PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

...

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: Per owner acceptance.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~  
Payment.

#### PAGE 5

The architect shall retain this responsibility.

...

Litigation in a court of competent jurisdiction

...

0 % per annum

...

John Harty  
10025 Bunkum Road  
Fariview Heights, IL 62208

...

Ron Martin  
405 North Madison  
Lebanon, IL 62254

**PAGE 6**

n/a

...

<u>Division 0</u>	<u>Bid Information and</u>	<u>September 1, 2016</u>
	<u>Contract Requirements</u>	
<u>Division 1</u>	<u>General Requirements</u>	<u>September 1, 2016</u>

...

<u>Division 5</u>	<u>Metals</u>	<u>September 1, 2016</u>
<u>Division 6</u>	<u>Wood and Plastics</u>	<u>September 1, 2016</u>
<u>Division 7</u>	<u>Thermal and Moisture</u>	<u>September 1, 2016</u>
	<u>Protection</u>	

...

<u>A 1.0</u>	<u>Roof Plan</u>	<u>September 1, 2016</u>
<u>A 1/1</u>	<u>Roof Details</u>	<u>September 1, 2016</u>

...

~~1~~ AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

~~2~~ 1 Other documents, if any, listed below:

**PAGE 7**

Project Labor Agreement, adopted by the City of Farivew Heights.

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. As listed in 00800 – 2.5 through 2.8.

...

Mark Kupsy, Mayor, City of Fairview Heights

D.E. Martin Roofing Co., Inc.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, E. William Reichert III A.I.A., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:21:01 on 10/07/2016 under Order No. 2639237865\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**PROPOSED RESOLUTION NO. 88-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH HANK'S EXCAVATING & LANDSCAPING, INC. FOR THE ST. CLAIR AVENUE SIDEWALK CONSTRUCTION PROJECT.**

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the St. Clair Avenue Sidewalk project as specified in the proposal; and

WHEREAS, Hank's Excavating & Landscaping, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Hank's Excavating & Landscaping, Inc., 5835 West State Route 161, Belleville, Illinois 62223 for work related to the St. Clair Avenue Sidewalk project for the sum of ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND FIFTY-FIVE CENTS (\$136,699.55) 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:

ATTEST:

---

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

---

KAREN J. KAUFHOLD – CITY CLERK



PROPOSAL SUBMITTED BY		
Hank's Excavating & Landscaping, Inc.		
Contractor's Name		
5825 West State Route 161		
Street		P.O. Box
Belleville	IL	62223
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 ST. CLAIR AVENUE  
 SECTION NO. N/A  
 TYPES OF FUNDS FEDERAL-HUHD/CITY-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 \_\_\_\_\_  
Route ST. CLAIR 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  
Hank's Excavating and Landscaping, Inc. \_\_\_\_\_ his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for  
St. Clair Avenue  
Section Sidewalks \_\_\_\_\_, in Fairview Heights \_\_\_\_\_,  
approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this  
Date  
contract and are a part hereof.

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

Attest: \_\_\_\_\_ The Mayor of Fairview Heights  
\_\_\_\_\_  
Clerk By \_\_\_\_\_  
\_\_\_\_\_  
(Seal) \_\_\_\_\_  
*(If a Corporation)*

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
President Party of the Second Part  
*(If a Co-Partnership)*

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Partners doing Business under the firm name of  
\_\_\_\_\_  
Party of the Second Part  
*(If an individual)*  
\_\_\_\_\_  
Party of the Second Part



Route ST. CLAIR AVENUE  
County ST. CLAIR  
Local Agency FAIRVIEW HEIGHTS  
Section \_\_\_\_\_

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 or 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 or 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: \_\_\_\_\_

\_\_\_\_\_  
(Awarding Authority)

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Chairman/Mayor/President)



Illinois Department of Transportation

Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Hank's Excavating & Landscaping, Inc.		
Contractor's Name		
5825 West State Route 161		
Street	P.O. Box	
Belleville	IL	62223
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. ST. CLAIR AVENUE  
 SECTION NO. N/A  
 TYPES OF FUNDS FEDERAL HUD/CITY-HOME RULE

SPECIFICATIONS (required)

PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

*[Signature]*

Mayor  President of Board of Trustees  Municipal Official

9-15-2016

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.

RECEIVED SEP 18 2016

**BID PROPOSAL**  
**CITY OF FAIRVIEW HEIGHTS**  
**PUBLIC WORKS DEPARTMENT**  
**ST. CLAIR AVENUE SIDEWALK CONSTRUCTION**

**INFORMATION FOR BIDDERS:**

The City of Fairview Heights, Illinois is accepting bids to provide all labor, equipment and material necessary to construct the project known as “**ST. CLAIR AVENUE SIDEWALK CONSTRUCTION**”. All bids shall be placed on the forms provided, and returned in a sealed envelope with the name and address of the bidder, and marked “**ST. CLAIR AVENUE SIDEWALK CONSTRUCTION**” on the front, addressed to the Public Works Committee, c/o City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208. **Any sealed envelope not marked as designated above will not be accepted as a bid. All bids must be received prior to 3:00 P.m., Wednesday, September 30, 2016, and will be opened at that time.**

The City reserves the right to reject any or all bids, and to waive any irregularities in the bidding procedure.

Information may be obtained from the PUBLIC WORKS DEPARTMENT, Telephone (618) 489-2020, between 8:30 a.m. and 5:00 p.m., Monday through Friday.

**Bidding documents may be obtained at the office of the CITY CLERK, 10025 Bunkum Road, Fairview Heights, Illinois 62208 beginning on Monday, September 12, 2016, during the hours mentioned above or viewed at the SOUTHERN ILLINOIS BUILDERS ASSOCIATION, 1468 Green Mount Road, P.O. Box 1390, O’Fallon, IL 62269**

**This is a federal prevailing wage rate project and is funded by the U.S. Department of Housing and Urban Development (HUD) through the CDBG program administered by the St. Clair County IGD. The awarded contractor is required to utilize Minority Business Enterprise(s) (MBE) in the minimum amount of 15% of the total contract value.**

All contractors interested in bidding this project **MUST** be prequalified with **IDOT** and will be required to submit a **CERTIFICATE OF ELIGIBILITY** prior to receiving bidding documents. The contractor awarded the project will be required to adhere to the **PROJECT LABOR AGREEMENT** between the City of Fairview Heights and the Southwestern Illinois Building & Construction Trades Council.

RETURN WITH BID

NOTICE TO BIDDERS

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

Sealed proposals for the improvement described below will be received at the office of the City Clerk,
10025 Bunkum Road, Fairview Heights, IL 62208 until 3:00 PM on September 30, 2016

Sealed proposals will be opened and read publicly at the office of the Public Works Director
10025 Bunkum Road, Fairview Heights, IL 62208 at 3:00 PM on September 30, 2016

DESCRIPTION OF WORK

Name St. Clair Avenue Sidewalk Construction Length: 1203.86 feet ( 0.23 miles)
Location St. Clair Avenue between IL Route 157 and 3rd Street
Proposed Improvement Portland cement concrete sidewalk, detectable warnings, sign relocations, handhole replacement, driveway pavement, seeding and grading.

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

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

Handwritten notes: Addendum #1, Addendum #2, Addendum #3 & 4

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

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

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

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

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

RETURN WITH BID

PROPOSAL

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

1. Proposal of St. Clair Avenue Sidewalk Construction

for the improvement of the above section by the construction of Portland cement concrete sidewalk, detectable warnings, sign relocations, handhole replacement, driveway pavement, seeding and grading.

a total distance of 1203.86 feet, of which a distance of 1203.86 feet, ( 0.230 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Elkott Engineering, P.C. 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 50 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:

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 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.

## CONTRACTOR CERTIFICATIONS

County ST. CLAIR  
 Local Public Agency FAIRVIEW HEIGHTS  
 Section Number \_\_\_\_\_  
 Route ST. CLAIR AVENUE

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 1 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



**Illinois Department of Transportation**

**SCHEDULE OF PRICES**

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

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

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

**Bidder's Proposal for making Entire Improvements**

Item No.	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	67	270.00	18090.00
25000200	SEEDING CL 2	ACRE	0.3	4250.00	1275.00
25000400	NITROGEN FERT NUTR	POUND	27	2.30	62.10
25000500	PHOSPHORUS FERT NUTR	POUND	27	2.30	62.10
25000600	POTASSIUM FERT NUTR	POUND	27	2.30	62.10
25100115	MULCH METHOD 2	ACRE	0.3	4300.00	1290.00
28000250	TEMP EROS CONTR SEED	POUND	30	5.00	150.00
28000400	PERIMETER EROS BARRIER	FOOT	327	3.00	981.00
28000500	INLET & PIPE PROT	EACH	12	30.00	360.00
42300400	PCC DRIVEWAY PAVT 8	SQ YD	223	85.00	18955.00
42400100	PC CONC SIDEWALK 4	SQ FT	5004	5.75	28773.00
42400800	DETECTABLE WARNINGS	SQ FT	200	60.00	12000.00
44000100	PAVEMENT REMOVAL	SQ YD	8	40.00	320.00
44000200	DRIVE PAVEMENT REM	SQ YD	223	17.00	3791.00
44000500	COMB CURB GUTTER REM	FOOT	193	17.00	3281.00
56109210	WATER VALVES ADJUST	EACH	1	250.00	250.00
60605000	COMB CC&G TB6.24	FOOT	193	80.00	15440.00
67100100	MOBILIZATION	LSUM	1	3000.00	3000.00
70102636	TR CONT & PROT 701606	LSUM	1	8250.00	8250.00
70102635	TR CONT & PROT 701701	LSUM	1	2550.00	2550.00
72400310	REM SIGN PANEL - TY 1	SQ FT	68	9.00	612.00
72400320	REM SIGN PANEL - TY 2	SQ FT	24	9.00	216.00
72400710	RELOC SIGN PANEL - TY 1	SQ FT	68	9.00	612.00
72400720	RELOC SIGN PANEL - TY 2	SQ FT	24	9.00	216.00
72900100	METAL POST - TYPE A	FOOT	10	30.00	300.00
73000100	WOOD SIGN SUPPORT	FOOT	82	25.00	2050.00
78001150	PAINT PAVEMENT MARKING-LINE 24"	FOOT	84	10.00	840.00

**RETURN WITH BID**

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
78001180	PAINT PAVEMENT MARKING-LINE 12"	FOOT	400	7.50	3000.00
81400100	HANDHOLE	EACH	3	3225.00	9675.00
89502380	REM EXIST HANDHOLE	EACH	3	78.75	236.25
				TOTAL =>	

\$ 136,699.55

RETURN WITH BID

SIGNATURES

County ST. CLAIR  
Local Public Agency FAIRVIEW HEIGHTS  
Section Number \_\_\_\_\_  
Route ST. CLAIR AVENUE

(If an individual)

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

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

(If a partnership)

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

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

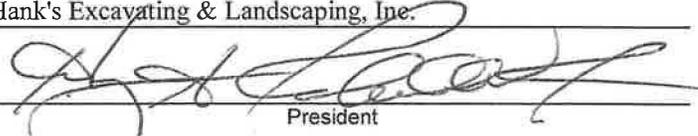
Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners

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

(If a corporation)

Corporate Name Hank's Excavating & Landscaping, Inc.

Signed By   
President

Business Address 5825 West State Route 161  
Belleville, IL 62223

Insert Names of Officers

} President Henry H. Rohwedder

Secretary Henry H. Rohwedder

Treasurer Henry H. Rohwedder

Attest:

  
Secretary



Apprenticeship or Training Program Certification

Return with Bid

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

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
For the following deliver and install groups in this material proposal:

Blank lines for listing groups in the proposal.

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

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

Laborers - Illinois Labor & Contractors Trust Fund
Equipment Operators - Local 520
Cement Masons - Local 90 & 143
Teamsters - Joint Council No. 25 Training Fund
Subcontracted Work - Electrical, Pavement Markings

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.

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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: Hank's Excavating & Landscaping, Inc

By:   
(Signature)

Address: 5825 W. State Rte 161 Belleville, IL

Title: President



Affidavit of Illinois Business Office

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

State of ILLINOIS )
) ss.
County of ST. CLAIR )

I, Henry H. Rohwedder of Belleville, Illinois
(Name of Affiant) (City of Affiant) (State of Affiant)

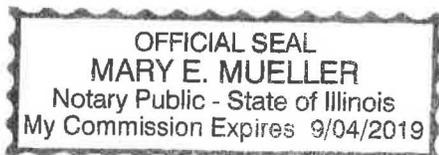
being first duly sworn upon oath, states as follows:

- 1. That I am the President of Hank's Excavating & Landscaping, Inc.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Hank's Excavating & Landscaping, Inc. 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.

(Signature)
Henry H. Rohwedder
(Print Name of Affiant)

This instrument was acknowledged before me on 29th day of September 2016.

(SEAL)



(Signature of Notary Public)

Route St. Clair Avenue Sidewalk  
 County \_\_\_\_\_  
 Local Agency City of Fairview Heights  
 Section \_\_\_\_\_

**RETURN WITH BID**

**PAPER BID BOND**

WE Hank's Excavating & Landscaping, Inc. as PRINCIPAL,  
 and Travelers Casualty and Surety Company of America 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 30th day of September, 2016

**Principal**

Hank's Excavating & Landscaping, Inc. \_\_\_\_\_  
(Company Name) (Company Name)

By: *Henry H. Rohweder* By: \_\_\_\_\_  
(Signature and Title) (Signature and Title)

**Henry H. Rohweder** (Signature and Title) **President**

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

**Surety**

Travelers Casualty and Surety Company of America By: *Katherine M. Schwartz*  
(Name of Surety) (Signature of Attorney-in-Fact)

**Katherine M. Schwartz, Attorney-in-Fact**

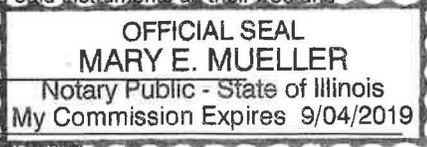
STATE OF ILLINOIS  
 COUNTY OF St. Clair

I, Mary E Mueller, a Notary Public in and for said county,  
 do hereby certify that Henry H. Rohweder + Katherine M Schwartz  
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 30th day of Sept 2016

My commission expires Sept 4, 2019 Mary E Mueller  
(Notary Public)



**ELECTRONIC BID BOND**

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

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Electronic Bid Bond ID Code

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

**ACKNOWLEDGMENT BY SURETY**

**STATE OF MISSOURI**  
County of St. Charles

On this 30th day of September, 2016 before me personally appeared

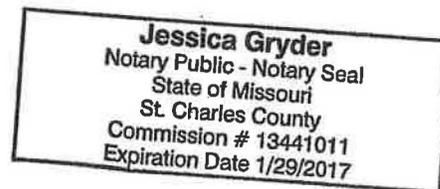
Katherine M. Schwartz known to me to be the Attorney - In - Fact of  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, and the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Missouri  
St. Charles County

January 29, 2017  
My Commission Expires





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. 230845

Certificate No. 006818788

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

Chase H. Butler, Katherine M. Schwartz, Shelley R. Thompson, Jessica Gryder, and Jeff Mentel

of the City of Saint 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 1st day of June, 2016.

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 1st day of June, 2016, 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, 2021.



[Signature]
Marie C. Tetreault, Notary Public

ADDENDUM NO. 1

ST. CLAIR AVENUE SIDEWALK CONSTRUCTION

FAIRVIEW HEIGHTS, ILLINOIS

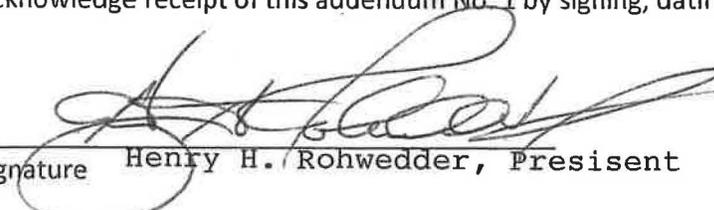
September 16, 2016

Discard the original specification book which was advertised on Sunday, September 11, 2016 for distribution beginning Monday, September 12, 2016 and replace with the attached specification book dated September 15, 2016.

Change:

The bid date has been rescheduled from 3:00 p.m., September 28, 2016 to 3:00 p.m., September 30, 2016.

Acknowledge receipt of this addendum No. 1 by signing, dating, and returning with your proposal.

  
Signature Henry H. Rohwedder, President Date 9/28/16

Hank's Excavating & Landscaping, Inc.  
Company Name

5825 West State Route 161  
Street Address

Belleville, IL 62223  
City, State, Zip Code



**ADDENDUM NO. 2**

**ST. CLAIR AVENUE SIDEWALK CONSTRUCTION**

**FAIRVIEW HEIGHTS, ILLINOIS**

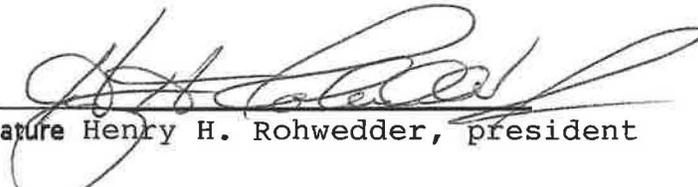
**September 28, 2016**

**Revision:**

BLR 12200a, "Schedule of Prices" – Item No. 42400100, PC CONC SIDEWALK 4, SQ FT quantity should read 5004.

Discard original and replace with attached BLR 12200a "Schedule of Prices", Pages 5-1 and 5-2.

**Acknowledge receipt of this addendum No. 2 by signing, dating, and returning with your proposal.**

	9/28/16
Signature Henry H. Rohwedder, president	Date

Hank's Excavating & Landscaping, Inc.  
 \_\_\_\_\_  
**Company Name**

5825 West State Route 161  
 \_\_\_\_\_  
**Street Address**

Belleville, IL 62223  
 \_\_\_\_\_  
**City, State, Zip Code**



**ADDENDUM NO. 3**  
**ST. CLAIR AVENUE SIDEWALK CONSTRUCTION**  
**FAIRVIEW HEIGHTS, ILLINOIS**

**September 29, 2016**

**Revision:**

BLR 12200a, "Schedule of Prices" – Delete Item No. 56400800, FIRE HYDRANT AND VALVE TO BE REMOVED.

Discard original and replace with attached BLR 12200a "Schedule of Prices", Pages 5-1 and 5-2.

Acknowledge receipt of this Addendum No. 3 by signing, dating, and returning with your proposal.

  
Signature Henry H. Rohwedder, President      9/29/16  
Date

Hank's Excavating & Landscaping, Inc.

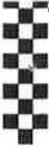
Company Name

5825 West State Route 161

Street Address

Belleville, IL 62223

City, State, Zip Code



**ADDENDUM NO. 4**

**ST. CLAIR AVENUE SIDEWALK CONSTRUCTION**

**FAIRVIEW HEIGHTS, ILLINOIS**

**September 29, 2016**

Discard all previously issued BLR 12200a "Schedule of Prices" and replace with the attached BLR 12200a "Schedule of Prices", Pages 5-1 and 5-2, which includes the revision in quantity for Item No. 42400100, PC CONC SIDEWALK 4 to 5004 SQ FT contained in Addendum No. 2 and the deletion of Item 56400800, FIRE HYDRANT AND VALVE TO BE REMOVED contained in Addendum No. 3.

Acknowledge receipt of this Addendum No. 4 by signing, dating, and returning with your proposal.

  
 \_\_\_\_\_ 9/29/16  
 Signature Henry H. Rohwedder, President Date

Hank's Excavating & Landscaping, Inc.  
 \_\_\_\_\_  
 Company Name

5825 West State Route 161  
 \_\_\_\_\_  
 Street Address

Belleville, IL 62223  
 \_\_\_\_\_  
 City, State, Zip Code

"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

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

**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: St. Clair Ave

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

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

## RETURN WITH BID

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

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

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

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

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

1.9 The provisions of this Project Agreement shall not apply to \_\_\_\_\_ (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

## RETURN WITH BID

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

### ARTICLE II - RECOGNITION

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

### ARTICLE III - ADMINISTRATION OF AGREEMENT

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

### ARTICLE V - ABSENTEEISM

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

### ARTICLE VI-MANAGEMENT RIGHTS

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

### ARTICLE VII - GENERAL WORKING CONDITIONS

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

### ARTICLE VIII - SAFETY

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

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

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

### ARTICLE IX - SUBCONTRACTING

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

### ARTICLE X - UNION REPRESENTATION

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

## RETURN WITH BID

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

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

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

## ARTICLE XI - DISPUTES AND GRIEVANCES

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

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

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

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

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

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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

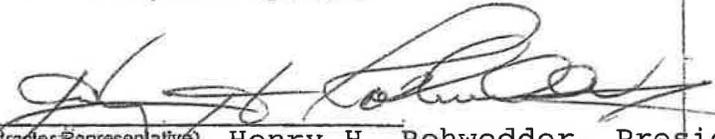
14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances 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: 9/28/16

  
(Contractor Representative) Henry H. Rohwedder, President

Hank's Excavating & Landscaping, INC.

(Firm's Name)

5825 West State Route 161

(Firm's Address)

Belleville, IL 62223

398-5556

(Phone Number)

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

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



# St. Clair County

## INTERGOVERNMENTAL GRANTS DEPARTMENT

### AFFIRMATIVE ACTION PROGRAM IMPLEMENTING SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Employment Opportunities for Businesses and Lower Income Persons  
In Connection with HUD ASSISTED PROJECTS

<u>Contractor's Name</u> <b>Hank's Excavating &amp; Landscaping, Inc.</b>	<u>Project Name</u> <b>St. Clair Ave Sidewalk Construction</b>
<u>Address – Zip Code</u> <b>5825 West State Route 161 Belleville, IL 62223</b>	<u>Project Number</u> <b>PY-15</b>
<u>EEO Officer</u> <b>Edward Czech</b>	<u>Project Location - City, County, State</u> <b>City of Fairview Heights, St. Clair County, IL</b>
<u>(Area Code) Phone Number</u> <b>618-398-5556</b>	<u>Construction Start &amp; Completion Dates</u> <b>50 Working Days</b>

Note: Not less than \$ \_\_\_\_\_ of total funds must be expended with Minority Business Enterprises.

I. Determination of Project Area Boundaries

A. Address of Proposed Projects:

Street: St. Clair Avenue \_\_\_\_\_

City or Township: Fairview Heights \_\_\_\_\_

County: St. Clair \_\_\_\_\_

B. Below, indicate whether this project is located in an Urban Renewal Area, Neighborhood Development Program Area, Model Cities Area, Metropolitan Development Plan Area, or Indian Reservation.

**YES** If "Yes", the project area for purposes of the Section 3 Affirmative Action Plan is co-extensive with boundaries of the Urban Renewal, NDP, Model Cities, Metropolitan Plan, or Indian Reservation boundaries. (Exception 701 Projects: See Toote/Meeker memo notice dated 7/1/74).

**NO** If "No", specify the smallest political jurisdiction within which the project is located (i.e. township, city, village, county, etc.)

Specify: \_\_\_\_\_

C. Based on the information given in Columns 1, 2, and 3 Table A. and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goal for the number of contracts to be awarded to eligible project area businesses in Column 5. Eligible project area businesses will be utilized to the greatest extent feasible.



II. Specify Affirmative Action Steps

Contractor Name: Hank's Excavating & Landscaping, Inc.

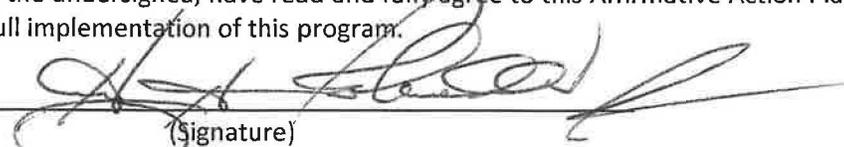
Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the Department in preparing and implementing the Affirmative Action Plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organization and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such person, if otherwise eligible if a vacancy exists.
- D. To insert this Affirmative Action Plan in all bid documents and require all bidders to submit a Section 3 Affirmative Action Plan with utilization goals and the specific steps planned to accomplish those goals.
- E. To insure that contracts, which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., that document action taken for the above steps of the Affirmative Action Plan.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- J. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Hank's Excavating & Landscaping, Inc.

Name of Contractor/Firm

We, the undersigned, have read and fully agree to this Affirmative Action Plan and become a party to the full implementation of this program.

  
\_\_\_\_\_  
(Signature)

**Henry H. Rohwedder, President**

**9/27/16**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

SECTION 3 CLAUSE  
HOUSING AND URBAN DEVELOPMENT ACT OF 1977 AS AMENDED

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1977, as amended, 12 U.S. C. 1701U. Section 3 required that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part of persons residing in the area of the project.
- B. The parties of this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CDF 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advising that said labor organization or worker's representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicable for employment or training.
- D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance its successors, and or recipient, its contractors and subcontractors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provide, and to such sanctions as are specified by 24 CFR 135.

In preparing the Affirmative Action Program implementation Section 3 of the Housing and Community Development Act of 1977 as amended, the Proposed Contracts Breakdown Form I, and the estimated Project Workforce Breakdown, Form II, are vital information and will assist in the selection of the successful bidder.

The Proposed Contract Breakdown was designated for large projects. This form is utilized to make an estimate of materials needed and where purchased. It would benefit your Affirmative Action Plan if materials were purchased in the project area, and if the labor force employed were residents of the project area.

The Project workforce Breakdown is an estimate of the total number of people you will utilize, employ or need. This breakdown sheet estimates the number of positions that must be filled. Please take careful note of the number of positions to be filled with lower income residents, for work is a benefit to the project area's employment situation and would comply with the Section 3 Certification requirement.

PROPOSED CONTRACTS BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses	Estimated Dollar Amount to Project Area Businesses
MAU Masonry	1	13212.75		
Coarse Trucking	1	7304.00		
Electrics	1	11450.00		
Rightway Traffic	1	3670.60		

\*Section 3 Businesses are those businesses and firms which are 51% or more owned by local residents. Also, the eligible Section 3 businesses must not exceed the following gross three year averages established by the Small Business Administration:

- General Contractors, construction...\$12,000,000
- Plumbing and electrical contractors...\$2,000,000 and structural steel erection
- Any other contractor.....\$1,000,000

The Section 3 Project Area shall be the St. Clair County boundaries or the closest jurisdiction to the programmed activity where qualified lower income employees or small businesses can be found.

**Hank's Ex & Lands, Inc.**

Company

**St. Clair Av Sidewalk Const**

Project Name

**PY-15**

Project Number

*Evelyn A. Smith*  
EEO OFFICER'S Signature

Date: **9/27/16**

ESTIMATED PROJECT WORKFORCE BREAKDOWN

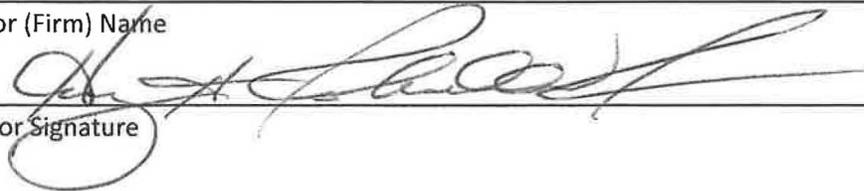
Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	Number of positions Currently Occupied by Permanent Employees	Number of positions not Currently Occupied	Number of Positions to be filled with L.I.P.A.R.*
Officers				
Supervisors	1			
Professionals				
Technicians				
Housing Sales				
Rental Mgmt.				
Office Clerks				
Others <i>Labors</i>	5			
Journeyman <i>Eq Op</i>	3			
Helpers				
Apprentices				
Maximum Number				
Trainees <i>Cement Mason</i>	2			
Others				
Journeyman <i>Truck Driver</i>	4			
Helpers <i>Electrician</i>	1			
Apprentices				
Maximum Number				

\*Lower Income Project Area Residents (L.I.P.A.R.). Individuals residing within the Section 3 determined project area boundaries whose family income does not exceed 90% of the medium income in the Standard Metropolitan Statistical Area (SMSA).

**Hank's Excavating & Landscaping, Inc.**

Contractor (Firm) Name

Contractor Signature





### **CERTIFICATION OF BIDDER**

The Certification of Bidder Form is intended to implement Executive Order 11246 (30 F.R. 12319-25), which includes rules, regulations, and orders for Equal Employment Opportunity. Because of this order, a certification regarding Equal Employment is required of bidders of prospective contractors and their proposed subcontractor(s) prior to the award of contracts or subcontracts.

The Certification of Bidder includes the bidder's name, address, and the Internal Revenue Service Employer Identification Number. It also contains four statements regarding participation in a previous contract or subcontract. Additional information required, is the dollar amount of bid, the performance period, and the expected total number of employees who will perform the proposed construction. Finally, the certification will include information regarding non-segregated facilities.

This certification must be signed, dated, and should be factual and complete to the best of the signer's knowledge.



St. Clair County  
INTERGOVERNMENTAL GRANTS DEPARTMENT

**CERTIFICATION OF BIDDERS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rule and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Employment Opportunity is required of bidders of prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

**CERTIFICATION OF BIDDER**

Bidders Name: Hank's Excavating & Landscaping, Inc.

Address: 5825 West State Route 161 Belleville, IL 62223

Internal Revenue Service Employer Identification Number: 37-1273004

**-EQUAL OPPORTUNITY CLAUSE-**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex, national origin, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will in all solicitation or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity.
3. The contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations and order of the Secretary of Labor pursuant thereto, and will permit access to his books, records and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contractors in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or an otherwise provided by law.

7. The contractor will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such directions by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

---

The contractor/subcontractor is fully aware that the St. Clair County Intergovernmental Grants Department has established that not less than fifteen percent (15%) of the total funds must be expended with minority businesses in the form of services, supplies, contracts, and/or other subcontracts.

1. Participation in a previous contract or subcontract.
  - a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause?  Yes  No
  - b. Compliance reports were required to be filed in connection with such contract or subcontract?  Yes  No
  - c. Bidder has filed all compliance reports required by Executive Order 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964?  Yes  No

If answer to item "c" is "No", please attach detailed explanation on additional page.

2. Dollar amount of bid: \$ 136,699.25
3. Anticipated performance period 50 Working (Days).
4. Expected total number of employees to perform the proposed construction 16.
5. Non-segregated facilities:  Yes  No

Notice to prospective Federally Assisted Construction Contractors:

Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Contractors receiving subcontract awards exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, will be required to provide the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 are not exempt from the provisions of the Equal Opportunity Clause.

Certification of Non-segregated Facilities:

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employee any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any locations, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not permit his/her employees to perform their services at any locations, under the control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities", means any waiting room, work areas, entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certification from proposed subcontractors for the specific time periods) he/she will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications of his/her files. The contractor will include the originals in his Bid Package.

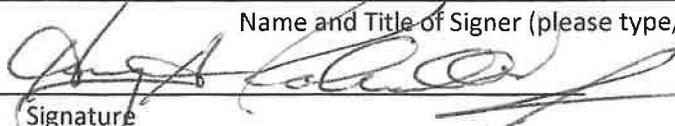
6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate block:
- African American     Hispanic American     Asian American     Aleut
- Eskimo     American Indian     Caucasian

Certification:

The information above is true and complete to the best of my knowledge and belief.

**Henry H. Rohwedder, President**

Name and Title of Signer (please type/print)



Signature

9/27/16

Date

*NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*



St. Clair County  
INTERGOVERNMENTAL GRANTS DEPARTMENT

**CONTRACTOR'S CERTIFICATION  
Concerning Labor Standards and Prevailing Wage Requirements**

To: St. Clair County Intergovernmental Grants Dept.

Date: 9/27/16

19 Public Square, Suite 200 – Belleville, IL 62220

Project Number: PY-15

Project Location: City of Fairview Heights

Project Name: St. Clair Ave Sidewalk Construction

1. The undersigned, having executed a contract with \_\_\_\_\_ (owner) for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infraction by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.5(b) of the Regulations of the Secretary of Labor, Prt 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

Hank's Excavating & Landscaping, Inc.

Internal Revenue Service

5825 West State Route 161

Employer's Identification

Belleville, IL 62223

# 37-1273004

(b) The undersigned is:

- A Single Proprietorship       A Partnership
- A Corporation Organized in the State of Illinois
- Other Organization (describe) \_\_\_\_\_

19 Public Square, Suite 200 • Belleville, Illinois 62220 • Phone (618) 277-6790 • Fax (618) 236-1190

An Equal Opportunity Employer. Auxiliary aids and services are available upon request.

(c) The name, title, and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
TSSI	President	5821 West State Route 161 Belleville, IL 62223

(d) The names and addresses of all other persons, businesses, and corporations having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

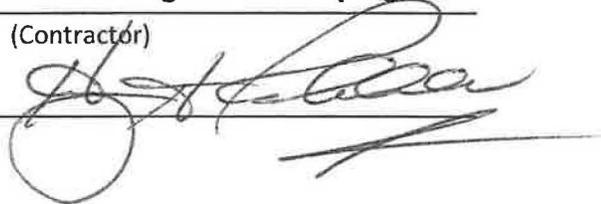
(e) The names, address, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

**Hank's Excavating & Landscaping, Inc.**

(Contractor)

Date: 9/27/16

By: 

**WARNING**

*U.S. Criminal Code, Section 1001, Title 18,, U.S.C., provides in part: "Whoever,...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined for not more than \$5,000 or imprisoned not more than two years, or both."*



**MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION  
CONTRACTOR'S AGREEMENT**

In compliance with the minority participation requirements of the Department of Housing and Urban Development (HUD) (24 CFR, Part 85.36 (e)) under the Community Development Block Grant (CDBG) Program, the St. Clair County Intergovernmental Grants Department (IGD), Community Development Group has adopted a policy that all contractors and subcontractors wishing to do business under this grant program shall adhere and abide by the minority business participation goal of fifteen percent (15%). The fifteen percent (15%) goal applies to those grant funds awarded to a specific CDBG project and are to be expended with a Minority Business Enterprise (MBE) in the form of services, supplies, contracts, or subcontracts.

HUD defines a Minority Business Enterprise (48 FR, 24 CDF, Part 2452 (2) (Sec. 2452.266-70)), as prescribed in Sec. 2426.222-7003, "as a business which is at least 51 percent (51%) owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent (51%) of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are: Black American, Hispanic Americans, Native Americans, Asian Americans, and Asian Indian Americans".

A woman-owned business, not defined as a Minority Business Enterprise, may not be considered within this definition.

Contractors awarded projects involving CDBG funding must know the MBE firm(s) that will be utilized on the project when submitting their bid proposal. Contractors can contact the Contract Specialist for a listing of recognized MBE firms. Should the Contractor be unable to locate a MBE firm, the Contractor agrees to contact the Contract Specialist for assistance before requesting a waiver of MBE participation. Contractors should note that waivers are uncommon and will NOT be considered without approved documentation identifying that the Contractor has exhausted all efforts in locating a MBE firm.

Each MBE wishing to participate in St. Clair County's Community Development Program must complete a Minority Business Enterprise Contractor Certification Application or be previously Certified as a MBE with IGD before a binding contract to provide services or supplies is executed.

The undersigned acknowledges that:

- (a) I have read and understood the requirements of the St. Clair County Intergovernmental Grants Department Community Development Group Minority Business Enterprise participation goal.
- (b) I will, to my best efforts, seek to meet the fifteen percent (15%) MBE goal.
- (c) Should I be unable to comply with the MBE participation goal after aggressive efforts, I will, at the first knowledge, appeal in writing to my IGD Contract Specialist in turn to be submitted to the Community Development Program Coordinator for determination and resolution.

**Hank's Excavating & Landscaping, Inc.**

Contractor/Subcontractor – Firm's Name

**Henry H. Rohwedder, President**

Print Name and Title

9/27/16

Date

Signature





St. Clair County  
INTERGOVERNMENTAL GRANTS DEPARTMENT

**MINORITY BUSINESS ENTERPRISE  
CONTRACTOR CERTIFICATION FORM**

1. MINORITY FIRM INFORMATION

Name: B. Garcia Trucking  
 Address: 2760 N 45th  
 City: Fairmont City State: IL Zip: 62201  
 Internal Revenue Number: 37-0857804

2. CERTIFICATION: The undersigned official(s) of the named minority firm certify the following information:

- A "minority business enterprise" is a business which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. For this purpose, minority group members are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act.
- The following individuals are recognized as members of a minority group: Black Americans, Hispanic Americans, Native Americans (American Indians, Eskimos, Aleuts or Native Hawaiians); Asia, Pacific Americans (person with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, Kampuchea, Vietnam, Korea, the Philippines, U.S. Trust Territory of the Pacific Islands, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiributi, Tuvalu, or Nauru); Subcontinent Asian Americans (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal); and members of other groups designated from time-to-time by SBA.
- Indicate below the percentage of ownership by a minority category. In the case of joint ventures, identify the percent of minority participation in the joint venture.

<u>Category</u>	<u>Percentage</u>
White, Non-Hispanic:	_____
Black, Non-Hispanic:	_____
Hispanic:	100%
Asian/Pacific Islander:	_____
American Indian/Alaskan Native:	_____
Other	_____
<b>TOTAL</b> .....	_____

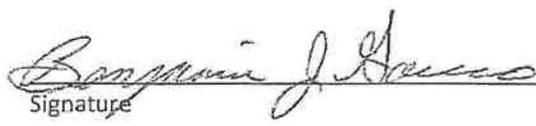
- Must total at least fifty-one percent (51%) minority owned and operated.

Project Name/Location: St Clair Av Fairview Hts

Identify the work to be performed on this project: Trucking

Benjamin Garcia/ Operations Manager  
Name & Title of Authorized Official of the Named Minority Business

618-874-3741  
Telephone Number

  
Signature

9-29-16  
Date

**WARNING**

*U.S. Criminal Code, Title 18 USC Section 1001, Chapter 47 – Fraud and False Statements, in part: “whoever, in any matter... (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both.”*

NOTE: Each MBE wishing to participate in the St. Clair County Community Development Block Grant (CDBG) Program must complete this Certification before a binding contract to provide services or supplies is executed.

The MBE must submit this Certification to the  
St. Clair County Intergovernmental Grants Department  
Community Development Group  
19 Public Square, Suite 200  
Belleville, Illinois, 62220.



St. Clair County  
INTERGOVERNMENTAL GRANTS DEPARTMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Hanks Ex & Load Inc

Name of Prime Contractor

St Clair Ave

Project Number

- GENERAL -

In accordance with Executive Order 11248 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders to the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders of prospective contractors and their proposed subcontractors prior to the award of contracts and sub-contracts.

- SUBCONTRACTOR'S CERTIFICATION -

Subcontractor's Name: B. Garcia Trucking

Address/Phone: 2760 N 45th Fairmont City, IL 62201

Internal Revenue Service Employee Identification Number: 37-0857804

- EQUAL OPPORTUNITY CLAUSE -

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

19 Public Square, Suite 200 • Belleville, Illinois 62220 • Phone (618) 277-6790 • Fax (618) 236-1190

All Equal Opportunity Employees, Auxiliary aids and services are available upon request.

IGD Subcontractor Certification - EEO Form



(May 2014)

1

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access of his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or such provisions including sanctions or noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request of the United States to enter into such litigation to protect the interest of the United States.

\*\*\*\*\*

1. Participation in a previous contract or subcontract.

- a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause...  Yes  No
- b. Compliance reports were required to be filled in connection with such contract or subcontract...  Yes  No
- c. Subcontractor has filed all compliance reports required by Executive Order 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of Civil Rights Act of 1964...  Yes  No  N/A
- d. If answer to Item 'c' is "No" please explain in detail on reverse side of this certification.

- 2. Dollar amount of proposed subcontract \$ 7304.00
- 3. Anticipated performance period 50 WD
- 4. Minority owned business.  Yes  No
- 5. Female owned business.  Yes  No
- 6. Expected total number of employees who will perform the proposed subcontract 3
- 7. Description of work to be performed. Trucking

8. Non-segregated facilities.

a. Notice to Prospective Subcontractors of Requirement for Certification.

Contractor receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

b. Certification of non-segregated facilities.

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments,

and that services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his employees to perform their services at any location under this control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications in his/her files. The subcontractor will include the originals in his/her Bid Package.

9. Race or ethnic group designation of subcontractor. Identify race or ethnic group in the appropriate blank:

- |   |  |
|---|--|
| <input type="checkbox"/> Black  | <input type="checkbox"/> Asian                           |
| <input type="checkbox"/> Black who are Hispanic                       | <input type="checkbox"/> Asian who are Hispanic          |
| <input type="checkbox"/> American Indian                              | <input type="checkbox"/> Asian/Pacific Islander/Hispanic |
| <input type="checkbox"/> American Indian who are Hispanic             | <input type="checkbox"/> Asian and White                 |
| <input type="checkbox"/> American Indian/AK Native/White              | <input type="checkbox"/> Asian/White who are Hispanic    |
| <input type="checkbox"/> American Indian/AK Native/Black              | <input checked="" type="checkbox"/> Hispanic             |
| <input type="checkbox"/> American Indian/AK Native/Hispanic           |  |
| <input type="checkbox"/> American Indian/AK Native/White/Non-Hispanic |  |
| <input type="checkbox"/> White (other than Spanish American)          |  |
| <input type="checkbox"/> White who are Hispanic                       |  |
| <input type="checkbox"/> Black and White                              |  |
| <input type="checkbox"/> Black and White who are Hispanic             |  |
| <input type="checkbox"/> Other Multi-racial                           |  |
| <input type="checkbox"/> Other Multi-racial who are Hispanic          |  |

REMARKS: \_\_\_\_\_

Certification – The information above is true and complete to the best of my knowledge and belief.

**Benjamin Garcia/ Operations Manager**

Name and Title of Signer (Please Type/Print)

*Benjamin Garcia*  
Signature

9-29-16

Date

Note: The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



# St. Clair County

## INTERGOVERNMENTAL GRANTS DEPARTMENT

### MINORITY BUSINESS ENTERPRISE CONTRACTOR CERTIFICATION FORM

1. MINORITY FIRM INFORMATION

Name: **MAV MASONRY, INC.**

Address: **10873 BEE HOLLOW ROAD**

City: **MARISSA** State: **IL** Zip: **62257**

Internal Revenue Number: **37-1358613**

2. CERTIFICATION: The undersigned official(s) of the named minority firm certify the following information:

- A "minority business enterprise" is a business which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. For this purpose, minority group members are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act.
- The following individuals are recognized as members of a minority group: Black Americans, Hispanic Americans, Native Americans (American Indians, Eskimos, Aleuts or Native Hawaiians); Asia, Pacific Americans (person with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, Kampuchea, Vietnam, Korea, the Philippines, U.S. Trust Territory of the Pacific Islands, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiributi, Tuvalu, or Nauru); Subcontinent Asian Americans (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal); and members of other groups designated from time-to-time by SBA.
- Indicate below the percentage of ownership by a minority category. In the case of joint ventures, identify the percent of minority participation in the joint venture.

<u>Category</u>	<u>Percentage</u>
White, Non-Hispanic:	_____
Black, Non-Hispanic:	_____
Hispanic:	51%
Asian/Pacific Islander:	_____
American Indian/Alaskan Native:	_____
Other	_____
<b>TOTAL</b> .....	51%

- Must total at least fifty-one percent (51%) minority owned and operated.

Project Name/Location: ST. CLAIR AVENUE FROM IL 157 TO THIRD STREET, FAIRVIEW HEIGHTS

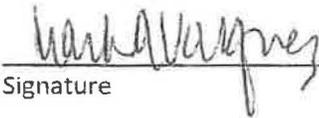
Identify the work to be performed on this project: CONCRETE

MARK A VASQUEZ, PRESIDENT

Name & Title of Authorized Official of the Named Minority Business

618-768-4519

Telephone Number



Signature

9/29/16

Date

**WARNING**

*U.S. Criminal Code, Title 18 USC Section 1001, Chapter 47 – Fraud and False Statements, in part: “whoever, in any matter... (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both.”*

NOTE: Each MBE wishing to participate in the St. Clair County Community Development Block Grant (CDBG) Program must complete this Certification before a binding contract to provide services or supplies is executed.

The MBE must submit this Certification to the  
St. Clair County Intergovernmental Grants Department  
Community Development Group  
19 Public Square, Suite 200  
Belleville, Illinois, 62220.



St. Clair County  
INTERGOVERNMENTAL GRANTS DEPARTMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Hank's Excavating & Landscaping, Inc.

Name of Prime Contractor

St Clair Ave

Project Number

- GENERAL -

In accordance with Executive Order 11248 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders to the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders of prospective contractors and their proposed subcontractors prior to the award of contracts and sub-contracts.

- SUBCONTRACTOR'S CERTIFICATION -

Subcontractor's Name: MAV MASONRY, INC.

Address/Phone: 10873 BEE HOLLOW ROAD, MARISSA, IL 62257 618-768-4519

Internal Revenue Service Employee Identification Number: 37-1358613

- EQUAL OPPORTUNITY CLAUSE -

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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An Equal Opportunity Employer. Auxiliary aids and services are available upon request.

IGD Subcontractor Certification - EEO Form



(May 2014)

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access of his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or such provisions including sanctions or noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request of the United States to enter into such litigation to protect the interest of the United States.

\*\*\*\*\*

1. Participation in a previous contract or subcontract.

- a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause...  Yes  No
- b. Compliance reports were required to be filled in connection with such contract or subcontract...  Yes  No
- c. Subcontractor has filed all compliance reports required by Executive Order 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of Civil Rights Act of 1964...  Yes  No  N/A
- d. If answer to Item 'c' is "No" please explain in detail on reverse side of this certification.

- 2. Dollar amount of proposed subcontract \$ 25,123.75 13,212.75
- 3. Anticipated performance period FALL 2016
- 4. Minority owned business.  Yes  No
- 5. Female owned business.  Yes  No
- 6. Expected total number of employees who will perform the proposed subcontract 5
- 7. Description of work to be performed. FLAT CONCRETE WORK

8. Non-segregated facilities.

- a. Notice to Prospective Subcontractors of Requirement for Certification.  
Contractor receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
- b. Certification of non-segregated facilities.  
The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments,

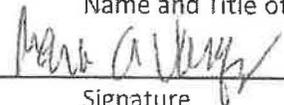
and that services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his employees to perform their services at any location under this control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications in his/her files. The subcontractor will include the originals in his/her Bid Package.

9. Race or ethnic group designation of subcontractor. Identify race or ethnic group in the appropriate blank:
- |   |  |
|---|--|
| <input type="checkbox"/> Black  | <input type="checkbox"/> Asian                           |
| <input type="checkbox"/> Black who are Hispanic                       | <input type="checkbox"/> Asian who are Hispanic          |
| <input type="checkbox"/> American Indian                              | <input type="checkbox"/> Asian/Pacific Islander/Hispanic |
| <input type="checkbox"/> American Indian who are Hispanic             | <input type="checkbox"/> Asian and White                 |
| <input type="checkbox"/> American Indian/AK Native/White              | <input type="checkbox"/> Asian/White who are Hispanic    |
| <input type="checkbox"/> American Indian/AK Native/Black              | <input type="checkbox"/> Hispanic                        |
| <input type="checkbox"/> American Indian/AK Native/Hispanic           |  |
| <input type="checkbox"/> American Indian/AK Native/White/Non-Hispanic |  |
| <input type="checkbox"/> White (other than Spanish American)          |  |
| <input checked="" type="checkbox"/> White who are Hispanic            |  |
| <input type="checkbox"/> Black and White                              |  |
| <input type="checkbox"/> Black and White who are Hispanic             |  |
| <input type="checkbox"/> Other Multi-racial                           |  |
| <input type="checkbox"/> Other Multi-racial who are Hispanic          |  |

REMARKS: \_\_\_\_\_

Certification – The information above is true and complete to the best of my knowledge and belief.

**MARK A VASQUEZ, PRESIDENT**

Name and Title of Signer (Please Type/Print)	
	9/29/16
Signature	Date

Note: The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



**St. Clair County**  
**INTERGOVERNMENTAL GRANTS DEPARTMENT**

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
 EQUAL EMPLOYMENT OPPORTUNITY**

Hank's Excavating & Landscaping, Inc.

Name of Prime Contractor

St Clair Ave

Project Number

- GENERAL -

In accordance with Executive Order 11248 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders to the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders of prospective contractors and their proposed subcontractors prior to the award of contracts and sub-contracts.

- SUBCONTRACTOR'S CERTIFICATION -

Subcontractor's Name: Right Way Traffic Control, Inc.

Address/Phone: 2961 Best Way, Belleville, IL 62226 / 618.310.0105

Internal Revenue Service Employee Identification Number: 27-1396339

- EQUAL OPPORTUNITY CLAUSE -

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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An Equal Opportunity Employer. Auxiliary aids and services are available upon request.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access of his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or such provisions including sanctions or noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request of the United States to enter into such litigation to protect the interest of the United States.

\*\*\*\*\*

1. Participation in a previous contract or subcontract.
  - a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause...  Yes  No
  - b. Compliance reports were required to be filled in connection with such contract or subcontract...  Yes  No
  - c. Subcontractor has filed all compliance reports required by Executive Order 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of Civil Rights Act of 1964...  Yes  No  N/A
  - d. If answer to Item 'c' is "No" please explain in detail on reverse side of this certification.
2. Dollar amount of proposed subcontract \$ 3670,60
3. Anticipated performance period 1 day
4. Minority owned business.  Yes  No
5. Female owned business.  Yes  No
6. Expected total number of employees who will perform the proposed subcontract 4
7. Description of work to be performed. Striping

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8. Non-segregated facilities.
  - a. Notice to Prospective Subcontractors of Requirement for Certification.  
Contractor receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
  - b. Certification of non-segregated facilities.  
The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments,

and that services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his employees to perform their services at any location under this control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications in his/her files. The subcontractor will include the originals in his/her Bid Package.

9. Race or ethnic group designation of subcontractor. Identify race or ethnic group in the appropriate blank:

- |   |  |
|---|--|
| <input type="checkbox"/> Black  | <input type="checkbox"/> Asian                           |
| <input type="checkbox"/> Black who are Hispanic                         | <input type="checkbox"/> Asian who are Hispanic          |
| <input type="checkbox"/> American Indian                                | <input type="checkbox"/> Asian/Pacific Islander/Hispanic |
| <input type="checkbox"/> American Indian who are Hispanic               | <input type="checkbox"/> Asian and White                 |
| <input type="checkbox"/> American Indian/AK Native/White                | <input type="checkbox"/> Asian/White who are Hispanic    |
| <input type="checkbox"/> American Indian/AK Native/Black                | <input type="checkbox"/> Hispanic                        |
| <input type="checkbox"/> American Indian/AK Native/Hispanic             |  |
| <input type="checkbox"/> American Indian/AK Native/White/Non-Hispanic   |  |
| <input checked="" type="checkbox"/> White (other than Spanish American) |  |
| <input type="checkbox"/> White who are Hispanic                         |  |
| <input type="checkbox"/> Black and White                                |  |
| <input type="checkbox"/> Black and White who are Hispanic               |  |
| <input type="checkbox"/> Other Multi-racial                             |  |
| <input type="checkbox"/> Other Multi-racial who are Hispanic            |  |

REMARKS: \_\_\_\_\_

Certification – The information above is true and complete to the best of my knowledge and belief.

**Deborah K. Bryant, President**

Name and Title of Signer (Please Type/Print)

*Deborah K. Bryant*

Signature

09/29/2016

Date

Note: The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



**St. Clair County**  
**INTERGOVERNMENTAL GRANTS DEPARTMENT**

**SUBCONTRACTOR'S CERTIFICATION**  
**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

Contractor: Right Way Traffic Control, Inc. Date: 09/29/2016

Project Name: St. Clair Avenue Sidewalk Construction

The undersigned, having executed a contract with Hank's Excavating & Landscaping, Inc.  
 (Contractor)

for Striping  
 (Nature of Work to be performed)

in the amount of \$3,670.60, in the construction of the above-identified project certifies that:

1. The Labor Standards Provisions of the "contract for construction" are included in the aforesaid contract.
2. The undersigned, nor any firm, corporation, partnership or association in which the undersigned has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended {40 U.S.C. 276a-2(a)}.
3. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest, is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

The undersigned agrees to obtain and forward to the contractor for transmittal to the recipient within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

Undersigned certifies that the legal name and the business address of subcontractor is:

Name: Right Way Traffic Control, Inc.

Address: 2961 Best Way, Belleville, IL 62226

Telephone: 618.310.0105

The undersigned is:

- A Single Proprietorship       A Corporation Organized in the State of IL
- A Partnership                       Other Organization (Describe) \_\_\_\_\_

The name, title and address of the owner, partners or officers of the undersigned are:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
<u>Deborah K. Bryant</u>	<u>President</u>	<u>125 Tall Maple Ct., Freeburg, IL 62243</u>
_____	_____	_____
_____	_____	_____

Date 09/29/2016 Subcontractor Signature: Deborah K. Bryant





St. Clair County  
INTERGOVERNMENTAL GRANTS DEPARTMENT

**SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

Contractor: Electrico Inc. Date: 9/29/2016

Project Name: St. Clair Ave from IL 157 to 3rd Street

The undersigned, having executed a contract with Hank's Excavating and Landscaping Inc.  
(Contractor)

for Removing and Replacing Handholes  
(Nature of Work to be performed)

in the amount of \$ 11,450.00 in the construction of the above-identified project certifies that:

1. The Labor Standards Provisions of the "contract for construction" are included in the aforesaid contract.
2. The undersigned, nor any firm, corporation, partnership or association in which the undersigned has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended {40 U.S.C. 276a-2(a)}.
3. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest, is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

The undersigned agrees to obtain and forward to the contractor for transmittal to the recipient within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

Undersigned certifies that the legal name and the business address of subcontractor is:

Name: Electrico Inc.

Address: 7706 Wagner Road, Millstadt, IL 62260

Telephone: 618-538-9500

The undersigned is:

- A Single Proprietorship                       A Corporation Organized in the State of Illinois  
 A Partnership                                       Other Organization (Describe) \_\_\_\_\_

The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Matt Riebeling</u>	<u>President</u>	<u>7706 Wagner Rd, Millstadt, IL 62260</u>
<u>Nick Kleinschmidt</u>	<u>Treasurer</u>	<u>7706 Wagner Rd, Millstadt, IL 62260</u>
_____	_____	_____

Date 9/29/2016 Subcontractor Signature:



St. Clair County  
INTERGOVERNMENTAL GRANTS DEPARTMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**Hank's Excavating & Landscaping, Inc.**

Name of Prime Contractor

*St Clair Ave*

Project Number

- GENERAL -

In accordance with Executive Order 11248 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders to the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders of prospective contractors and their proposed subcontractors prior to the award of contracts and sub-contracts.

- SUBCONTRACTOR'S CERTIFICATION -

Subcontractor's Name: **Electrico Inc.**

Address/Phone: **7706 Wagner Road Millstadt, IL 62260**

Internal Revenue Service Employee Identification Number: **37-1349440**

- EQUAL OPPORTUNITY CLAUSE -

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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An Equal Opportunity Employer. Auxiliary aids and services are available upon request.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access of his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or such provisions including sanctions or noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request of the United States to enter into such litigation to protect the interest of the United States.

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1. Participation in a previous contract or subcontract.

- a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause...  Yes  No
- b. Compliance reports were required to be filled in connection with such contract or subcontract...  Yes  No
- c. Subcontractor has filed all compliance reports required by Executive Order 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of Civil Rights Act of 1964...  Yes  No  N/A
- d. If answer to Item 'c' is "No" please explain in detail on reverse side of this certification.

- 2. Dollar amount of proposed subcontract \$ 11,450.00
- 3. Anticipated performance period 50 Working Days
- 4. Minority owned business.  Yes  No
- 5. Female owned business.  Yes  No
- 6. Expected total number of employees who will perform the proposed subcontract 4
- 7. Description of work to be performed. Remove and replace handholes.

8. Non-segregated facilities.

- a. Notice to Prospective Subcontractors of Requirement for Certification.  
Contractor receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
- b. Certification of non-segregated facilities.  
The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments,



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 2308

Hank's Excavating & Landscaping, Inc.  
5825 West State Highway 161 Belleville, IL 62223

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$27,476,000.00

001	EARTHWORK	\$6,250,000
005	HMA PAVING	\$550,000
007	SOIL STABILIZATION & MOD.	\$125,000
012	DRAINAGE	\$5,125,000
017	CONCRETE CONSTRUCTION	\$5,325,000
018	LANDSCAPING	\$1,525,000
034	DEMOLITION	\$800,000
08A	AGGREGATE BASES & SURF. (A)	\$1,250,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/12/2016 TO 4/30/2017 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/13/2016.

Interim Engineer of Construction



## ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT

### COMMUNITY DEVELOPMENT GROUP

#### INFORMATION FOR BIDDERS

Each BIDDER is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her bid.

**The Bidder Agrees To Abide By The Following Requirements, And Where Necessary Require Subcontractors To Do The Same:**

1. Complete the Community Development Certification of Bidder Form and comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented in Department of Regulations (41 CFR, Part 60).
2. Complete the Affirmative Action Plan and comply with Section 3 of the Housing and Community Development Act of 1977 and the Housing and Urban-Rural Recovery Act of 1983.
3. Comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276c) as supplemented in Department of Labor Regulations (29 U.S.C., 102 et seq.).
4. Comply with the Davis-Bacon Act (40 U.S.C. 276A-5), and as supplemented by Department of Labor Regulations (20 U.S.C., 102 et seq.).
5. Comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor Regulations (29 U.S.C., 102 et seq.).
6. Comply with Clean Air Act and Federal Water Pollution Control Act of 1970 as Amended by (42 U.S.C. 7401-76-42).
7. Comply with the Community Development Division Minority Business Enterprise (MBE) program requirements.
8. Comply with Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)).
9. Comply with Community Development Economic Development Act of 1981 (42 U.S.C. 9801 et seq.).
10. Comply with noise limitation regulation (HUD Regulations 24 CFR Part 51 Subpart B).
11. Submit required notices, reports, and certifications, including but not limited to the following:
  - a) Proposal or agreement that will include Bid Form (showing unit prices, quantities, etc.)
  - b) Proper Bid Bond
  - c) Contract Bond, or
  - d) Performance Bond, Payment, Material and Labor Bond
  - e) Certificate of Insurance
  - f) Change Order Form (Note: Any Change Order must be reviewed by the Community Development Division and approved prior to initiation).

The latest completion date of the Construction Contract to be awarded must not exceed the expiration date of the Community Development Block Grant Contract executed between St. Clair County and the local unit of government. Failure to comply with these terms will result in the rejection of any and all bids or Termination of Contract.

Awards will be made to the responsible BIDDER whose Bid is responsive to the invitation and is most advantageous to the OWNER.



ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT  
COMMUNITY DEVELOPMENT GROUP

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APPLICABLE FEDERAL LAWS, ACTS, REGULATIONS, ETC.

Following are summary explanations of applicable Federal Laws, Acts, Regulations, Executive Orders, etc. which are hereby incorporated by reference as though fully set out herein, and which are on file in the St. Clair County Intergovernmental Grants Department. The DELEGATE AGENCY, its agents, contractors, etc. shall have the right at all times during normal work hours to access said documents; and, shall comply with all applicable provisions thereof.

1. CIVIL RIGHTS ACT

A. A concise statement on non-discrimination in federally-assisted programs is made in Section 601 of the Civil Rights Acts of 1964 and further expanded in Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, sex, national origin, or religious preference, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by this Title (receiving federal financial assistance)

B. Specific Discriminatory Actions Prohibited

1. A recipient may not, under any program or activity to which the regulation of this part may apply, directly or through contractual or other arrangements, on the ground of sex, race, color, national origin, religious preference, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also persons with special needs, sexual orientation or gender identity:
  - a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity;
  - b. Provide any facilities, services, financial aid, or other benefits which are different or are provided in a different form from that provided to others under the program or activity;
  - c. Subject to segregated or separate treatment in any facility in, or in any manner of process related to receipt of any service or benefit under the program of activity;
  - d. Restrict in any way, access to or enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial or other benefits under the program or activity;
  - e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must met in order to be provided any facilities, services, or other benefit provided under the program or activity; and,
  - f. Deny an opportunity to participate in a program or activity as an employee.

2. A recipient may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of sex, race, color, national origin, or religious preference or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular sex, race, color, national origin, religious preference, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also persons with special needs, sexual orientation or gender identity.
  3. A recipient, in determining the site or location of housing or facilities provided in whole or in part with community development funds under this part, may not make selections of such site or location which have the effect of excluding individuals from, denying the benefits of, or subjecting them to discrimination on the ground of sex, race, color, national origin, religious preference, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also persons with special needs, sexual orientation or gender identity; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act and of this section.
  4. A recipient in administering a program or activity funded in whole or in part with community development block grant funds should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular sex, race, color, national origin, religious preference, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also persons with special needs, sexual orientation or gender identity. Where previous discriminatory practice or preference, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this part applies, the recipient has an obligation to take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage.
- C. Title VIII of the Civil Rights Act of 1968 concerns one aspect of equal opportunity, fair housing. This Title's purposes are set forth in Section 901 of the Act (42 U.S.C. 3601).  
It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States.

Section 808 (d) directs all executive departments and agencies to "administer their programs and activities relating to housing and urban development in a manner affirmatively to further the purposes of this title". This Title in particular makes illegal discriminatory practices occurring in the advertising and sale of real estate and encourages the enactment and enforcement of a fair and open housing law.

- D. Other federal civil rights provisions also have a significant effect upon local use of assistance programs. Equal Employment Opportunity is not only covered by the Civil Rights Act of 1964 (coverage extended in 1972) to employees of states and their political subdivisions, but is also the particular subject of Presidential Executive Order 11246 which directs the Secretary of Labor to assure that government contractors and subcontractors do not improperly discriminate against employees or applicants for

employment. The order requires contractors to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their sex, race, color, national origin, religious preference, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also persons with special needs, sexual orientation or gender identity.

E. Section 3 of the Housing and Urban Development Act of 1968 also applies to requiring employment priority to lower income residents, and contractual priority to local businesses for work to be performed in the community.

2. FEDERAL LABOR STANDARDS PROVISIONS

Except for rehabilitation of residential units for less than eight (8) families, all construction projects over \$2,000 financed in whole or in part with Community Development Block Grant (CDBG) funds must comply with the Davis-Bacon Act and the Contract Work Hour and Safety Standards Act. These laws require the payment of prevailing wage rates, govern the ratio of apprentices and trainees to journeymen, require the payment of overtime compensation, and the compliance with safety standards.

3. HATCH ACT

Neither the community development programs nor the funds provided therefore nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

4. ARCHITECTURAL BARRIERS ACT

The Architectural Barriers of 1968 requires that the design of any facility (building, outdoor recreation or restroom facility) constructed with funds from this program comply with the "America Standard Specifications for Making Buildings and Facilities Accessible and Useable by the Physically Handicapped". (41 CFR 101-10.603)

5. NATIONAL FLOOD INSURANCE PROGRAM

No portion of the assistance provided under the Municipality's Agreement with St. Clair County is approved for acquisition or construction purposes, as defined under Section 3(a) of the Flood Disaster Act of 1973, in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements for participation in the national flood insurance program pursuant to Section 301(d) of the Flood Disaster Act of 1973.

The use of any assistance provided under the Municipality's Agreement with St. Clair County for acquisition or construction in such identified areas shall be subject to the mandatory purchase of flood insurance requirements Section 102(a) of the Act. In the event the Municipality purchases land located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 40, the Municipality shall, during the ownership of such land, purchase flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided by the department and the County under agreement with the Municipality.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of

the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under

approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed

in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

HUD investments in local communities represent one of the largest sources of federal funding, and the expenditure of these funds typically results in new contracts and jobs. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from certain HUD funds.

Please visit [www.hud.gov/section3](http://www.hud.gov/section3) for more information on the requirements of Section 3.

## WHAT IS A SECTION 3 BUSINESS?

*If your business meets one of the following criteria, you may be eligible to receive priority consideration when bidding on certain HUD-funded contracts or subcontracts:*

- 1) 51 percent or more owned by Section 3 residents; or
- 2) At least 50 percent of full-time, permanent staff are Section 3 residents (or were Section 3 residents within the last 3 years); or

- 3) Evidence of a commitment to subcontract 25 percent or more of the total dollar amount of all subcontracts to businesses that meet one of the criteria listed above.

## WHO ARE SECTION 3 RESIDENTS?

*If you meet one of the following criteria, you may be eligible to receive priority consideration when applying for certain HUD-funded jobs and training opportunities:*

- 1) Public housing residents; or
- 2) Low and very low-income persons who live in the metropolitan area or Non-metropolitan County where covered HUD funding is spent.

*To determine income eligibility in your community, visit <http://www.huduser.org/portal/datasets/il.html>*

## WHAT IS THE SECTION 3 BUSINESS REGISTRY?

The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.

The Section 3 Business Registry will be used by Public Housing Authorities (PHAs), State, County, and local government agencies, property owners, developers, contractors and others as a resource for finding local Section 3 businesses to be notified about HUD-funded contracting opportunities. Section 3 residents are also encouraged to use the registry to locate Section 3 businesses that may have new HUD-funded jobs as a result of recently awarded HUD-funded contracts.

HUD will maintain the Section 3 Business Registry to assist agencies that receive HUD funds with meeting their Section 3 obligations. However, HUD does not verify information submitted by businesses and does not endorse the services they provide. Therefore, agencies and other users should perform due diligence to confirm eligibility before awarding contracts to firms in the Section 3 Business Registry.

Contact HUD at [section3@hud.gov](mailto:section3@hud.gov) if you believe firms in HUD's Section 3 Business Registry have

*continued*



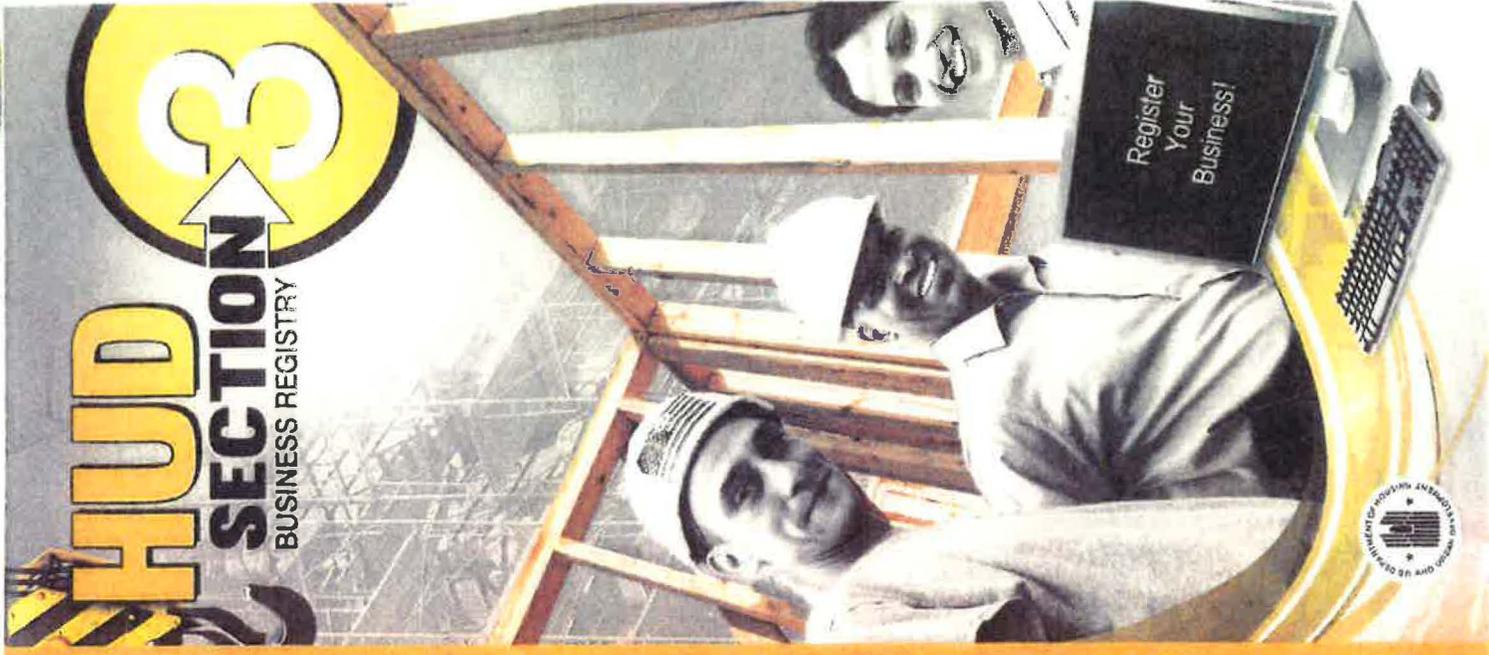
potentially misrepresented themselves. In such situations, HUD will request documentation to verify the businesses' eligibility. Businesses that are found to have misrepresented themselves will be removed from the Section 3 Business Registry and penalized (see HUD's Section 3 Business Registry webpage for more information).

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit [www.hud.gov/Sec3biz](http://www.hud.gov/Sec3biz).

## SECTION 3 AND HUD-FUNDED CONTRACTS

Section 3 requirements provide preference but not a guarantee to Section 3 residents and Section 3 businesses when new jobs, training, or contracting opportunities are created as a result of HUD funds. Section 3 residents and businesses are not entitled to jobs or contracts simply because they meet the eligibility criteria. Section 3 residents and businesses may need to demonstrate that they have the ability to perform successfully under the terms and conditions of proposed contracts and meet the qualifications for jobs or contracts they are seeking.

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD-funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHQO), a copy of the Section 3 Complaint Form (HUD-958) and a list of FHQO Regional Offices can be found online at: [www.hud.gov/section3](http://www.hud.gov/section3)



#E3Downside

[www.hud.gov/section3](http://www.hud.gov/section3)

# SAMPLE

## RESIDENT EMPLOYMENT OPPORTUNITY DATA

<b>THE (CITY/VILLAGE/TOWNSHIP OF)</b> _____ <b>ELIGIBILITY FOR PREFERENCE</b>
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### Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

<b>Certification for Resident Seeking Section 3 Preference in Training and Employment</b>	
I, _____, am a legal resident of the _____	
_____ and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.	
My permanent address is:	
_____	
_____	
I have attached the following documentation as evidence of my status:	
<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Other evidence
_____	_____
_____	_____
Signature	
_____	_____
Print Name	Date

**SECTION 3 INCOME LIMITS – CY 2015**

All residents of public housing developments of the \_\_\_\_\_ Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the \_\_\_\_\_ City of \_\_\_\_\_

Who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

**Eligibility Guideline**

<b>Number in Household</b>	<b>Very Low Income</b>	<b>Low Income</b>
1 individual	\$24,650	\$39,400
2 individuals	\$28,150	\$45,000
3 individuals	\$31,650	\$50,650
4 individuals	\$35,150	\$56,250
5 individuals	\$38,000	\$60,750
6 individuals	\$40,800	\$65,250
7 individuals	\$43,600	\$69,750
8 individuals	\$46,400	\$74,250



**ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT  
CERTIFIED MINORITY BUSINESS ENTERPRISES (MBE's)**

<p><b><u>Adams Painting Company</u></b> Larry Adams, President 125 White Pine Ave O'Fallon, IL 62269 (618) 628-1860 Fax: 618-628-1950 <a href="mailto:adamspaintingla@sbcglobal.net">adamspaintingla@sbcglobal.net</a></p>	<p>Painting-Interior/Exterior</p>
<p><b><u>Austin Construction Group Corporation</u></b> Isaac P. Austin, Jr., President 2740 Bond Avenue East St. Louis, IL 62207-1720 Cell: (618) 920-0806</p>	<p>Concrete Flatwork – sidewalk, driveway, curb &amp; gutter, slabs, pavement, concrete patch, sawing, misc. concrete; Wood Frame Construction: commercial/residential rehab, decks, doors, windows  Certified with CMS</p>
<p><b><u>AVIAN, Inc.</u></b> Teresa Schaltenbrand, President 208 S Charles Street – Suite B Belleville, IL 62220 Office: 618.236.9500 Fax: 618.236.9578 Email: <a href="mailto:TERESA@AVIANINC.BIZ">TERESA@AVIANINC.BIZ</a></p>	<p>Supplier of construction materials: electrical, HVAC, piping equipment  Certified with CMS</p>
<p><b><u>BAM Contracting LLC</u></b> Brian A. Murphy 2342 LaSalle St. Louis, MO 63104 Phone: 314.446.0415 Fax: 314.446.0418 Email: <a href="mailto:bmurphy@bamsconstruct.com">bmurphy@bamsconstruct.com</a> Web: <a href="http://www.bamconstruct.com">www.bamconstruct.com</a></p>	<p>Highway, Street, and Bridge Construction; Specialty: Curb and Gutter, Sidewalks  IDOT Certified City of St. Louis Certified</p>
<p><b><u>B. Garcia Trucking</u></b> Daniel Suarez, President 2760 North 45<sup>th</sup> Street Fairmont city, IL 62201 (618) 874-3741 FAX: 271-7652 Email: <a href="mailto:bgarciatrck@aol.com">bgarciatrck@aol.com</a></p>	<p>Trucking  IDOT certified</p>
<p><b><u>Brewster Companies, Inc.</u></b> 6321 East Main St. Maryville, IL 62062 Office: 618.344.4468 Chris Nazetta (618) 977-6409 Alex Nazetta (618) 830-7120 Email: <a href="mailto:info@brewster-co.com">info@brewster-co.com</a> Fax: 618-223-1887 Web: <a href="http://www.brewster-co.com">www.brewster-co.com</a></p>	<p>Excavating &amp; Grading; Drainage; Demolition; Clearing &amp; Grubbing; Landscaping; Seeding &amp; Sod; Trucking</p>
<p><b><u>Brown Trucking</u></b> Edwin V. Brown, Owner 1347 State St. E. St. Louis, IL 62201 (618) 274-6031 FAX: (618) 874-3880 Cell: (618) 781-9294 Email: <a href="mailto:edwnbrw61@yahoo.com">edwnbrw61@yahoo.com</a></p>	<p>Hauling – Dirt, Rock, Sand, Asphalt, and Demolition Debris; Two tandem dump trucks w/15' box/asphalt lip.</p>

<p><b><u>Centrex Electrical Supply Corporation</u></b>  Wilber A. Stuart II, President  3900 Washington Blvd. - St. Louis, MO 63108  (314) 535-3900 - Fax # (314) 535-4206  Email: <a href="mailto:guss@centrexelectric.com">guss@centrexelectric.com</a></p>	<p>Electrical Supplies - conduit, wire, fuses, circuit breakers, etc.</p> <p>Certified with IDOT, MODOT, CMS</p>
<p><b><u>DM Hauling</u></b>  DeMarcus Mitchell  2005 Oak tree Lane  Cahokia, IL 62206  Phone: (618) 691-8662 Fax: (618) 332-1601  Email: <a href="mailto:demmitc@hotmail.com">demmitc@hotmail.com</a></p>	<p>Trucking – Asphalt, rock, dirt, sand</p> <p>IDOT certified</p>
<p><b><u>Mr. David Mason, Owner</u></b>  David Mason &amp; Associates  800 South Vandeventer  St. Louis, MO 63110  Phone: 314-534-1030, x 3120  Fax: 314-534-1053  Website: <a href="http://www.davidmason.com/">http://www.davidmason.com/</a></p>	<p>Cleaning and televising sewer systems;  Engineering – Civil and Structural; Surveying  Architectural, Construction, and Program Mgmt.  Certifications: CDB, CMS, City of Chicago, City of Rockford, Metropolitan Water Reclamation District of Greater Chicago; Chicago Minority Supplier Development Council</p>
<p><b><u>Donnie Cooks Truck Service</u></b>  Donnie Cook, Owner  1813 Belmont Avenue  East St. Louis, IL 62205  (618) 550-3828 (No other phone numbers available)</p>	<p>Trucking – Asphalt, rock, dirt, sand</p> <p>IDOT certified</p>
<p><b><u>Brooks Hairston dba EAGLE WAY CONSTRUCTION</u></b>  Brooks Hairston, Owner  PO Box 2132  East St. Louis, IL 62202-2132  Phone: (314) 243-3188 Fax: 618.271.6657  Email: <a href="mailto:brooks@eaglewayconstruction.com">brooks@eaglewayconstruction.com</a></p>	<p>Miscellaneous concrete work; painting; striping</p> <p>IDOT certified</p>
<p><b><u>East Gate Hauling</u></b>  Vinton Harris, President  676 North 39<sup>th</sup> Street  E. St. Louis, IL 62205  Cell: (618) 973-8131 Fax: (618) 874-3942  Email: <a href="mailto:vintonharris@yahoo.com">vintonharris@yahoo.com</a></p>	<p>Trucking &amp; Hauling</p> <p>IDOT certified</p>
<p><b><u>Eddie Givens Contracting Services LLC</u></b>  Eddie Givens, Owner  100 Pershing  Centreville, IL 62203  Office: 618-973-0741 Fax: 618-394-0089  Cell: 618-973-1140  Email: <a href="mailto:edg1361@yahoo.com">edg1361@yahoo.com</a></p>	<p>New and Rehab Construction – Residential and Commercial - Electrical; Carpentry; Plumbing; Flooring; HVAC – Degree from Ranken; Lead Safety Renovation Certificate; OSHA Certificate; Building Analyst Professional Certificate (BPI); Envelope Professional Certificate (BPI); Universal Technician Certificate (Ranken)</p> <p>Certified with: CMS, MODOT, State of Missouri, IDOT, a Section 3 Business, and Mechanical Certificate in Belleville (Oct 2013)</p>

<p><b><u>EDK Construction Company</u></b>  Torre Slater, Owner  1614 North 23<sup>rd</sup> Street  East St Louis, IL 62204  Office: 618.271.6756      FAX: 618.213.6872  Cellular: 618.791.9539  Email: <a href="mailto:constructionedk@gmail.com">constructionedk@gmail.com</a></p>	<p>Concrete Flatwork, Rebar, and Excavation</p>
<p><b><u>Edwards-Kamadulski, LLC</u></b>  Kevin Edwards, Owner  PO Box 2557  E. St. Louis, IL 62205  Phone: (618) 274-7150      FAX: 274-7153  <a href="mailto:fjones@ed-kam.com">fjones@ed-kam.com</a></p>	<p>Clearing &amp; Grubbing, Demolition, Misc. Concrete, Excavating, Grading, and Drainage</p> <p>IDOT certified</p>
<p><b><u>Electrical Service Company</u></b>  Edward Escobedo, Owner  3406 Sheridan Drive - Belleville, IL 62226  Phone: (618) 509-3200      (No fax #)  Email: <a href="mailto:eman3406@hotmail.com">eman3406@hotmail.com</a></p>	<p>General Electrician – including motor control switches, receptacles, and commercial</p>
<p><b><u>Arthur Fields Company</u></b>  Arthur Fields, President  767 Vogel Place - East St. Louis, IL 62205  Phone: (618) 271-6034      Fax: (618) 875-2053  Cell: (618) 781-2684</p>	<p>Concrete Sawing, Removal, Paving, Excavating, Demolition, Clearing, Grubbing, Grading, Sidewalk, Curb/Gutter, Sewer lines, Water lines</p> <p>Certified with IDOT</p>
<p><b><u>The Firm Home Investments and Development, LLC</u></b>  Nanette Jelks, Bran-Dee Jelks, and Eddie Ross  3006 South Jefferson Avenue, Suite 105  St. Louis, MO 63118-1513  Phone: 314.881.1489;      Fax: 314.881.1489  Cell: 314.704.5592(Bran-Dee); 314.704.9836(Eddie)  Email: <a href="mailto:thefirmhomeinvestments@yahoo.com">thefirmhomeinvestments@yahoo.com</a></p>	<p>Excavation, environmental/commercial cleanup crews, commercial/residential construction, clean and prepare construction sites</p> <p>Certified with CMS; City of St Louis – Section 3; St Louis County – Section 3; and Lambert St Louis Int'l Airport - SLAA Authorities</p>
<p><b><u>Freeman Environmental Services, Inc.</u></b>  Paul Freeman, Shawn Freeman  307 Wastena Street  Benton, IL 62812  Office: (618) 435-9375      Fax: (618) 435-9379  Cell: (618) 922-0574  Email: <a href="mailto:fecs@midwest.net">fecs@midwest.net</a>  Website: <a href="http://www.freemanenvironmental.com">www.freemanenvironmental.com</a></p>	<p>Lead, Asbestos, and Mold Abatement, Demolition, Special Waste Disposal, Environmental Remediation, Emergency Response Services in relation to Environmental Hazards (Diesel, oil, and chemical spills)</p> <p>Certified with CMS</p>
<p><b><u>Gonzalez Companies, LLC</u></b>  Carlos Huddleston  525 West Main St. – Suite 125  Belleville, IL 62220  Phone: 618.222.2221 - Fax: 618.222.2225  Contact: Jeff Dortch, CPII - Project Manager  Email: <a href="mailto:gonzalezcompanies@gonzalezcos.com">gonzalezcompanies@gonzalezcos.com</a></p>	<p>Professional Architecture/Engineering: Construction inspection; research; roads and streets; urban planning</p> <p>IDOT Certified</p>

<p><b><u>Green Heating and Cooling</u></b>  Michael Green, Owner  6 Cameron Drive  Belleville, IL 62223  Cell: (618) 540-5910 Fax: (618) 213-6040  Email: <a href="mailto:bigmike618222@yahoo.com">bigmike618222@yahoo.com</a></p>	<p>HVAC</p> <p>Certifications: Section 3 Business, CMS certified, IDOT certified, Qualified Small Business Set-Aside Program on the Sell2 Illinois website</p>
<p><b><u>Hamel Inc.</u></b>  Cecil Howard, Owner  2950 Illinois Avenue - PO Box 2284  East St. Louis, IL 62202  (618) 271-4770 FAX: 271-4784  Email: <a href="mailto:hamelinc@att.net">hamelinc@att.net</a></p>	<p>Miscellaneous Concrete</p> <p>IDOT Certified</p>
<p><b><u>Henley Construction</u></b>  Jesse J. Henley  66 Montclair Drive  Fairview Heights, IL 62208  Phone: 618.698.6419  Email: <a href="mailto:jayhenley@ymail.com">jayhenley@ymail.com</a> (Jay Henley-Contact Person)  Email: <a href="mailto:jesse.henley@ymail.com">jesse.henley@ymail.com</a></p>	<p>Miscellaneous concrete; reinforcing steel, rebar placement</p> <p>Certified with IDOT</p>
<p><b><u>Hollis Riggins Construction, Ltd.</u></b>  Mr. Hollis Riggins, President  PO Box 12286  St Louis, MO 63157  Office: (314) 436-0662 Fax: (314) 436-8901  Email: <a href="mailto:hrcltd@sbcglobal.net">hrcltd@sbcglobal.net</a></p>	<p>General Construction – Residential and Commercial Buildings</p>
<p><b><u>ILMO Contracting, LLC</u></b>  Corey Rogers, Owner  5625 Old Collinsville Road  Fairview Heights, IL 62208  Phone: (618) 823-7178 Fax: (618) 726-7170</p>	<p>Rough carpentry, Finish carpentry, Concrete Flatwork, Framing, Drywall, Doors &amp; Hardware, and CVT Tile (Misc. Concrete – Carpentry)</p> <p>IDOT Certified</p>
<p><b><u>Interface Construction Company</u></b>  Samuel C. Hutchinson, Owner  8401 Wabash Avenue  St. Louis, MO 63134  (314) 522-1011 FAX: (314) 522-1022  Contact: Carl Turek, Manager of Operations  Email: <a href="mailto:carlt@interfaceconstruction.com">carlt@interfaceconstruction.com</a></p>	<p>General Contracting/Construction Management, and Architectural Structures</p> <p>Certified with the State of Missouri, and the City of St. Louis Airport</p>
<p><b><u>Johnson &amp; Son Trucking &amp; Excavation, Inc.</u></b>  Wendell Johnson, Owner  1006 College Road  Lebanon, IL 62254  Phone: (618) 537-8867  Cell: (618) 210-9088</p>	<p>Concrete Removal &amp; replacement; Concrete Flatwork; Grading and Drainage; Equipment Rental; Trucking</p>
<p><b><u>Kadilex Construction, Inc.</u></b>  Karl Jefferson, Jr., Owner  PO Box 348  Wood River, IL 62095  Phone: (618) 975-5705 Fax: (618) 216-3089  Email: <a href="mailto:jeffersonkarl@yahoo.com">jeffersonkarl@yahoo.com</a>  Website: <a href="http://www.kadilexconstruction.com">www.kadilexconstruction.com</a></p>	<p>Installation of reinforcement bars; structural steel erection; post-tension cable installation; and welding</p> <p>Certified – IDOT, MODOT, CMS, and CDB</p>

<p><b><u>Le'lite Development LLC</u></b>  Wyatt Woodhouse, Owner  5651 Lake Drive  Centreville, IL 62203  Office/Fax: (618) 397-1672  Cell: (618) 410-2767  Email: <a href="mailto:wytatt.woodhouse@att.net">wytatt.woodhouse@att.net</a></p>	<p>Concrete flatwork, sidewalks, ADA ramps, driveways, patching.</p> <p>Certified with CMS</p>
<p><b><u>Lowery Construction Co.</u></b>  Vernon Lowery  449 North 25<sup>th</sup> Street  E. St. Louis, IL 62205  Office: 618.274.5808 Fax: 618.274.5332  Cell: 618.570.9765</p>	<p>Miscellaneous Concrete</p>
<p><b><u>Luther's Supply, LLC</u></b>  Luther Boykins, Owner  4135 Shreve Avenue  St Louis, MO 63115  Office: (314) 395-6499 Fax: 314-395-9117  Cell: (314) 458-1503  Email: <a href="mailto:info@luhersupplyllc.com">info@luhersupplyllc.com</a></p>	<p>NAIC Codes #237990, #237110 (Cured in Place Pipe – CIPP); NAIC Code #332996 (Lateral Resin Pipe, Concrete Pipe); NAIC Code #424610 &amp; #424310 (Resin and Resin Kits); Brick and Stone</p>
<p><b><u>MAV Masonry, Inc.</u></b>  Mark A. Vasquez, President  10873 Bee Hollow Road  Marissa, IL 62257  (618) 768-4519 Fax# 768-4287  Email: <a href="mailto:mav@egyptian.net">mav@egyptian.net</a></p>	<p>Manholes &amp; Masonry Construction, Miscellaneous Concrete; Supplier: Metal culvert fabrication</p> <p>IDOT Certified</p>
<p><b><u>Mason's Landscaping Service</u></b>  William E. Mason, Sr. - Owner  1716 Tudor Avenue  East St. Louis, IL 62207  Office: (618) 271-0707 FAX: 271-0746  Cell: 618.670.1037  Email: <a href="mailto:masonconstruction@sbcglobal.net">masonconstruction@sbcglobal.net</a></p>	<p>Landscaping and Tree Service, Clearing &amp; Grubbing, Fencing, Tree and Stump Removal, Tree Trimming; Commercial and Residential Plumbing Services, aggregate bases and surfaces, misc. deck drains, misc. concrete, excavating and grading, demolition, seed and sod.</p> <p>IDOT Certified</p>
<p><b><u>M. L. Vasquez Inc.</u></b>  Rodney Vasquez, President  2430 Beckmann Road  Lenzburg, IL 62255  (618) 475-3171 Fax: (618) 475-3361  Cell: (618) 791-5705  Email: <a href="mailto:vasques@whisperhome.com">vasques@whisperhome.com</a></p>	<p>Masonry; Box Culverts, Clearing &amp; Grubbing, Miscellaneous Concrete, Masonry, Pavers, and Pavement Patching.</p> <p>IDOT certified</p>
<p><b><u>McCoy Construction Company</u></b>  Ronnie McCoy, Owner  801 Martin Luther King Dr.  East St. Louis, IL 62202  (618) 660-6025 FAX: 271-0579  Email: <a href="mailto:mccoy54@charter.net">mccoy54@charter.net</a></p>	<p>Clearing and Grubbing, Trucking</p> <p>IDOT certified</p>

<p><b><u>Millennia Professional Services of Illinois, Ltd.</u></b>  Paul J. Moreno, President  11 Executive Drive, Suite 12  Fairview Heights, IL 62208  Phone: (618) 624-8610 Fax: (618) 624-8611  Cell: (618) 530-8610  Email: <a href="mailto:ghoelscher@mps-il.com">ghoelscher@mps-il.com</a></p>	<p>Civil Engineering, Geotechnical Engineering, Transportation Engineering, Land Surveying, Construction Inspection and Testing, and Water Resources</p>
<p><b><u>Prado Construction</u></b>  Cesar E. Prado, Owner  1875 Weil Road  Troy, IL 62294-3010  Office/Fax: 618.667.9375  Email: <a href="mailto:ceprado@pradoconstructiononline.com">ceprado@pradoconstructiononline.com</a></p>	<p>Drainage; Curb/Gutter, Sidewalks; Demolition; Misc. Concrete; Clearing/Grubbing; Fencing; Trucking with 2 semis/3 tandems; Traffic Control; Misc. Riprap &amp; other Erosion Control: and Misc. Clean &amp; Seal Cracks &amp; Joints; Seeding &amp; Sodding; Landscaping; Pavement Patching; and Sawing Concrete. (Owns: Trench Hoe, Backhoe, Auger, Hi-Lifter, and Track Hoe).</p> <p>IDOT Certified/Prequalified</p>
<p><b><u>R &amp; E Midwest Sales Company</u></b>  Russell J. Zavala, President  9307 Stotlar Road  Herrin, IL 62948  (618) 942-7433 FAX: 942-2816</p>	<p>Curb &amp; Gutter, Sidewalks, drainage, Misc. Concrete, Painting, Steel Reinforcing (Rebar Placement, Misc. Bridge deck waterproofing and Clean/Seal cracks and joints.</p> <p>IDOT certified</p>
<p><b><u>R.M. Scott L.L.C.</u></b>  Robert Scott, Owner  PO Box 3313  East St Louis, IL 62203-3313  Phone: (618) 398-2796 Fax: (618) 398-2796  Cell: 618.791.5527  Email: <a href="mailto:rmscott11@att.net">rmscott11@att.net</a></p>	<p>Trucking, Hauling, and Demolition</p> <p>IDOT Certified</p>
<p><b><u>SC Hauling LLC</u></b>  Stephanie Carraway, Owner  9803 Old St. Louis Road  East St Louis, IL 622207  Cell: (618) 616-8919 Fax: (618) 538-5123  Email: <a href="mailto:scarraway1268@aol.com">scarraway1268@aol.com</a></p>	<p>Hauling – ‘For Hire’; construction debris, rock, dirt, sand, and asphalt</p> <p>IDOT Certified</p>
<p><b><u>Scott Trucking and Contracting, LLC</u></b>  Samuel A. Scott, Sr.  PO Box 8009  Alorton, IL 62207  Office: 618-874-8308 Fax: 618-857-2048  Email: <a href="mailto:jsscott8308@charter.net">jsscott8308@charter.net</a></p>	<p>Trucking, Hauling, General Contracting</p> <p>IDOT Certified</p>

<p><b><u>Sirrah Construction &amp; Co. LLC</u></b>  James E. Harris  3430 N 53<sup>rd</sup> Street  Milwaukee, WI 53216-3258  Office: (414) 442-7477 Fax: (414) 442-8256  Cell: (414) 698-9573  Email: <a href="mailto:James@sirrahconstruction.net">James@sirrahconstruction.net</a></p>	<p>Concrete work; Sewer work/Small sewer structures;  Material Supplier; Specializes in Ancillary concrete;  Certified Distributor of National Liner material</p>
<p><b><u>Slack Demolition &amp; Construction, LLC</u></b>  Edward Slack, President  1919 Ohio Street  East St Louis, IL 62205  Phone: (314) 477-4673  Email: <a href="mailto:edslack75@gmail.com">edslack75@gmail.com</a></p>	<p>General Construction; Demolition; Sandblasting</p> <p>IDOT Certified</p>
<p><b><u>Slater Construction Company</u></b>  Mack Slater, Owner  5 Hill Drive  Fairview Heights, IL 62208-2303  Cell: (618) 779-8741 FAX: (618) 271-6756/482-6815</p>	<p>Miscellaneous Concrete, Curb &amp; Gutter, Sidewalks,  Driveways, Pavement Patching, and Concrete  Sawing; and Sewer Excavation</p>
<p><b><u>SRM Construction Material and Supply</u></b>  Donald J. Johnson  29 Delray Drive  Fairview Heights, IL 62208  Phone: (618) 920-2748 Fax: (618) 875-1354  Email: <a href="mailto:DonJ@SRMconstruction.com">DonJ@SRMconstruction.com</a></p>	<p>Professional Construction: Construction  Management, research, urban planning</p> <p>Miscellaneous concrete, Rebar, Building, and Ready  mix concrete delivery</p> <p>IDOT certified</p>
<p><b><u>Stokes Construction LLC</u></b>  Charles Stokes  732 N 83<sup>rd</sup> Street  East St Louis, IL 62203  314.603.8014 Fax: 618.213.7269  Email: <a href="mailto:fscontractorsllc46@yahoo.com">fscontractorsllc46@yahoo.com</a></p>	<p>Cement Finishing (driveways, sidewalks, pavement  patching, flatwork); Construction Estimating; Fencing  (Chain link, Wrought iron, and Wood); Lead and  Asbestos Abatement (certified and licensed)</p> <p>IDOT certified</p>
<p><b><u>Kansal Enterprises, Inc. d/b/a/  Sugarloaf Landscape Nursery</u></b>  Ajay Kansal, Owner  3840 Wanda Road  Edwardsville, IL 62025  Office: (618) 692-0113 Fax: (618) 692-1016  Cell: (618) 558-3354  Email: <a href="mailto:sugarloafnursery@charter.net">sugarloafnursery@charter.net</a></p>	<p>Greenspace, Irrigation, Seeding, Sodding, Trees,  Plants, Landscaping</p> <p>IDOT certified  CMS certified</p>
<p><b><u>Supplied Industrial Solutions, Inc.</u></b>  Stephen Brock  1300 W. Third Street – Suite 2E  Granite City, IL 62040  Phone: 618.452.8151  Fax: 618.257.8013  Email: <a href="mailto:sbrock@supplied-industrial.com">sbrock@supplied-industrial.com</a></p>	<p>Construction Contractor and Supplier: Miscellaneous  concrete; Materials such as precast concrete; pipe  valves &amp; fittings; manhole covers; etc.</p> <p>IDOT Certified</p>

<p><b><u>T.A.B. Company, Inc.</u></b>  Annette Vickers-Bentil, President  5561 Enright Avenue  St. Louis, MO 63112  (314) 531-2130 Fax# (800) 804-3439  Email: <a href="mailto:sales@tabsales.net">sales@tabsales.net</a>  Web: <a href="http://www.tabsales.net">http://www.tabsales.net</a></p>	<p>Supplier of Construction Products, Roofing, Pre-cast Concrete, Shelving Grates, Frames, Metal Panels, Windows, Doors, Curtain Walls, toilet patricians, grab bars, ADA items, etc. (Large Product List available upon request)</p>
<p><b><u>T&amp;K Trucking</u></b>  Kevin Robinson, Owner  8898 Bunkum Road  Caseyville, IL 62232  Cell: 618-410-3083 Fax: 618-589-9488  <a href="mailto:TandKTrucking27@yahoo.com">TandKTrucking27@yahoo.com</a></p>	<p>Trucking; excavating; remove/replace sanitary sewer and water lines; and demolition  Equipment: Ditchwitch, Kanatsu 330 Excavator (track hoe), Backhoe, and Bobcat   IDOT Certified</p>
<p><b><u>Vasquez Metal Products, Inc.</u></b>  Leonard A. Vasquez, Owner  2356 Beckmann Rd.  Lenzburg, IL 62255  (618) 475-2073 FAX: 475-2858  Email: <a href="mailto:vasquezmetal@aol.com">vasquezmetal@aol.com</a></p>	<p>Supplier: Reinforcing steel  Contractor: Steel Fabrication   IDOT certified</p>
<p><b><u>Vasquez Plumbing, Inc.</u></b>  Gary Lee Vasquez, Owner / Ira Renshaw  225 Spring Street  New Athens, IL 62264  Phone: (618) 475-2351 - Fax: (618) 475-2351  Email: <a href="mailto:vasquezplumbing@sbcglobal.net">vasquezplumbing@sbcglobal.net</a></p>	<p>Plumbing and Sewer Services; Pump Stations.   IDOT Certified</p>
<p><b><u>V.I.P. Remodeling &amp; Construction Inc.</u></b>  Paul Martin (President) and James Best, Owners  40 Commerce Drive  Lebanon, IL 62254  Phone: (866) 323.2182 FAX: 618.628.0222  Cell: 618.406.7866  Email: <a href="mailto:vip.construction@hotmail.com">vip.construction@hotmail.com</a></p>	<p>General Contractor for 10 years: Specializing in Carpentry, HVAC, and Plumbing</p>
<p><b><u>Wayne's Hauling Inc.</u></b>  E. Dwayne Carraway, President  1701 State Street  East St. Louis, IL 62205  (618) 874-8380 Fax: 618.874.8381  Cellular: (618) 530.3315  Email: <a href="mailto:wayneshaulingesl@gmail.com">wayneshaulingesl@gmail.com</a></p>	<p>Hauling, Demolition, Excavating, and Grading   IDOT Certified</p>
<p><b><u>Wyandotte Corp</u></b>  Pam Wiese, President  13 Wolf Creek Drive  Swansea, IL 62226-2367  Cell: 618.593.6141 / Cell: 618.670.9125  Fax: 618.416.4019  Email: <a href="mailto:Wyandottecorp@gmail.com">Wyandottecorp@gmail.com</a></p>	<p>Demolition, Excavating, Grading, Misc. Concrete, Culverts, Clearing, Grubbing, Drainage, Pavement Patching, Roto-milling, Seed &amp; Sod, Underground utilities, Aggregate, Sidewalks, and Curbing   Certified with CMS</p>

<p><b><u>XL Contracting, Inc.</u></b>  Kenneth L. Novel, President  20 Mid Rivers Trade Court  St Peters, MO 63376  Office: (636) 970-2710 Fax: (636) 397-1035  Cellular: (314) 393-7010  Email: <a href="mailto:knovel@xlcontracting.com">knovel@xlcontracting.com</a></p>	<p>Sewer, site concrete, and asphalt paving</p>
<p><b><u>Zoie LLC (DBA) Dana Howard Construction</u></b>  Dana C. Howard, Owner  1120 Martin Luther King Drive  East St Louis, IL 62201  Cell: 618.857.8444  Email: <a href="mailto:zoiellc@yahoo.com">zoiellc@yahoo.com</a></p>	<p>Cement finishing (sidewalk, curb &amp; gutter); Site concrete; Structural concrete; Site utilities; Landscaping; Earthwork</p> <p>IDOT Certified</p>



ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT

COMMUNITY DEVELOPMENT GROUP

CERTIFICATE OF LIABILITY INSURANCE

Contractor agrees:

1. To procure and maintain for the life of their agreement, insurance coverage conforming to the minimum requirements stated below, and naming St. Clair County, IL and The Public Building Commission of St. Clair County, IL as the 'Certificate Holder', with the City of Fairview Heights, Elkott Engineering, P.C., and the St. Clair County, IL and the Public Building Commission of St. Clair County, IL as "Additional Insured" on a primary / noncontributory basis on the Commercial General Liability and Automobile Liability policies. These policies as well as the workers compensation policies are to be endorsed with a waiver of subrogation in favor of same.

All policies of insurance shall provide St. Clair County no less than 30 days advance written notice of any material change, cancellation or non-renewal. All coverages shall be provided by insurance companies authorized to transact business under the law of the State of Illinois, and acceptable to St. Clair County. The insurance companies providing coverage shall have a Best's Policyholder's Rating of "A" or better, and a Financial Rating of not less than "VII."

Contractor shall provide a standard Acord Certificate(s) of Insurance as proof of insurance and required "Additional Insured" clauses, prior to the commencement of any agreement. Such certificate(s) shall be sent to the St. Clair County Intergovernmental Grants Department to be submitted for approval by St. Clair County of IL, and Public Building Commission of St. Clair Co of IL, Attn: Frank Bergman, Human Resource Director, 10 Public Square, Belleville, IL 62220.

A. Commercial General Liability

Coverage shall be on an occurrence form providing the following coverages:

- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Independent Contractors
- Broad Form Property Damage
- Fire Legal Liability
- Personal Injury
- Medical Expense

Limits for Commercial General Liability, including personal Injury, shall be no less than \$1,000,000 combined single limit per occurrence and in the aggregate.

B. Automobile Liability

Coverage shall be afforded on all owned, non-owned and hired vehicles whether private passenger or other than private passenger, and shall include Uninsured and Underinsured Motorists. Limits for the Automobile Liability, Uninsured and Underinsured Motorists coverages, shall be no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.

C. Workers Compensation/Employer's Liability

Workers Compensation coverage shall be afforded for all operations conducted under this Agreement as required by the State of Illinois statute. Coverage for Employer's Liability shall be no less than \$500,000 for each accident, \$500,000 disease each employee, and \$500,000 disease each policy limit.

2. These insurance requirements shall be subject to annual review, and may be modified due to changes in Contractor's operations or exposures, or necessitated by changes in legal requirements or insurance industry standard coverages.
3. To provide a copy to:  
St. Clair County IGD  
Community Development Group  
19 Public Square, Suite 200  
Belleville, IL 62220

-END-



## ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT

### COMMUNITY DEVELOPMENT GROUP

#### **System for Award Management (SAM)**

Registration with the **System for Award Management (SAM)** is required by all contractors where Community Development Block Grant funds are used to pay project related costs. A contractor responsible for performance on a public facility contract with a St Clair County entity must register with SAM to allow the County to identify possible past performance reports of suspension and/or debarment activities.

The **System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/Federal Register, ORCA, and EPLS. There is NO fee for a Contractor to register through this site <https://www.sam.gov/portal/SAM/#1#1>. User guides and webinars are available under the Help tab on the website.



## ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT

### COMMUNITY DEVELOPMENT GROUP

#### **Pre-Construction Guidelines for Contractors** **Meeting Labor Standards Contract Requirements**

##### **I. Introduction And Instructions:**

*These guidelines are to assist contractors and subcontractors in meeting contractual labor standards responsibilities. All major administration and procedural activities are covered in the sequence they typically occur as the construction project proceeds. Careful attention to, and use of the listing should result in a minimum number of problems with respect to labor standards.*

- II. **Explanatory Notes:** The word "employer" as used below refers to the project contractor, each subcontractor, or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance are required to be provided to the St. Clair County Intergovernmental Grants Department (IGD) representative for review (all to be submitted through the project contractor). The delivery procedure is as follows:

- A. **Each lower-tier subcontractor**, after careful review, submits documents to the respective subcontractor.
- B. **Each subcontractor**, after checking his own and those of each lower-tier subcontractor submits required documents to the contractor.
- C. **The contractor**, after reviewing all payrolls and other documentation, including his own, and correcting violations where necessary, submits all to IGD.

*\*Note: If any statement below is "Not True", the contractor or his representative agrees to contact the Community Development Division of IGD for special guidance.*

##### **III. Before Construction Begins, Each Employer Has:**

- A. Not been debarred or otherwise made ineligible to participate in any Federal or Federally-assisted project.
- B. Received contract provisions covering the labor standards contract provisions.
- C. Reviewed and understands all labor standards contract provisions.
- D. Received the wage decision as part of the contract.
- E. Requested and received the minimum wage for each job classification to be worked on the project, which was not included on the wage decision by the additional classification process and before allowing any such trade(s) to work on the project.
- F. Requested and received certification from the State's Bureau of Apprenticeship and Training (USBAT) and submitted copy thereof to IGD prior to employment on the project. Likewise, "trainee" program certification from USBAT if applicable must be submitted

##### **IV. At Construction Start The Contractor Has:**

- A. *Notified the municipality, engineer/architect, and IGD of construction start date in writing.*
- B. Has placed each of the following in a prominently located area on the project site that can be seen easily by the workers (and replaced if lost or unreadable any time during construction):

Wage Decision

Davis-Bacon Poster (WH 1321)

OSHA Job Safety and Health: It's the Law Poster

Equal Employment Opportunity Is the Law Poster

- C. Before assigning each employee to work, has obtained worker's name, best mailing address, County from which employed, and Social Security Number (for payroll purposes).
- D. Has obtained a copy of each apprentice's certificate with the apprentice's registration number and year of apprenticeship from the State BAT when applicable.
- E. Has informed each worker of:
  - 1. His work classification (journeyman or job title) as it will appear on the payroll.
  - 2. His duties of work
  - 3. The U.S. Department of Labor's requirement on this project that the person is either a journeyman, apprentice or laborer.
    - If journeyman, person is to be paid journeyman's minimum wage rate or more;
    - If apprentice, person is to be paid not less than the apprentice rate for the trade based on his year of apprenticeship; or
    - If laborer, person is to do laborer's work only - not use any tool or tools of the trade- and not perform any part of a journeyman's work-and is to be paid the laborer's minimum wage rate or more.
- F. Understand the requirements that each laborer or mechanic who performs work on the project in more than one classification within the same work week shall be classified and paid at the highest wage rate applicable to any of the work that person performs unless the following requirements are met:
  - 1. Accurate daily time records maintained. These records must show the time worked in each work classification, the rate of pay for each work classification, and must be signed by the workman.
  - 2. The weekly certified payroll shall show the hours worked in each classification and the wage rate paid for each classification. (Copy of certified payroll is submitted to IGD)
- G. Has informed each worker of their hourly wages (not less than the minimum wage rate for that person's work which is stated in the Wage Decision).
  - 1. Time and one-half for all work over eight (8) hours any day or over forty (40) hours any work week. (See the Contract Work Hours Safety Standard Act);
  - 2. Fringe benefits, if any (see Wage Decision for any required);
  - 3. Deductions from persons pay.
- H. Has informed each worker that they are subject to being interviewed on the job by the recipient or a HUD, Department of Labor, or other U.S. Government Inspector, to confirm that their Employer is complying with all requirements.

**V. During Construction**

Each Employer:

- 1. Has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid-off, nor dismissed any project worker because of race, color, religion, sex, national origin, familial status (persons with children under 18 years of age, including pregnant women), disability, and also to persons with special needs, sexual orientation or gender identity.
- 2. Has employed all registered apprentices referred to him through normal channels up to the applicable ratio of apprentices to journeymen in each trade used by the employer.
- 3. Will maintain basic employment records and provide accessibility for inspection by IGD or U.S. Government representative(s) should the need arise.
- 4. Is compliant with all health & safety standards.

5. Has paid all workers weekly.
6. Has submitted weekly payrolls to IGD.

Prepared recommended Form WH-347, available from:

St. Clair County Intergovernmental Grants Department (IGD)  
Community Development Division – Public Facilities  
19 Public Square, Suite 200  
Belleville, IL 62220

It is permissible for contractors to reproduce the forms

Some employers place all project workers on Payroll Form WH-347. IGD does not review those project workers listed on the payroll that perform work which is descriptive of any of the following job titles which are exempt from labor requirements.

- |  |                                |
|--|--------------------------------|
| * Project Superintendent   | * Messenger                    |
| * Project Engineer   | * Clerical Workers             |
| * Supervisory Foreman<br>(Less than 20% of time<br>as a working foreman) | * Payroll Clerks/ Time keepers |
|  | * Bookkeepers                  |

Any alternative payroll form used should be cleared with IGD before the employer starts work on project. A project printout by computer, for example, is acceptable provided all data shown and required on the front and back payroll Form WH-347 is on, or included with, the payroll submitted to recipient.

Front Page of Payroll (Form WH-347)

Heading (6 "Blocks" of information)

1. Name of Employer. Name of employer is stated, showing whether contractor or subcontractor.
2. Address. Mailing Address, City, State, and Zip Code of Employer is stated
3. Payroll Number. Each weekly payroll is numbered in sequential order (starting with Payroll Number "1").  
\*If employer's workers do not perform physical work on the project during the work week he has submitted a "No Work" letter for that work week.  
\*Payroll of employer's final work week on the project (completion of their work) is marked "Final".
4. For Week Ending. The last date of the work is stated in this "block".
5. Project and Location. Name of project and City in which location is stated.
6. Column 1-Worker's Name, as it appears on his paycheck is stated.
  - Worker's best mailing address; including county from which employed and social security number is stated on Payroll # 1 or the payroll on which his name first appears.
  - If worker changes his residential address while working on the project, his new address is stated on next applicable payroll.
  - If any two or more workers have the same name, their social security numbers are included on the payroll to note separate identification.
7. Column 2-Number of Withholding Exemptions is for employer's convenience – not required by HUD to be completed.
8. Column 3-The Work Classification (Job Title) for the worker is included in the Wage Decision and denotes the work that workers actually performed.

**Note:** If the applicable classification is not included in the Wage Decision, the Contractor should call the recipient immediately and request classification by Additional Classification.

**Apprentice.** When the worker is an apprentice, the State BAT registration number and year of apprenticeship is included in this column the first time the apprentice's name appears on the payroll.

**Split Classification.** If worker performed more than one (1) class of work during the work week, such as Carpenter, and laborer, the division of work will be shown on separate lines of the payroll.

- Accurate daily time records show the exact hours of work performed daily in each class of work and are signed by the affected worker.
- Each class of work he performed is stated in Column 3 in separate "blocks".
- His name is repeated in corresponding "blocks" in Column 1.
- The breakdown of hours worked daily under each classification is stated in Column 4 and total for week in Column 5.
- The applicable wage rate for each classification of work is stated in Column 6.
- The payroll is signed by the worker in the related "blocks" or a signed copy of the daily time records are attached to the payroll.
- If the above is not done, the worker is paid at least the highest minimum wage rate to all of all the classes of work performed for all hours worked.

**Average Pay of Two Classes of Work Not Accepted.**

The employer shall not pay a semi-journeyman or semi-skilled laborer the average of journeyman's and laborers rates. The actual hours each worker uses tools of trade (journeyman) and each hour person does not use tools of the trade (laborer) must be records in separate "blocks" in Column 3 of payroll.

**Helper.** The work classification of "Helpers" is not accepted by the U.S. Department of Housing and Urban Development (HUD), unless included in Wage Decision issued by the Secretary of State for the project. Any employee listed as "Helper" in absence of such classification in Wage Decision must be paid the journeyman's rate for hours person uses tools of the trade.

9. **Column 4-Hours Worked, Each Day and Date.**

for work week are stated.

Overtime Hours ("O") if any, are stated separately from straight hours ('S') - over forty (40) hours any work week.

10. **Column 5 - Total Hours** worked during the work week are stated; straight and overtime hours recorded separately.

11. **Column 6 - Rate of Pay** not less than the minimum wage rate for the work classification (see Wage Decision) is stated.

**The Overtime Rate of Pay** is not less than one and one-half (1 ½) times the worker's basic (straight) hourly rate of pay (Contract Work hours Safety Standards Act).

**Apprentices.** If copy of apprentice's registration certification (State BAT) is not submitted to recipient, apprentice must be paid journeyman's rate.

**Piece Worker.** Piece work must be stated in Column 6 at an hourly rate, the gross pay for work week (work on project) divided by the total number of hours worked on the project during the work week.

12. Column 7 - Gross Amount Earned equals the straight rate of pay in Column 6, plus the overtime hours (if there are any), in Column 5 x the overtime rate of pay shown in Column 6.
13. Column 8 – Deductions Each deduction made is required by law, voluntarily authorized by the worker in writing before the work week began or provided in a bargaining agreement to be deducted from the respective worker’s pay.
14. Column 9 - Net Wages = Column 7 minus total deductions in Column 8.

Back Page of Payroll (Form WH-347)

1. Complete all blank spaces and understands the penalties for falsification.
2. Check item 4 if fringe benefits are part of Wage Decision for any workers -
3. 4(a) - if fringe benefits are paid to approved fund(s), or  
4(b) - paid directly to each affected worker included in paycheck for the work week - their paycheck representing at least the pay of the applicable minimum wage rate plus the amount of required fringe benefits.
4. Manually signed the payroll in the “block” for signature, and state his title.
5. Reviewed the weekly payroll for compliance with all labor requirements ***(using this guidance)*** and made/make necessary corrections.

**Each Lower-tier Subcontractor** has submitted his weekly payroll or “No Work” letter to the respective subcontractor to have received within three calendar days from the last date of the work week.

**Each subcontractor** has received a payroll or “No Work” letter from each of the lower-tier subcontractors, reviewed each and his/her own payroll, required necessary corrections and submitted all payrolls to the contractor to have them received within five (5) calendar days from the last date of the work week.

**Contractor** has received a payroll or “No Work” letter from each subcontractor, monitored each, including his/her own payroll, required necessary corrections, and collectively submitted them to the recipient within seven (7) days of the last date of the respective work week.

**VI. After Project Completion, The Contractor Will:**

- A. Notify IGD of construction completion date in writing.
- B. Keep all weekly payrolls on the project for four (4) years after the contractor’s project completion date.

## INDEX TO SPECIAL PROVISIONS

<u>Page No.</u>	<u>Item</u>
1	1. Location of Project
1	2. Description of Work
1	3. Traffic Control Plan
3	4. Insurance
5	5. Indemnity Clause
5	6. Completion of IGD Forms
7	7. MBE Participation
7	8. Affirmative Action – Section 3
7	9. Project Labor Agreement

## **SPECIAL PROVISIONS**

The following special provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, 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 the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of this project; and in the case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**1. LOCATION OF PROJECT:**

This project is located along the north side of St. Clair Avenue from the intersection of the northbound entrance ramp to IL Route 157 to the intersection of 3<sup>rd</sup> Street in the City of Fairview Heights within St. Clair County, Illinois.

**2. DESCRIPTION OF WORK:**

The proposed improvements include PCC sidewalk and curb and gutter reconstruction, detectable warnings, PCC entrance reconstruction, and grading.

**3. TRAFFIC CONTROL PLAN:**

Traffic control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any highway standards contained herein.

At the preconstruction meeting, the contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a sub-contractor, consent shall be requested of the Engineer at the time of the preconstruction meeting according to Article 108.01 of the Standard Specifications for Road and Bridge Construction. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ.

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

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

Special attention is called to Article 107.09 and 107.14 and Section 701 of the Standard Specifications for Road and Bridge Construction and the following (a) Highway Standards, (b) other special provisions relating to traffic control.

- a) Standards 701606 and 701701 are to be used in Traffic Control.
- b) The Contractor will be required to maintain access to all properties during the duration of the project.

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

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

#### 4. **INSURANCE:**

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

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

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

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

##### (b) Employers Liability

i. Each accident \$500,000

ii. Disease-policy limit \$500,000

- iii. Disease -each employee \$500,000  
(2) **Commercial General Liability.** Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor/Vendor, operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.  
(a) General Aggregate Limit \$2,000,000  
(b) Products-Completed Operations

Aggregate Limit \$2,000,000  
(c) Each Occurrence Limit \$1,000,000

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

(3) **Commercial Automobile Liability.** The policy shall cover owned, non-owned, and hired vehicles. Bodily Injury & Property Damage Liability Limit Each Occurrence \$1,000,000

(4) **Umbrella Liability.** Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor/Vendor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy. All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor/Vendor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without **thirty (30) days** prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation. Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by this Section. Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's/Vendor's obligation to obtain and keep in force the required insurance."

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor/Vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below

the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor/Vendor from its obligation to indemnify in excess of the coverage according to the contract.

**5. INDEMNITY CLAUSE:**

- A) Contractor shall indemnify and hold safe and harmless the City of Fairview Heights 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 safe-guarding or performance of the work undertaken by the contractor in this agreement.
- B) Contractor further agrees to indemnify the City of Fairview Heights against any costs and attorneys fees incurred as a result of any injuries or damages covered under the foregoing Paragraph A.
- C) Contractor accordingly agrees to assume all risk and liabilities for accidents or damages that may occur to persons or property during the performance of the work under this agreement and these specifications, by reason of the negligence or carelessness of himself, his agents, his employees or his subcontractor's employees and agents.
- D) Should any other contractor or subcontractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain
- E) any damage through any act or omission of the contractor hereunder or through any act or omission of any subcontractor of contractor, contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the City harmless from all such claims.
- F) This agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.

**6. COMPLETION OF IGD FORMS:**

Each bidder shall complete the respective forms provided by the St. Clair County Intergovernmental Grants Department (IGD) and submit with their bid proposal. Bidder is subject to non-acceptance of bid proposal should forms not be completed and submitted with proposal.

**7. MBE PARTICIPATION:**

Include Minority Business Enterprise (MBE) participation of fifteen percent (15%) of the awarded Community Development Block Grant (CDBG) funds to the project. Participation of a MBE is required by the US Department of Housing and Urban Development under 24 CFR, Part 85.36. Bidders will complete their MBE Participation Contractor's Agreement and submit a completed MBE Contractor Certification form reflecting the participating MBE as a subcontractor (unless a supplier) as a part of the bid proposal.

**8. AFFIRMATIVE ACTION - SECTION 3:**

The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) are included in the IGD documentation requirements and shall be completed and submitted as a part of the bid proposal.

**9. PROJECT LABOR AGREEMENT:**

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

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

**RESOLUTION NO. 3887-2015**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED: January 20, 2015

APPROVED: January 21, 2015

ATTEST:



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

SPONSORED BY: Public Works & Municipal Complex Committee

*Gail D. Mitchell*

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

CAROL WARNER  
JUSTIN GOUGH  
JOSHUA FRAWLEY  
PAT BAESKE  
LINDA ARNOLD

ROGER LOWRY  
DENISE WILLIAMS  
DENNIS BARICEVIC  
SCOTT GREENWALD

ROLL CALL ON ALDERMEN VOTING "NAY"  
BONNIE CROSSLEY

Chartered 1907



Southwestern Illinois  
Building & Construction Trades Council  
AFL-CIO

CEV  
JSH  
J Snider  
DRW.  
File  
LAD  
1/29/15

2A MEADOW HEIGHTS PROFESSIONAL PARK, COLLINSVILLE, IL 62234  
PHONE 618-344-6050 FAX 618-344-6265

January 26, 2015

JAN 29 2014

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

Dear Mr. Volkman,

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

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

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

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

Sincerely,

Dale Stewart  
Executive Secretary-Treasurer

/rh

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.

RETURN WITH BID

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

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

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

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

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

1.9 The provisions of this Project Agreement shall not apply to \_\_\_\_\_ (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

## RETURN WITH BID

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

### ARTICLE II - RECOGNITION

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

### ARTICLE III - ADMINISTRATION OF AGREEMENT

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

### ARTICLE V - ABSENTEEISM

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

### ARTICLE VI-MANAGEMENT RIGHTS

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

### ARTICLE VII - GENERAL WORKING CONDITIONS

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

## ARTICLE VIII - SAFETY

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

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

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

## ARTICLE IX - SUBCONTRACTING

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

## ARTICLE X - UNION REPRESENTATION

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

## RETURN WITH BID

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

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

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

## ARTICLE XI - DISPUTES AND GRIEVANCES

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

## ARTICLE XII - JURISDICTIONAL DISPUTES

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

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

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

## RETURN WITH BID

### ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

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

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

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

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

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

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

RETURN WITH BID

- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be 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.

RETURN WITH BID

ARTICLE XIV - GENERAL SAVINGS CLAUSE

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

ARTICLE XV - TERM OF AGREEMENT

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

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

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

\_\_\_\_\_  
(Contractor Representative)

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Firm's Address)

\_\_\_\_\_  
(Phone Number)

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

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

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

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

=====

*CONTRACTOR LETTERHEAD*

DATE

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

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

Dear Sir:

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

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

Sincerely,

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

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

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

## INSTRUCTION TO BIDDERS

### Award of Contract

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

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

General Decision Number: IL160017 08/19/2016 IL17

Superseded General Decision Number: IL20150017

State: Illinois

Construction Types: Heavy and Highway

Counties: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, St Clair and Washington Counties in Illinois.

MACOUPIN (upper 1/2) & MONTGOMERY (upper 1/2, INCLUDING WAGGONER, STANDARD CITY, & NORTH THEREOF) COUNTIES:

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/05/2016
4	02/19/2016
5	04/22/2016
6	05/06/2016
7	05/13/2016
8	06/17/2016
9	08/05/2016
10	08/19/2016

CARP0270-015 05/01/2012

MACOUPIN (Southern Half) AND MONTGOMERY (Southern Half) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 29.45	21.40
PILEDRIVERMAN.....	\$ 30.45	21.40

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 CARP0270-023 05/01/2012

GREENE COUNTY (Except S. of Apple Creek)

	Rates	Fringes
CARPENTER.....	\$ 28.87	21.78
PILEDRIVERMAN.....	\$ 29.87	21.78

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CARP0500-001 05/01/2016

CLINTON, MONROE, and WASHINGTON COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.98	15.55

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CARP0500-003 05/01/2016

ST. CLAIR COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 36.98	15.55

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CARP0664-001 05/04/2014

GREENE COUNTY (South of Apple Creek)

	Rates	Fringes
Carpenter, Lather, Soft Floor Layer.....	\$ 35.67	15.05

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CARP0664-003 05/01/2016

MADISON COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 36.98	15.55

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CARP0664-006 05/01/2016

BOND, CALHOUN, and JERSEY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.98	15.55

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\* ELEC0146-012 06/01/2016

MONTGOMERY COUNTY (East of Butler Grove, Grisham, Hillsboro &amp; Raymond Twps)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.27	16.36

-----  
 ELEC0193-003 06/01/2016

MACOUPIN (Barr, Girard, Nilwood, North & South Otter, North & South Palmyra and Virden Twps), AND MONTGOMERY (Bois D' Arc, Harvel and Pitman Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.44	16.59

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 ELEC0193-011 04/06/2016

MACOUPIN (Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood) and MONTGOMERY (Townships of Bois D'Arc, Pitman, and Harvel) COUNTIES

	Rates	Fringes
Line Construction		
Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 43.72	18.15
Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks).	\$ 33.37	15.09
Groundman - Truck Driver (without winch).....	\$ 31.47	14.53
Groundman (Class A).....	\$ 29.99	14.09
Lineman & Substation Tech...	\$ 48.56	19.57

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 ELEC0309-002 12/01/2014

BOND (Westside), CLINTON, GREENE (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), JERSEY (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), MACOUPIN (EXCEPT North 1/3 & Southwest Corner), MADISON (EXCEPT East ALTON, ALTON, WOOD RIVER & HARTFORD), MONROE, MONTGOMERY (East of ROUNDTREE, IRVING & East FORK TWP.), RANDOLPH (PORTION OF RED BUD TOWNSHIP), ST. CLAIR, and WASHINGTON (OKAWVILLE & VENEDY TWPS.) COUNTIES

	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer; Lineman		
Welder.....	\$ 43.86	20.70

Groundman Equipment		
Operator.....	\$ 39.67	18.46
Groundman Truck Driver.....	\$ 32.38	15.06
Groundman.....	\$ 29.62	13.79
Lineman.....	\$ 45.61	21.19

ELEC0309-003 08/31/2015

BOND (Western Half), CLINTON (EXCLUDES HUEY, HOFFMAN, & VIC.), MACOUPIN (EXCLUDES BRIGHTON TWP., ATHENVILLE, SCOTTVILLE, GIRARD & AREA N. THEREOF), MADISON (EXCLUDES ALTON, E. ALTON, HARTFORD & WOOD RIVER), MONROE, MONTGOMERY (WEST OF BUTLER GROVE, GRISHAM, HILLSBOROUGH & RAYMOND TWPS), ST. CLAIR and WASHINGTON (VENEDY TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.16	17.09

ELEC0649-002 01/04/2016

CALHOUN, GREENE, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (E. ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES

	Rates	Fringes
Line Construction		
EQUIPMENT OPERATOR.....	\$ 41.80	18.62
GROUNDMAN - TRUCK DRIVER		
W/WINCH.....	\$ 31.53	15.65
GROUNDMAN - TRUCK DRIVER		
WO/WINCH.....	\$ 27.99	14.62
GROUNDMAN.....	\$ 27.30	14.41
LINEMAN; BLASTER; AND		
LINEMAN HOLE BORING		
MACHINE OPERATOR.....	\$ 48.57	20.58

ELEC0649-008 01/04/2016

CALHOUN, GREEN, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (ALTON, E. ALTON, HARTFORD & WOOD RIVER) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.10	21.05

ELEC0702-006 01/01/2016

BOND (Eastern Half), and WASHINGTON (OKAWVILLE & VENDY TWPS) COUNTIES

	Rates	Fringes
Line Construction		
Groundman - Class A.....	\$ 28.81	14.71
Groundman - Equipment		

Operator Class II (all other equipment).....	\$ 34.96	16.50
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 39.15	17.71
Lineman.....	\$ 49.05	20.58

ELEC0702-017 01/01/2016

BOND (Eastern Half), CLINTON (Huey, Hoffman, & Vicinity), AND WASHINGTON (Except Venedy TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.58	19.49

ENGI0520-005 08/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 36.85	30.70
Group 2.....	\$ 35.72	30.70
Group 3.....	\$ 31.24	30.70
Group 4.....	\$ 31.30	30.70
Group 5.....	\$ 30.97	30.70
Group 6.....	\$ 39.40	30.70
Group 7.....	\$ 39.70	30.70

GROUP 1: CRANES; DRAGLINES; SHOVELS; SKIMMER SCOOPS; CLAMSHELLS OR DERRICK BOATS; PILEDRIVERS; CRANE-TYPE BACKHOES; ASPHALT PLANT OPER; CONCRETE PLANT OPERATOR; DREDGES; ASPHALT SPREADING MACHINES; LOCOMOTIVES; CABLEWAYS OR TOWER MACHINES; HOISTS; HYDRAULIC BACKHOES; DITCHING MACHINES OR BACKFILLER; CHERRY PICKERS; OVERHEAD CRANE; ROLLER; CONCRETE PAVER; CONCRETE BREAKERS & PUMPS; BULK CEMENT PLANTS; CEMENT PUMPS; DERRICK TYPE DRILLS; BOAT OPERATORS; MOTOR GRADERS OR PUSHCATS; SCOOPS OR TOURNAPULLS; BULLDOZERS; ENDLOADERS OR FORKLIFTS; POWER BLADE OR ELEVATING GRADERS; WINCH CATS; BOOM OR WINCH TRUCKS OR BOOM TRACTORS, PIPEWRAPPING OR PAINTING MACHINES; DRILLS (OTHER THAN DERRICK TYPE); MUD JACKS; WELL DRILLING MACHINES; MIXERS; CONVEYORS (TWO); AIR COMPRESSORS TWO; WATER PUMPS REGARDLESS OF SIZE; WELDING MACHINES TWO; SIPHONS OR JETS TWO; WINCH HEADS OR APPARATUS TWO; LIGHT PLANTS TWO; TRACTORS REGARDLESS OF SIZE STRAIGHT (TRACTOR ONLY); FIREMEN ON STATIONARY BOILERS; AUTOMATIC ELEVATORS; FORM GRADING MACHINES; FINISHING MACHINES; POWER SUB GRADER OR RIBBON MACHINE; LONGITUDINAL FLOATS; DISTRIBUTION OPERATOR ON TRUCKS; WINCH HEADS OR APPARATUSES (1); EXCAVATORS; MOBILE TRACK AIR AND HEATER (TWO TO FIVE); HEAVY EQUIPMENT GREASER AND ALL OTHER OPERATORS NOT LISTED BELOW.

GROUP 2: AIR COMPRESSOR ONE; WATER PUMP REGARDLESS OF SIZE ONE; WELDING MACHINE ONE; 1-BAG MIXER ONE; CONVEYOR ONE; SIPHON OR JET; LIGHT PLANT ONE; HEATER ONE; IMMOBILE TRACK AIR ONE.

GROUP 3: FIREMEN ON WHIRLIES AND ASPHALT SPREADER OILERS; HEAVY EQUIPMENT OILERS; TRUCK CRANES; MONIGANS; LARGE (OVER 65 TON RATE CAPACITY); CONCRETE PLANT OILER AND BLACK TOP PLANT OILER.

GROUP 4: OILERS

GROUP 5: OPERATORS ON EQUIPMENT WITH BOOMS, INCLUDING JIBS, ONE HUNDRED FEET AND OVER; AND LESS THAN 150 FEET.

GROUP 6: OPERATORS ON EQUIPMENT WITH BOOMS, INCLUDING JIBS, 150 FEET AND OVER, AND LESS THAN 200 FEET.

GROUP 7: OPERATORS ON EQUIPMENT WITH BOOMS, INCLUDING JIBS, 200 FEET AND OVER; TOWER CRANES AND WHIRLEY CRANES.

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IRON0046-006 08/01/2015

GREENE (NORTHERN HALF), MACOUPIN (NORTH OF SUMMERVILLE), AND MONTGOMERY (NORTH OF LITCHFIELD & HILLSBORO) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.42	23.19

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IRON0392-003 08/01/2015

BOND, CALHOUN, CLINTON, GREENE (SOUTHERN HALF), JERSEY, MACOUPIN (SUMMERVILLE & SOUTH THEREOF), MADISON, MONROE, MONTGOMERY (LITCHFIELD, HILLSBORO, & SOUTH THEREOF), ST. CLAIR, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.50	24.63

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IRON0396-006 01/02/2012

BRIDGES, LOCKS, and DAMS ON THE MISSISSIPPI RIVER

	Rates	Fringes
IRONWORKER.....	\$ 31.98	19.11

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LABO0044-001 08/01/2015

MADISON COUNTY (Southwest)

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.36	25.19
Group 2.....	\$ 25.86	25.19
Group 3.....	\$ 26.86	25.19

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0044-002 08/01/2015

MADISON COUNTY (GLEN CARBON)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.36	25.19
GROUP 2.....	\$ 25.86	25.19
GROUP 3.....	\$ 26.86	25.19

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0100-001 07/02/2014

ST CLAIR COUNTY (East St. Louis, Alcoa, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, Fairmont City, French Village, Midway, Maplewood, National City)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 29.90	19.30
Group 2.....	\$ 30.40	19.30
Group 3.....	\$ 31.40	19.30

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker, Hod Carrier

GROUP 3 - Dynamite Man

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LABO0196-001 08/01/2015

MONROE COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 27.43	23.12

Group 2.....\$ 27.93 23.12

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

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LABO0218-001 08/01/2015

BOND (Greeneville), CALHOUN (Hardin), GREENE (Roadhouse), JERSEY (Jerseyville), and MADISON (Alton) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.54	20.01
Group 2.....	\$ 31.04	20.01
Group 3.....	\$ 32.04	20.01

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0218-004 08/01/2015

JERSEY COUNTY (Jerseyville)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.54	20.01
GROUP 2.....	\$ 31.04	20.01
GROUP 3.....	\$ 32.04	20.01

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0218-005 08/01/2015

GREENE COUNTY (Roadhouse)

	Rates	Fringes
LABORER		

GROUP 1.....	\$ 30.54	20.01
GROUP 2.....	\$ 31.04	20.01
GROUP 3.....	\$ 32.04	20.01

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0218-006 08/01/2015

CALHOUN COUNTY (Hardin)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.54	20.01
GROUP 2.....	\$ 31.04	20.01
GROUP 3.....	\$ 32.04	20.01

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0338-002 08/01/2015

MADISON COUNTY (Wood River)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.08	20.47
Group 2.....	\$ 30.58	20.47
Group 3.....	\$ 31.58	20.47

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0397-001 08/01/2014

MADISON COUNTY (Southeast)

	Rates	Fringes
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LABORERS

Group 1.....	\$ 29.90	19.30
Group 2.....	\$ 30.40	19.30
Group 3.....	\$ 31.40	19.30

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABO0397-002 08/01/2014

MADISON COUNTY (GRANITE CITY and Vicinity)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 29.90	19.30
Group 2.....	\$ 30.40	19.30
Group 3.....	\$ 31.40	19.30

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABO0397-003 08/01/2014

MADISON COUNTY (Edwardsville, Marine, and Livingston)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.90	19.30
GROUP 2.....	\$ 30.40	19.30
GROUP 3.....	\$ 30.80	17.45

LABOREER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0459-001 08/01/2015

ST. CLAIR COUNTY (South)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.21	22.34
Group 2.....	\$ 28.71	22.34
Group 3.....	\$ 29.71	22.34

LABORER CLASSIFICATIONS:

- GROUP 1 - All classifications not listed below
- GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker
- GROUP 3 - Dynamite Man

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LABO0459-004 08/01/2015

ST. CLAIR COUNTY (Belleville)

	Rates	Fringes
Hod Carrier.....	\$ 28.71	22.34

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LABO0581-002 08/01/2015

CLINTON COUNTY (Carlyle)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.37	24.18
Group 2.....	\$ 26.87	24.18

LABORER CLASSIFICATIONS:

- GROUP 1 - All classifications not listed below
- GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

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LABO0622-002 08/01/2015

BOND COUNTY (Greenville)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.40	24.15
Group 2.....	\$ 26.90	24.15
Group 3.....	\$ 27.90	24.15

LABORER CLASSIFICATIONS:

- GROUP 1 - All classifications not listed below
- GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABO0622-003 08/01/2015

BOND COUNTY (Except the Northside)

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 26.40	24.15
GROUP 2.....	\$ 26.90	24.15
GROUP 3.....	\$ 27.90	24.15

LABORER CLASSIFICATIONS

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABO0670-001 07/02/2014

ST CLAIR (O'Fallon, Scott Air Force Base, Shiloh, Lebanon & Vicinity), CLINTON (Trenton & Vicinity), and MADISON (Troy) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.00	21.20
Group 2.....	\$ 28.50	21.20
Group 3.....	\$ 29.50	21.20

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

Group 3 - Dynamite Man

LABO0670-004 07/02/2014

MADISON COUNTY (St. Jacob)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.00	21.20
GROUP 2.....	\$ 28.50	21.20
GROUP 3.....	\$ 29.95	21.20

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LAB00674-001 08/01/2002

MADISON COUNTY (St. Jacob)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.45	1.60
GROUP 2.....	\$ 29.70	1.60
GROUP 3.....	\$ 29.95	1.60
GROUP 4.....	\$ 29.45	1.60

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

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LAB00742-001 08/01/2013

ST. CLAIR (Mascoutah) and CLINTON (New Baden) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.00	21.90
Group 2.....	\$ 26.50	21.90
Group 3.....	\$ 27.50	21.90

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABO0968-001 08/01/1997

CALHOUN COUNTY (Hardin)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.80	.60
GROUP 2.....	\$ 26.05	.60
GROUP 3.....	\$ 26.30	.60
GROUP 4.....	\$ 27.325	.60

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Ranking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO1084-001 08/01/2015

BOND (Sorento) and MONTGOMERY COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 25.50	25.05
Group 2.....	\$ 26.00	25.05
Group 3.....	\$ 27.00	25.05

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

PAIN0058-002 05/01/2016

	Rates	Fringes
PAINTER (Bridge).....	\$ 31.63	16.89

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

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 PLAS0090-001 08/01/2014

BOND, CALHOUN, CLINTON (WESTERN HALF EAST TO BUT NOT INCLUDE CARYLE), GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY, and ST. CLAIR COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.00	22.70

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 PLAS0090-005 08/01/2012

Clinton County

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.00	22.70

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 PLAS0143-007 08/01/2015

WASHINGTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.50	19.70

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 TEAM0050-006 05/01/2015

BOND. CLINTON, MONROE, ST CLAIR, WASHINGTON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 34.22	17.29
Group 2.....	\$ 34.69	17.29
Group 3.....	\$ 34.95	17.29
Group 4.....	\$ 35.24	17.29
Group 5.....	\$ 36.17	17.29

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated

dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0525-004 05/01/2016

CALHOUN, GREENE (South of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County), JERSEY, MACOUPIN, MADISON, MONTGOMERY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 35.15	18.03
Group 2.....	\$ 35.64	18.03
Group 3.....	\$ 35.91	18.03
Group 4.....	\$ 36.21	18.03
Group 5.....	\$ 37.17	18.03

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0916-004 05/01/2016

GREENE (North of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 35.15	18.03
Group 2.....	\$ 35.64	18.03

Group 3.....	\$ 35.91	18.03
Group 4.....	\$ 36.21	18.03
Group 5.....	\$ 37.17	18.03

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	29
10	<input type="checkbox"/> Construction Layout Stakes	32
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	35
12	<input type="checkbox"/> Subsealing of Concrete Pavements	37
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	41
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	43
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	44
16	<input type="checkbox"/> Polymer Concrete	45
17	<input type="checkbox"/> PVC Pipeliner	47
18	<input type="checkbox"/> Bicycle Racks	48
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	50
20	<input type="checkbox"/> Work Zone Public Information Signs	52
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	53
22	<input type="checkbox"/> English Substitution of Metric Bolts	54
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	55
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	56
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	64
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	80
27	<input type="checkbox"/> Pavement Marking Removal	82
28	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment	83
29	<input type="checkbox"/> Preventive Maintenance – Cape Seal	89
30	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing	104
31	<input type="checkbox"/> Preventive Maintenance – Slurry Seal	115
32	<input type="checkbox"/> Temporary Raised Pavement Markers	125
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	126

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	<b>Reserved</b> .....	130
LRS 2	<input type="checkbox"/> Furnished Excavation .....	131
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance .....	132
LRS 4	<input type="checkbox"/> Flaggers in Work Zones .....	133
LRS 5	<input type="checkbox"/> Contract Claims .....	134
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals .....	135
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals .....	141
LRS 8	<b>Reserved</b> .....	147
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments .....	148
LRS 10	<b>Reserved</b> .....	149
LRS 11	<input checked="" type="checkbox"/> Employment Practices .....	150
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works .....	152
LRS 13	<input checked="" type="checkbox"/> Selection of Labor .....	154
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks .....	155
LRS 15	<input type="checkbox"/> Partial Payments .....	158
LRS 16	<input type="checkbox"/> Protests on Local Lettings.....	159
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program .....	160
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt .....	161

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

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

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

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

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

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

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

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

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

**PROPOSED RESOLUTION NO. 89-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A RIGHT-OF-WAY LICENSE AGREEMENT WITH DELTA COMMUNICATIONS, LLC., d/b/a CLEARWAVE COMMUNICATIONS FOR THE INSTALLATION OF A FIBER OPTIC CABLE AND APPURTENANCES IN CERTAIN SECTIONS OF THE CITY'S RIGHTS-OF-WAY.**

WHEREAS, Delta Communications, LLC, d/b/a Clearwave Communications requests access to the City's rights-of-way to install a fiber optic cable and appurtenances; and

WHEREAS, Clearwave Communications has submitted to the City a Right-of-Way License Agreement between the City of Fairview Heights and Delta Communications, LLC., d/b/a Clearwave Communications for access to the City's rights-of-way for installation of a fiber optic cable and appurtenances in certain sections of the City's rights-of-way.

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 Right-of-Way License Agreement with Delta Communications, LLC, d/b/a Clearwave Communications, 2 North Vine Street, 4<sup>th</sup> Floor, Harrisburg, Illinois 62946 for access to the City's rights-of-way for installation of a fiber optic cable and appurtenances in certain sections of the City's rights-of-way pursuant to the Right-of-Way License Agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

ATTEST:

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MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

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KAREN J. KAUFHOLD - CITY CLERK

**RIGHT-OF-WAY LICENSE AGREEMENT**

This Right-Of-Way License Agreement (hereinafter the "Agreement") is made and entered into this 1<sup>st</sup> day of September 2016, by and between the **CITY OF FAIRVIEW HEIGHTS**, an Illinois Municipal Corporation (hereinafter the "City") and **DELTA COMMUNICATIONS, L.L.C.**, an Illinois Limited Liability Company, d/b/a **CLEARWAVE COMMUNICATIONS**, (hereinafter the "Licensee"), WITNESSETH;

**Recitals**

**WHEREAS**, City owns or controls various public ways within the corporate limits of City, including but not limited to highways, roads, streets, lanes, alleys, paths, curbs, sidewalks, or other public ways and public rights-of-way (hereinafter "Public Ways"); and,

**WHEREAS**, Licensee desires to utilize a portion of the City Public Ways for the installation of a fiber optic cable and appurtenances in certain sections of said City Public Ways. The portion of the City Public Ways to be used by Licensee is depicted on Exhibit A, which is attached to and incorporated into the Agreement by this reference (hereinafter the "License Premises") and,

**WHEREAS**, the City has agreed to grant to Licensee a non-exclusive privilege and license to use the License Premises described above, all in accordance with and subject to the terms, conditions and limitations of this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, and obligations contained herein and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement in their entirety.
2. **Grant of License.** The City hereby grants to Licensee a non-exclusive license, privilege and permission to enter upon the City Public Ways and to use such License Premises described above, (hereinafter the "License"), for the purposes hereinafter set forth, subject, however, to the terms, conditions and limitations of this Agreement. The License herein granted shall be subject to all existing utility easements, if any, located within the City Public Ways, or any other easements, conditions, covenants or restrictions of record.
3. **Term.** This Agreement and the License granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.
4. **Consideration.** The consideration to the City for the privilege granted by this Agreement shall be the benefits to be derived by City as a result of the installation of said fiber optic cable.

5. **No Interest in Land.** Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the License Premises. The City retains legal possession of the full boundaries of its right-of-way and the Agreement merely grants to Licensee the privilege to use the License Premises described above throughout the term of this Agreement.
  
6. **No Vested Right.** Notwithstanding any expenditure of money, time and/or labor by Licensee on or within the License Premises, the Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee. Licensee shall expend any time, money or labor on or in the License Premises at Licensee's own risk and peril.
  
7. **Limited Scope of License.** The License granted to Licensee is limited in scope to the following use or uses:

To construct, install, operate, inspect, maintain, repair, upgrade, replace and remove a fiber optic cable and any and all lines, conduits, access manholes, pull vaults, and other similar equipment and devices owned or used by Licensee (hereafter the "Equipment") in the License Premises, as depicted on Exhibit A, for the purpose of providing telecommunication services.
  
8. **Installation.** Licensee agrees and warrants that the installation will be done and completed in a good and workmanlike manner, and at no expense to City. Installation will be undertaken in the name of, or pursuant to contracts or agreements with Licensee. The fiber optic cable shall be installed by directional boring where possible, except at locations where bore pits are dug and concrete pull vaults are installed. Such cable shall be installed at a minimum depth three (3) feet. The fiber optic cable shall be encased in conduit. All of the Equipment shall be installed underground.
  
9. **Restoration.** On completion of any installation activity by Licensee or persons acting pursuant to contracts or agreements with Licensee, Licensee agrees to (a) replace and grade all topsoil removed or disturbed in connection with such installation, (b) restore all disturbed, removed, or damaged fences, roads, alleys, driveways, parkways, and similar improvements to at least as good a condition as existing immediately preceding the Installation, and (c) reseed all grass removed in connection with any Installation.
  
10. **Relocation of Equipment for City.** Upon receipt of at least sixty (60) days advance written notice, the Licensee shall, at its sole cost, relocate in or remove from the License Premises, any Equipment of Licensee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, highway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements. The Licensee shall in all cases

have the right of abandonment of part or all of its Equipment. The City will reasonably endeavor to provide a place to which the Equipment may be relocated, but if no such place is available, then Licensee must relocate the fiber optic cable off the Public Way to its expense. The City shall not be liable for any costs associated with any such relocation, rerouting or removal of Licensee's Equipment.

11. **Relocation For Third Party.** The Licensee shall, on the request of any third party holding a lawful license or permit issued by City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the License Premises as necessary any Equipment of Licensee, provided: (A) the expense of such is paid by said third party benefiting from the relocation, including, if required by the Licensee, making such payment in advance; and (B) the Licensee is given reasonable advance written notice to prepare for such changes. For purposes of this section, reasonable advance written notice shall be no less than ninety (90) days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.
12. **Transferability of License.** The Licensee's right, title, or interest in the License shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Licensee, without prior written notice to City. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in its fiber optic network in order to secure indebtedness.
13. **Termination.** This Agreement and the License herein granted to Licensee may be terminated by City, if after written notice by City to Licensee of the occurrence or existence of a default or material breach, Licensee, fails to cure, or commence good faith efforts to cure, such default or material breach within forty-five (45) days after delivery of such notice.
14. **Removal or Abandonment Upon Termination.** At such time as this Agreement and the License herein granted to Licensee is terminated, Licensee shall cease using its equipment, and Licensee may, but shall not be required to, remove its Equipment located in the License Premises. With respect to any removal, Licensee shall repair all damage caused in connection with removal and shall restore the areas affected by the Equipment to the condition and appearance in which they were found prior to installation of the Equipment, reasonable wear and tear and damage by casualty excepted. Licensee may, at its option, abandon such Equipment in place.
15. **Insurance.** Licensee shall maintain at all times during the term of the Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Illinois or other insurer approved by Licensee with at least \$1,000,000.00 single limit coverage on all risks. Such policy or policies shall provide that the coverage afforded thereunder shall not be

canceled, terminated or materially changed until at least thirty (30) days written notice has been given to City. Licensee shall name City as co-insured and shall furnish City with duplicate policies or certificates evidencing insurance in force as required herein prior to utilizing the License Premises. Evidence of payment of premiums shall be delivered to City at least thirty (30) days prior to the expiration dates of each existing insurance policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess of prorated, it shall be endorsed to be primary with respect to City.

16. **Construction and Maintenance.** Licensee agrees that the improvements described herein shall be installed and maintained at all times in a safe, neat, sightly and good physical condition and in accordance with all requirements of law. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain its facilities in the License Premises in good condition and in compliance with any applicable requirements of law. City shall be the sole judge of the quality of the construction and maintenance and, upon written notice of City stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee fails to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee covenants and agrees to reimburse the City its full cost and expense for any such maintenance.
17. **Reservation of Rights.** The City hereby reserves the right to use the License Premises and all adjacent property of the City in any manner that will not interfere with the exercise by Licensee of the rights granted hereunder. The City has the right to grant other non-exclusive easements, over, along, on, or across the License Premises, except that any such other easements will be subject to this Agreement and the rights granted hereby.
18. **Compliance with Law.** Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the License Premises and the Licensee's use thereof. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the use of the License Premises described herein, that Licensee will procure all additional licenses, permits or like permission hereinafter required by law during the term of this Agreement, and that Licensee will keep the same in full force and effect during the term of this Agreement. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.
19. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and save the City, its officers, agents, servants, employees, boards and commissions harmless from and against:

- a. **Damage to Licensee's Property.** Any and all claims for loss or damage (including reasonable attorney's fees and/or lost revenue) to the Licensee's Equipment or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be destroyed, or in any way damaged, by any cause whatsoever, including unintentional damage caused by City.
- b. **Damage to Others.** Any claims, suits, judgments, costs, attorney's fees, loss, liability, damage or other relief, including but not limited to Workers' Compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement and/or the existence, maintenance, use or location of Licensee's Equipment within City's Public Ways. In the event of any action against City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of City's choosing.
- c. **Mechanic's Lien.** Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon the License Premises. Such indemnification shall include the City's reasonable attorney's fees incurred in connection with any such loss, claim or suit.

The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.

20. **Breach and Limitation on Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach.
21. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

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

To the Licensee:  
Scott Riggs  
Clearwave Communications  
2 N. Vine Street, 4<sup>th</sup> Floor  
Harrisburg, IL 62946

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

22. **No Joint Venture or Partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties hereto.
23. **No Personal Liability.** No official, director, officer, agent or employee of City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.
24. **Joint and Collective Work Product.** This Agreement is and shall be deemed and construed to be a joint and collective work product of City and Licensee, and as such, this Agreement shall not be construed against one party as the otherwise purported drafter of the same by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.
25. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.
26. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this License agreement shall be in the Circuit Court for the Twentieth Judicial Circuit, Randolph County, Illinois.
27. **References in Agreement.** All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion that shall remain in full force and effect.
28. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
29. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
30. **Binding Agreement on Parties.** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

31. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of the Agreement.

32. **Modification.** This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in or writing herein or in a duly authorized and executed amendment hereof.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

City OF Fairview Heights, ILLINOIS

DELTA COMMUNICATIONS, L.L.C.

By: \_\_\_\_\_  
Mark Kupsky, Mayor

By:  \_\_\_\_\_  
Scott Riggs, Manager

ATTEST:

\_\_\_\_\_  
Karen Kaufhold, City Clerk

STATE OF ILLINOIS

COUNTY OF SALINE

I, the undersigned, Notary Public, in and for and residing in said County and State aforesaid, do hereby certify that Scott Riggs, as Manager of DELTA COMMUNICATIONS, L.L.C., an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of September, 2016

Roth D Clayton  
Notary Public



STATE OF ILLINOIS

COUNTY OF ST. CLAIR

I, the undersigned, Notary Public, in and for said County, in the State aforesaid, to hereby certify that Mark Kupsy, personally known to me to be the Mayor of the City of Fairview Heights, Illinois and Karen Kaufhold, personally known to me to be the City Clerk of the said City, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument of writing and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City Council of said City, as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

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

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

**PROPOSED RESOLUTION NO. 90-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE FAIRVIEW HEIGHTS AREA FOOD PANTRY, INC. TO LEASE AN AREA IN THE NORTH WING BASEMENT OF THE COMMUNITY ROOM OF THE MUNICIPAL BUILDING.**

WHEREAS, the Fairview Heights Area Food Pantry, Inc., a not-for-profit corporation, is in need of space to store and distribute food to residents of Fairview Heights; and

WHEREAS, the Fairview Heights Area Food Pantry, Inc., has requested the City of Fairview Heights utilization of available space in the Municipal Building.

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 Lease Agreement with the Fairview Heights Area Food Pantry, Inc., 412 St. Clair Road, Fairview Heights, Illinois 62208 to lease an area in the north wing basement of the Community Room of the Municipal Building at a rate of ONE DOLLAR AND NO CENTS (\$1.00) per year pursuant to the Lease 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:

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MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

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KAREN J. KAUFHOLD - CITY CLERK

**LEASE AGREEMENT**

This LEASE ("Lease"), made as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Fairview Heights ("the City") and the Fairview Heights Area Food Pantry, Inc., a not-for-profit corporation operating under the laws of the State of Illinois ("Tenant").

**WITNESSETH:**

**ARTICLE 1. PREMISES**

Section 1.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, the City hereby leases to Tenant the premises more fully depicted and described in **Exhibit A** and the plat attached thereto, consisting of the North Wing Basement of a certain building commonly known as the Community Room at the City of Fairview Heights Municipal Complex, 10025 Bunkum Road, Fairview Heights, Illinois 62208 ("Leased Premises"). The Leased Premises is a part of the City of Fairview Heights Municipal Complex, and the entire building and land thereon is hereinafter referred to as the "Municipal Complex".

Section 1.2. Acceptance of Premises. Tenant shall give written notice pursuant to Section 12.2 below to the City three (3) days after the Possession Date, as defined below, that Tenant has inspected the Leased Premises and either (i) accepts it in its then condition or (ii) notes any deficiencies then apparent; provided that a failure by Tenant to provide the above written notice to the City within said three (3) day period shall be deemed acceptance of the Leased Premises in its then condition. The City's obligation and/or liability to Tenant for deficiencies shall be strictly limited to the correction of the noted deficiencies, more fully listed in **Exhibit C**.

**ARTICLE 2. TERM**

Section 2.1. Term. The term shall begin October 20, 2016 ("Commencement Date") and the term of the lease shall be perpetual with renewal on an annual basis. Tenant's possession of the Leased Premises shall begin upon the Lease execution date ("Possession Date"). Regarding both the Commencement Date and the Possession Date, notice will be deemed delivered pursuant to Section 12.2 below.

Section 2.2. Lease Year. The term "lease year" shall mean a period of twelve (12) consecutive calendar months. The first lease year shall begin on the date of the beginning of the term if such date occurs on the first day of a calendar month; if not, then on the first day of the first calendar month succeeding the beginning of the term. Subsequent lease years shall run consecutively, each beginning on the first day of the calendar month

succeeding the completion of the previous lease year.

Section 2.3. Option. Provided Tenant is not in default hereunder, Tenant shall have the option to renew the Lease annually, in perpetuity, subject to the terms, covenants and conditions of this Lease except as may herein be otherwise specifically stated. Tenant shall exercise such option by giving the City written notice thereof no later than six (6) months prior to the end of the original term or first extension term hereof, as applicable. The word "term" as used herein shall mean the original term and any extensions thereof, unless the context otherwise requires.

### **ARTICLE 3. RENT**

Section 3.1. Payment. All rents and other payments required to be made by Tenant pursuant hereto shall be paid to the City at City of Fairview Heights – Municipal Complex, 10025 Bunkum Road, Fairview Heights, Illinois 62208, unless Tenant is otherwise notified in writing by the City at least ten (10) days prior to the rent payment date.

Section 3.2. Rent. Tenant shall pay rent, starting on November 1, 2016, at the amount of one dollar (\$1.00) per lease year, without deduction or set-off of any kind. Rent shall be reduced pro rata for any part of a lease year less than a full lease year, and Tenant shall pay rent pro rata for that part, if any, of the term preceding the first lease year. All past due rent, additional rent and/or other sums due to the City under the terms of this Lease shall be subject to a late charge equal to five percent (5%) of the then outstanding amount due and such charge shall be deemed to be additional rental. Failure to pay such charges shall be deemed a default under this Lease.

### **ARTICLE 4. MAINTENANCE, REPAIRS AND UTILITIES**

Section 4.1. The City's Obligations. The City shall maintain the structural portions of the building in which the Leased Premises is located, including maintenance of the plumbing systems, electrical systems and equipment, and heating and cooling systems. The City shall have no obligation in regard to Tenant's personal property, fixtures, equipment, inventory or the interior of the Leased Premises, or any other obligations except as specifically provided for herein or otherwise in this Lease.

Section 4.2. Tenant's Obligations. Subject to the City's prior approval, Tenant shall perform any remodeling work to the Leased Premises that it deems necessary at its own expense. Tenant shall at all times maintain and keep in good order and repair the Leased Premises, keeping the Leased Premises in a clean, sanitary and safe condition. Tenant shall make all other repairs and replacements, whether of a like or different nature, except those which the City is specifically obligated to make under the provisions of this Article, and the provisions of Articles 6 and 7. Tenant agrees to comply with all rules and regulations established by the City regarding the storage and removal of refuse and the location of dumpsters. Tenant shall be responsible for the repair, maintenance and replacement of all of Tenant's property located on the Leased Premises.

Section 4.3. Performance. If Tenant does not maintain the Leased Premises and make the repairs and replacements required hereunder promptly and adequately, the City may, but need not, demand Tenant pay the City's cost thereof, plus a supervisory fee in the amount of ten percent (10%) of the cost of the work.

Section 4.4. Utilities and Fees. The City shall pay when due all charges for the removal of refuse, water, sewers, fuel, gas, electricity and all other utility services rendered or used on or about the Leased Premises. The City shall also pay all permit and inspection fees imposed by any governmental authority with respect to the Leased Premises.

## **ARTICLE 5. USE, ALTERATIONS AND FIXTURES**

Section 5.1. Use. The Leased Premises shall be occupied and used only for the operation of a food pantry and for no other purpose, or in any manner that might invalidate or increase the rate of or make inoperative any policy of insurance of any kind whatsoever at any time carried on the Leased Premises.

Tenant agrees not to: (a) keep or use or permit to be kept or used on the Leased Premises any inflammable fluids or explosives or engage in hazardous activities; (b) use the Leased Premises for any purpose which might create a nuisance or injure the reputation of the Leased Premises, the Municipal Complex, or the City; (c) deface or damage the Leased Premises or the Municipal Complex; (d) commit or suffer any waste; (e) install any electrical equipment that overloads lines; (f) make any roof penetrations or walk on the roofing surface for any reason; or (g) use the storm or sewer lines in the Leased Premises for any purpose in which they are not intended, including, but not limited to, the disposal of foreign objects.

Section 5.2. Conduct of Business. Tenant covenants and agrees that from and after its initial opening for business, it will operate and conduct within the Leased Premises the business it is permitted to operate and conduct under the provisions of this Lease unless prevented from doing so by causes beyond Tenant's control. Tenant shall conduct its business in the Leased Premises during the regular customary days and hours for such type of business in the trade area in which the Leased Premises is located. Tenant agrees to conduct its business, at all times, in a first class manner consistent with reputable business standards and practices and will keep the Leased Premises in a neat, safe, clean and orderly condition. Should Tenant fail to keep open the Leased Premises and operate the business conducted thereon as specified herein, the City shall notify Tenant of such failure and Tenant shall have fifteen (15) days to rectify the problem or make other ameliorative arrangements with the City. If Tenant fails to cure the default within said fifteen (15) days then the City may at its option, in addition to all other remedies available to it, terminate this Lease without further notice effective immediately.

Section 5.3. Compliance with Law. Tenant shall, at its expense, comply with and shall cause the Leased Premises to comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Leased Premises, or the use thereof, including without limitation, those which require the making of any alterations, improvements or

additions to the Leased Premises. Tenant shall, at its expense, comply with the requirements of all policies of insurance which may at any time be in force with respect to the Leased Premises.

Section 5.4. Alterations. Tenant may from time to time make minor non-structural interior alterations to the Leased Premises provided that such alterations do not reduce the value of the Leased Premises. Tenant shall not make major interior or any exterior or structural alterations to the Leased Premises without the prior written approval of the City.

Section 5.5. Fixtures. Any fixtures, equipment, signs or other property installed in the Leased Premises by Tenant shall remain the property of the Tenant, subject to Section 9.4 of this Lease. Tenant shall remove said property prior to the end of the term and shall repair all damage caused by such removal.

Section 5.6. Signs. Subject to the prior approval of the City, Tenant shall have the right to place signs in, on, or around the interior and exterior of the Leased Premises, however no signs shall be permitted on the roof.

Section 5.7. Liens. Tenant shall keep the Leased Premises free from any mechanic's or materialmen's liens or claim thereof for any labor or material furnished Tenant in connection with the Leased Premises, except that Tenant shall have the right to contest the validity or amount of any such lien, provided that Tenant shall first post any bond or make any deposits required by the City or the terms of any trust deed, mortgage or similar instrument affecting the Leased Premises to assure the discharge of such lien or claim thereof. Tenant's failure to discharge any lien or claim on the City's title shall, at the election of the City, be a default hereunder. In addition, the City shall have the right, but not the obligation to pay for the release of the lien, for which Tenant shall reimburse the City upon demand.

## **ARTICLE 6. RESTORATION IN THE EVENT OF INSURED CASUALTY**

Section 6.1. Mutual Release. The City hereby releases and discharges Tenant and their agents and employees of and from all liability to the City and to anyone claiming by, through or under the City by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other insured casualty, however caused. Tenant hereby releases and discharges the City, and any other persons, firms and corporations, having an interest in the Leased Premises, their agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant by subrogation or otherwise on account of any loss or damage to the fixtures, merchandise, and other property of Tenant or any loss or damage resulting from the interruption of Tenant's business caused by or arising out of any fire or other insurable casualty, however caused.

Section 6.2. Restoration. In the event the Leased Premises are damaged by fire or other insured casualty, the City may elect either to repair the Leased Premises or to terminate this Lease by giving Tenant no less than thirty (30) days written notice of such termination within sixty (60) days after the date of such fire or other insured casualty. In any case

where the City is to repair the Leased Premises, a reasonable time after the City's receipt of all such amounts shall be allowed for the completion of such repairs subject to delays beyond the reasonable control of the City. In no event shall the City be obligated to restore Tenant's improvements, fixtures or equipment. The City shall only be obligated to restore the structural portions of the building in which the Leased Premises is located.

Section 6.3. Rent Abatement. If such damage renders the Leased Premises totally untenantable, the rent shall abate until the Leased Premises are again made tenantable and if such damage renders the Leased Premises partially untenantable, rent shall be abated in proportion to the floor area of the Leased Premises rendered untenantable until the entire Leased Premises are again made tenantable.

## **ARTICLE 7. INDEMNITY AND INSURANCE**

Section 7.1. Indemnity. Tenant shall defend, indemnify and save harmless the City and any other persons, firms, or corporations having any interest in the Leased Premises, their agents and employees, against any liability or claim thereof whether for injury to persons, including death, or damage to property (i) occurring on or arising out of the use of the Leased Premises during the term hereof, except if caused by any act or omission of the City or its other persons, firms and corporations, their agents, employees, licensees or contractors; (ii) arising out of any default by Tenant hereunder; (iii) arising out of any act or omission by Tenant, its agents or employees on the Leased Premises at any time.

Section 7.2. Liability Insurance. Tenant shall procure from companies satisfactory to the City and maintain at its expense policies of insurance insuring the City, and any other persons, firms or corporations designated by the City as having an interest in the Leased Premises, with broad form comprehensive general liability coverage covering the Leased Premises and the use and operation thereof with limits of not less than \$1,000,000.00 combined single limit coverage; said policies shall by their terms be primary with respect to any insurance carried by the City or such other person, firm or corporation. Prior to the commencement of operation, Tenant shall tender to the City a certificate evidencing said coverage.

Section 7.3. Policies. Any insurance required to be procured and maintained by Tenant hereunder shall not be subject to cancellation except after thirty (30) days prior written notice to the City. All policies of liability required hereunder, together with receipts showing payment of the premiums thereof, shall be deposited with the City prior to the commencement of the term hereof and renewals thereof not less than thirty (30) days prior to the expiration of the term of such coverage.

By this Section, the City and Tenant intend that the risk of loss or damage as described above be borne by responsible insurance carriers to the extent above provided, and Tenant agrees to look solely to, and to seek recovery only from, the respective insurance carriers in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies.

## ARTICLE 8. TITLE AND POSSESSION

Section 8.1. Title and Quiet Enjoyment. The City represents that it has full right and power to execute and perform this Lease, and covenants that Tenant, on paying the rents herein provided, and performing its covenants and agreements hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease.

Section 8.2. Assignment. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate (hereinafter "transfer") this Lease or any part thereof, or Tenant's interest in and to the Leased Premises, or any part thereof, nor enter into any license or concession or other use or occupancy agreement, whether written or oral, express or implied, with respect thereto, without first obtaining the written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City may reasonably withhold its consent of any transfer based on reasonable business criteria, which may include (i) creditworthiness; (ii) business reputation; (iii) proposed use; or (iv) if the proposed transfer is to any existing tenant of the City or its affiliates. Should Tenant seek the City's consent hereunder, it shall include with its formal written request, a non-refundable \$1,500.00 assignment fee. Tenant shall also pay all of the City's expenses related to such assignment such as the cost of the credit report required for such subtenant or assignee and any other related expenses. Any such attempted or purported transfer, whether by operation of law, bankruptcy or otherwise, without the City's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. No assignment or subletting shall operate to relieve Tenant or any guarantors under this Lease from the obligations hereunder, including, but not by way of limitation, the payment of all rent under this Lease.

Section 8.3. Subordination/Estoppel. Nothing herein shall empower Tenant to do any act which can, may or shall cloud or encumber the City's interest in the Leased Premises.

Section 8.4. Possession. Upon the taking of possession of the Leased Premises by Tenant, the City shall convey to Tenant the keys, digital keypad codes, or proximity cards (ProxCards) to grant Tenant means to enter the Leased Premises at the needs of the Tenant. Tenant herein covenants and agrees to maintain the security and secrecy of any keys, digital keypad codes, or ProxCards. Tenant shall not release or allow to be released any keys, digital keypad codes, or ProxCards to any individual, agent, representative, business, entity or other party without prior written approval of the City.

Section 8.5. Surrender. At the expiration or earlier termination of this Lease, Tenant covenants that it will peaceably and quietly leave and surrender the Leased Premises, together with all alterations, additions and improvements authorized under this Lease and then a part of the Leased Premises (except for trade fixtures belonging to Tenant), in good order, condition and repair, reasonable wear and tear, restoration and repairs required to be made by the City excepted. Also at termination, Tenant shall deliver to the City all keys or ProxCards to the Leased Premises. If Tenant fails to remove its trade fixtures, signs and other personal property at or prior to the termination of the term hereof, or earlier

termination of the lease, Tenant shall be conclusively deemed to have conveyed all of Tenant's trade fixtures, signs and other personal property to the City under this Lease as a bill of sale without payment or credit by the City to Tenant and the City may, at the City's election, remove and dispose of Tenant's trade fixtures, signs and other personal property and Tenant shall pay the cost of removal and disposition upon demand. If Tenant retains possession of the Leased Premises or any part thereof after the termination of the term by lapse of time or otherwise, such holding over shall not operate to extend the term or renew this Lease, except that at the election of the City, such holding over shall renew the term for the period of one month at double the basic rent. The City's acceptance of any rent after holding over does not renew this Lease and the provisions of this Lease do not waive the City's rights or reentry to any other right hereunder.

Section 8.6. Right of Entry. The City or the City's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the City may deem necessary or desirable, without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall not abate while said repairs, alterations, improvements, or additions are being made.

## **ARTICLE 9. MISCELLANEOUS**

Section 9.1. Common Facilities. The sidewalks, driveways, parking areas, service areas, landscaping, loading areas, canopies, storm drainage facilities, connections to local water supply, sewer systems and other utilities, light facilities, roofs, exterior lighting, security and fire protection equipment and systems, if any, and other facilities of the Municipal Complex designed for use by all occupants of the Municipal Complex and as designated from time to time by the City are herein together referred to as the "Common Facilities". The City hereby grants to Tenant, its employees and invitees, without charge, the right to use, in common with others entitled to similar use thereof, the Common Facilities as they may from time to time be constituted.

Section 9.2. Condition of Premises. Tenant agrees to accept the Leased Premises in an "as is" condition, subject to the City's Work, if any, as shown on Exhibit C attached hereto and made a part hereof.

## **ARTICLE 10. DEFAULTS AND REMEDIES**

Section 10.1. Events of Default. The occurrence of any of the following shall constitute a default by Tenant hereunder:

- (a) Failure of Tenant to pay any rental due or any other sum due hereunder required to be paid after the same shall become due and payable and such failure continues for five (5) days after written notice from the City;
- (b) Abandonment or misuse of the Leased Premises by Tenant;
- (c) Tenant's failure to perform any other covenant or condition of this Lease within

fifteen (15) days after written notice and demand from the City;

(d) The filing of a petition by or against Tenant or any Guarantor for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's or Guarantor's property; an assignment by Tenant or Guarantor for the benefit of creditors or the taking of possession of the property of Tenant or Guarantor by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant or Guarantor;

(e) If Tenant shall be given a total of three (3) notices of default during the initial term of this Lease and all option terms, if any, under 11.01(a) or 11.01(c), notwithstanding any subsequent cure of the default identified in such notices'; and

(f) Tenant or Guarantor shall falsify any report required to be furnished to the City.

Section 10.2. The City's Remedies. In the event of default, the City shall have the right, then or at any time thereafter, and while such default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to the City at law or equity or contained in this Lease, to do any of the following:

(a) The City by itself or its authorized agents may cure the default and charge Tenant for the costs of such cure, which charge shall be due and payable as Additional Rent under this Lease immediately due upon written notice to Tenant;

(b) The City shall have the immediate right of re-entry and may remove all persons and any property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Such default by Tenant shall constitute a surrender of all fixtures, equipment and inventory in the Leased Premises;

(c) The City may, as an alternative to terminating the Lease, serve a written demand for possession. The City will be entitled to possession of the Leased Premises and Tenant will then have no further right to possession under the Lease. Tenant will remain liable to the City for the payment of all Rent and other charges, which Tenant has agreed to pay under this Lease throughout the remainder of the Term.

(d) The City may terminate the Lease and obtain possession of the Leased Premises by delivery of a notice of termination to Tenant. Such termination will be immediately effective and the City, if necessary, is entitled to commence immediately an action in summary proceedings to recover possession of the Leased Premises. No receipt of money by the City from Tenant after the termination of this Lease acts to reinstate, continue or extend the Term, nor affect or waive any notice given by the City to Tenant prior to such receipt of money. The City will use commercially reasonable efforts to mitigate damages caused by a default or breach of Tenant. After such termination, The City may recover all

Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant under this Lease up to and including such termination date.

Section 10.3. Legal Expense. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant or the City to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover from the other party all expenses incurred therefor, including a reasonable attorney's fee.

Section 10.4. Remedies. All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

Section 10.5. Defaults by the City. If the City fails to perform any of the City's obligations under this Lease, which failure continues for more than thirty (30) days after Tenant's delivery of written notice to the City specifying such failure, or if such failure is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and the City has not undertaken procedures to cure the failure within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, after a second written notice to the City and the City's failure to cure within ten (10) business days after receipt of such second written notice, at its option, incur any expense necessary to perform the obligation of the City specified in such notice and invoice the City for the cost thereof.

Section 10.6. Consequential and Speculative Damages. In no event shall Tenant have the right to sue for or collect any amount of consequential or speculative damages.

## **ARTICLE 11. GENERAL**

Section 11.1. Rules and Regulations. Tenant covenants and agrees that Tenant will comply with (and require all of Tenant's permittees and their employees, agents and contractors to comply with) all rules and regulations established by the City from time to time for the operation of the Leased Premises including but not limited to those set forth on **Exhibit B** attached hereto. The City, in the City's sole and absolute discretion, may modify and amend the rules and regulations without notice to Tenant.

Section 11.2. Notices. Notices, demands, reports and statements required or permitted to be given hereunder shall be given by registered or certified mail and shall be addressed if to the City, at City of Fairview Heights – Municipal Complex, 10025 Bunkum Road, Fairview Heights, Illinois 62206, and if to Tenant at the Leased Premises. Either party may change the place for notices by notice in writing to the other. Notices, demands, reports and statements shall be deemed to have been given one (1) day after being sent or

upon actual receipt if personally delivered.

Section 11.3. Waiver. The failure of the City or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

Section 11.4. No Offer. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by the City and Tenant.

Section 11.5. Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one lessor or lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provision of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected thereby.

Section 11.6. Exhibits. All Exhibits referred to in and attached to this Lease are hereby made a part of this Lease.

Section 11.7. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

Section 11.8. Recording. Tenant shall not record this Lease without the prior written consent of the City.

Section 11.9. WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS LEASE OR ANY OF THE OTHER DOCUMENTS ENTERED INTO IN CONNECTION WITH THIS LEASE.

Section 11.10. Limitation of the City's Liability. There shall be no personal liability on the City, its officers, partners, members, employees, shareholders, agents beneficiaries, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof.

Section 11.11. Use Restrictions. Tenant agrees that the Leased Premises are restricted from

any use set forth on **Exhibit D** attached hereto and made a part hereof.

Section 11.12. Time of Essence. Time is hereby expressly declared to be of the essence of this Lease and each and every covenant, term, condition and provision hereof.

Section 11.13. No Partnership. Notwithstanding any other express or implied provision of this Lease, it is understood that the City does not in any way claim to be or propose a partnership or joint venture with Tenant in the conduct of Tenant's business.

Section 11.14. Entire Agreement. This Lease together with any Exhibits contains all agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the City or understandings made between the parties other than those set forth in this Lease and its Exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

Section 11.15. Tenant Improvements. If Tenant is going to perform substantial leasehold improvements to the Leased Premises including but not limited to plumbing, electrical, HVAC, or flooring, then Tenant shall submit to the City full architectural drawings for the City's approval and such work must meet all City of Fairview Heights code and ordinance requirements. Tenant is responsible for applying for and obtaining a City of Fairview Heights building permit.

**IN WITNESS WHEREOF**, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS

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

Name: Mark Kupsky  
Title: Mayor

TENANT – FAIRVIEW HEIGHTS AREA FOOD PANTRY, INC.

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

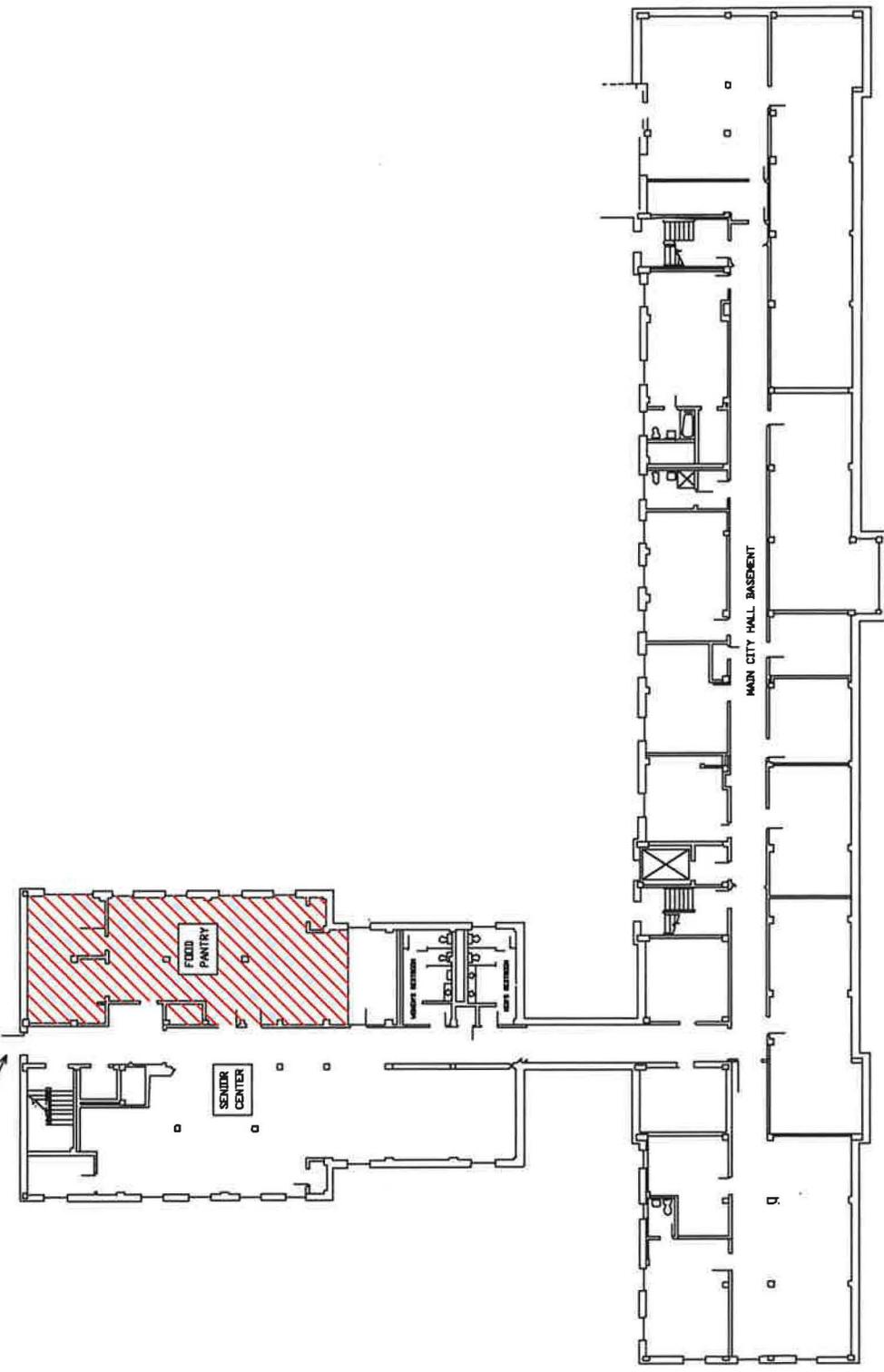
Name:  
Title:

**EXHIBIT A**

**LEGAL DESCRIPTION**

See attached diagram.

NORTH WING  
SENIOR CENTER ENTRANCE



## **EXHIBIT B**

### **RULES AND REGULATIONS**

TENANT AGREES AS FOLLOWS:

- (1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by the City.
- (2) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of the City are necessary for the proper operation of the Leased Premises.
- (3) All garbage and refuse shall be kept in the kind of container specified by the City, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by the City. If the City shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- (4) No aerials, balloons, advertising or any other object shall be erected on the roof or exterior walls of the Leased Premises, or on the grounds, without in each instance, the written consent of the City. Anything so installed without such written consent shall be subject to removal without notice at any time.
- (5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of the City.
- (6) Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (7) The outside areas immediately adjoining the Leased Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of the City, and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
- (9) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises.
- (10) Tenant, its employees and or its agents, shall not solicit business in the parking or other common areas, nor shall Tenant, its employees and/or its agents, distribute any handbills or other advertising matter in or on automobiles parked in the parking or other common areas.
- (11) Tenant shall not carry on any trade or occupation or operate any instrument or apparatus or equipment which emits an odor or causes a noise discernible outside of the Leased Premises and which may be deemed offensive in nature.
- (12) Tenant shall not use, permit or suffer the use of the Leased Premises, or any part thereof as living, sleeping or lodging quarters, or other residential purposes.

- (13) No auction, fire, bankruptcy or selling-out sales, except those which are lawful and bona fide, shall be conducted on or about the Leased Premises without the prior written consent of the City.

The City shall, for the enforcement of the covenants, conditions and agreement now or hereafter made a part of these Rules and Regulations, have all remedies in the lease of which this is an Exhibit provided for breach of lease provisions.

## **EXHIBIT C**

### **CITY WORK**

The City herein covenants and agrees to have completed the following listed improvements upon the Leased Premises, either through the City's own undertaking or through the employment of licensed and responsible contractors, all at the City's own expense.

1. The construction of a partition wall to demarcate the Tenant's Lease Premises as more fully depicted in **Exhibit A**.

2. The provision of necessary and appropriate electrical lines, outlets, or other means of power supply to the partition wall described herein at (1).

**EXHIBIT D**

**USE RESTRICTIONS**

All uses other than that specified in Section 5.1 of the Lease shall be prohibited.

**Tenant Information**

**Contact Name:** \_\_\_\_\_

**Business/Company Name:** \_\_\_\_\_

**Leased Premises Address:** \_\_\_\_\_

**Premises Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email / Website Address:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Cell Number:** \_\_\_\_\_

**D.L. #** \_\_\_\_\_

**Social Security #** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

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*In case of emergency (i.e. electrical outage, water main break, burglary, fire) it is our policy to first contact local authorities & second the emergency contact you authorize.*

**Emergency Contact:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

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**Invoices/Notices Mailed To:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

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**PROPOSED RESOLUTION NO. 91-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF CASEYVILLE FOR IMPROVEMENTS TO 89<sup>TH</sup> STREET.**

WHEREAS, the Village of Caseyville has received funding to improve 89<sup>th</sup> Street beginning at the intersection with Kassing Drive and extending along said route in a southerly direction to a point approximately 2763 feet from the point of beginning; and

WHEREAS, said improvements will benefit the residents of the City of Fairview Heights whose property fronts 89<sup>th</sup> Street; and

WHEREAS, the City of Fairview Heights will reimburse the Village of Caseyville TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) for engineering and EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00) for construction of the improvements associated with the 89<sup>th</sup> Street Improvements project; and

WHEREAS, the Village of Caseyville will be responsible for the preparation and implementation of the plans and specifications for construction of the improvements associated with the 89<sup>th</sup> Street Improvements project.

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

That the City of Fairview Heights does hereby authorize the Mayor to enter into an Agreement with the Village of Caseyville to reimburse the Village of Caseyville TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) for engineering and EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00) for construction associated with the 89<sup>th</sup> Street Improvements project and abide by all covenants

contained in the Agreement attached hereto, and 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"**

**AGREEMENT BETWEEN  
CITY OF FAIRVIEW HEIGHTS  
AND  
VILLAGE OF CASEYVILLE  
FOR  
89<sup>TH</sup> STREET IMPROVEMENTS**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF FAIRVIEW HEIGHTS, hereinafter called the CITY, and the VILLAGE OF CASEYVILLE, hereinafter called the VILLAGE:

**WITNESSETH**

WHEREAS, the CITY and VILLAGE, in order to facilitate the free flow of traffic and increase safety to the motoring public, are desirous of improving 89<sup>th</sup> Street, beginning at the intersection with Kassing Drive and extending along said route in a southerly direction to a point approximately 2764 feet from the point of beginning which is to be improved, by providing a new asphalt drive surface, storm sewer and segmental concrete block retaining wall, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, said improvement will be of immediate benefit to the residents of the CITY and VILLAGE and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees to prepare, or caused to be prepared, plats, plans and specifications, furnish engineering during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The VILLAGE agrees to prepare the deeds with the VILLAGE and CITY acquiring all necessary right-of-way for this project in its respective name and areas of jurisdiction.
3. The VILLAGE agrees to receive bids and to award a contract for construction of the proposed improvement.
4. The CITY agrees that execution of this agreement constitutes the CITY'S concurrence in the award of the construction contract to the responsible low bidder as determined by the VILLAGE.
5. It is mutually agreed that the VILLAGE will pay for the construction of this improvement and be reimbursed by the CITY in an amount as follows:

The CITY agrees to reimburse the VILLAGE \$20,000.00 for the engineering and \$80,000.00 for the construction associated with the 89<sup>th</sup> Street Improvements project.

6. Upon final inspection of the improvement, the VILLAGE and CITY agree to maintain, or cause to be maintained, their respective portions of 89<sup>th</sup> Street as stated in Paragraph 7.
7. Upon final inspection of the improvement, the VILLAGE and CITY agrees to maintain, or cause to be maintained, all of the improvements resulting from the 89<sup>th</sup> Street Improvements, within the VILLAGE'S and CITY'S respective rights of way.
8. The VILLAGE shall retain all records of the improvement for a period of five years after completion of the improvement.
9. This Agreement and the covenants contained herein shall be null and void in the event a contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
10. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

*Village of Caseyville*  
~~CITY OF FAIRVIEW HEIGHTS~~

*City of Fairview Heights*  
~~VILLAGE OF CASEYVILLE~~

By *Leonard Black*  
 Mayor

By \_\_\_\_\_  
 Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 1640**

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN FAIRVIEW HEIGHTS AND THE VILLAGE OF CASEYVILLE FOR 89<sup>TH</sup> STREET IMPROVEMENTS.**

**WHEREAS**, the CITY and VILLAGE, in order to facilitate the free flow of traffic and increase safety to the motoring public, are desirous of improving 809<sup>th</sup> Street, beginning at the intersection with Kassing Drive and extending along said route in a southerly direction to a point approximately 2764 feet from the point of beginning which is to be improved, by providing a new asphalt drive surface, storm sewer and segmental concrete block retaining wall, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

**WHEREAS**, said improvement will be of immediate benefit to the residents of Fairview Heights, Illinois and the Village of Caseyville, Illinois, and permanent in nature.

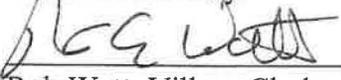
**NOW THEREFORE**, be it resolved by the Mayor and Board of Trustees of the Village of Caseyville, Illinois as follows:

The Mayor and Clerk of the Village is hereby authorized to execute a certain Intergovernmental Agreement between Fairview Heights, Illinois and the Village of Caseyville, Illinois, the form of which is attached hereto and made part hereof as Exhibit 1.

**PASSED** by the Village Board of the Village of Caseyville, Illinois on the 7<sup>th</sup> day of September, 2016, on the following roll call vote:

	Aye	Nay	Abstain	Absent
Matt Modrovsky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G.W. Scott, Sr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brenda Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wally Abernathy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jackie Mitchell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Buckley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vote Recorded by:

  
Rob Watt, Village Clerk

Approved by the Mayor of the Village of Caseyville this 7<sup>th</sup> day of September, 2016.

*Leonard Black*

\_\_\_\_\_  
Mayor Leonard Black

ATTEST:

*Rob Watt*

\_\_\_\_\_  
Rob Watt, Village Clerk



**PROPOSED RESOLUTION NO. 92-'16**

**A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO THE LOCAL AGENCY PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION ADDENDUM #1 FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF MARKET PLACE AND COMMERCE DRIVE.**

WHEREAS, the City of Fairview Heights has been awarded Federal Funding through a Congestion Mitigation Air Quality (CMAQ) Grant, for engineering services to construct a roundabout and modify the approach and departure legs of the intersection of Market Place and Commerce Drive, and

WHEREAS, the total estimated engineering cost for the roundabout project is ONE HUNDRED FORTY-THREE THOUSAND DOLLARS AND NO CENTS (\$143,000.00), and

WHEREAS, the CMAQ Grant assigns the cost sharing for the roundabout project at an estimated cost of ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$114,400.00), or eighty percent (80%), and TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$28,600.00), or twenty percent (20%), of the total estimated engineering cost of ONE HUNDRED FORTY-THREE THOUSAND DOLLARS AND NO CENTS (\$143,000.00).

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 the Local Agency Preliminary Engineering Services Agreement for Federal Participation Addendum #1 to provide funding for the engineering design for the construction of a roundabout and

modification of the approach and departure legs of the intersection of Market Place and Commerce Drive whereas Federal Participation is estimated at ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$114,400.00) and the City of Fairview Heights' participation is estimated at TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$28,600.00) resulting in a total estimated engineering cost of ONE HUNDRED FORTY-THREE THOUSAND DOLLARS AND NO CENTS (\$143,000.00) per the Agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

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

ATTEST:

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

"EXHIBIT A"



100 Lanter Court, Suite 1 Collinsville, IL 62234 tel 618.345.2200	720 Olive, Suite 700 St. Louis, MO 63101 tel 314.588.3381	20 East Main Street Belleville, IL 62220 tel 618.416.4688	330 North Main, Suite 201 St. Charles, MO 63301 tel 636.493.6277
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www.oatesassociates.com



September 7, 2016

Mr. John Harty  
Public Works Director  
City of Fairview Heights  
10025 Bunkum Road  
Fairview Heights, IL 62208

Re: Lincoln Trail Streetscape Project – Phase 2  
Market Place/Commerce Drive Roundabout  
Engineering Services Agreement

Dear Mr. Harty:

We propose to render professional engineering services in connection with implementing roadway improvements at Market Place and Commerce Drive with a proposed roundabout in Fairview Heights, IL (hereinafter called the "Project"). This project is Phase 2 in a multi-phase streetscape project developed by the City for the Market Place commercial development.

Our Basic Services will consist of surveying, preparing a project development report, preparing construction documents, purchasing appraisals for the subject parcels, negotiating right of way acquisition from the parcel owners following Illinois Department of Transportation policy, and preparing legal descriptions and parcel plats for county records, all as set forth in the attached Estimate of Person Hours. Basic Services will be billed on the basis of our cost plus fixed fee as set forth in the Agreement and are estimated at \$143,000.

Since CMAQ funds are being used to fund 80% of the engineering services on the project, a "Preliminary Engineering Services Agreement for Federal Participation" is enclosed for Illinois Department of Transportation processing.

If the enclosed Agreement satisfactorily sets forth your understanding of our proposal, please sign all four copies in the spaces provided and return to us for processing with the Illinois Department of Transportation. This proposal will be open for acceptance until October 31, 2016 unless changed by us in writing.

Sincerely,

**OATES ASSOCIATES, INC.**

Brian S. Heil, PE  
Project Manager

Jeff Rensing, PE, SE  
Project Principal

Enclosure

Local Agency City of Fairview Heights, IL	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation Addendum #1</b>	<b>C O N S U L T A N T</b>	Consultant Oates Associates, Inc.
County St. Clair				Address 100 Lanter Court, Suite 1
Section				City Collinsville
Project No.				State IL
Job No.				Zip Code 62234
Contact Name/Phone/E-mail Address John Harty (618) 489-2020 harty@cofh.org	Contact Name/Phone/E-mail Address Brian Heil (618) 345-2200 x114 brian.heil@oatesassociates.com			

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

### Project Description

Name Market Place/Commerce Drive Roundabout Route \_\_\_\_\_ Length 0.10 mi Structure No. \_\_\_\_\_

Termini 200' feet down each leg of the Market Place and Commerce Drive intersection

Description Improvement will generally consist of constructing a roundabout and modifying the approach and departure legs of the intersection to service a roundabout geometry. Improvement will also consist of reconstructing storm sewer and curb and gutter to meet the revised roadway geometry.

### Agreement Provisions

#### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 360 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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

## II. THE LA AGREES,

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

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

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

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

## III. IT IS MUTALLY AGREED,

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

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

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

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

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



**Exhibit A - Preliminary Engineering**

Route: \_\_\_\_\_  
 Local Agency: \_\_\_\_\_  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

\*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 0.00 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Method of Compensation:

Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate   
 Lump Sum

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

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED									
<b>Totals</b>		0.00							



FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ  
 SECTION: X  
 AGENCY: Fairview Heights  
 JOB NO.: 15189  
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
<b>1.0 FIELD SURVEYS</b>	<b>6</b>		<b>4</b>		<b>34</b>	<b>32</b>	<b>32</b>	<b>108</b>	
1.1 horizontal & vertical control	3				6	8	8	25	NAD 83 (2011) & NAVD 88, GPS derived
research control location / coordinates, elevations, closure route									
set control point monuments in field / 3-point ties									
set control point coordinates & elevations / GPS	1				2	4	4	11	
traverse between control points in field									
elevation loop between benchmarks in field						4	4	8	
office calculations / coordinates, elevations, closure	2				4			6	
1.2 topography	3				4	24	24	55	200' in each leg of intersection
locate existing utilities					2	4	4	10	contact JULIE, measure structure depths
topo / profile / cross sections (surface features)	2					16	16	34	2 man crew
project photos									
supplemental field surveys	1				2	4	4	11	drainage surveys, sign surveys...
1.3 hydraulic survey									
1.4 process survey data for CADD			4		24			28	CADD platform (MicroStation)
draw existing topo			2		12			14	includes data collector processing
create & process TIN surface					4			4	
field review and edit topo & TIN			2		8			10	
1.5 staking									
<b>2.0 INTERSECTION DESIGN STUDY</b>		<b>24</b>	<b>16</b>		<b>128</b>			<b>168</b>	<b>modern roundabout</b>
2.1 data collection		12	8		28			48	
determine design vehicle / road classifications					4			4	
traffic counts									already conducted during CMAQ application
signal warrants (tabulate and summarize)									includes vehicle & pedestrian warrants
schematic intersection layout		4	8		8			20	refine CMAQ application
coordination with IDOT (growth rate, ADT, layout)		8			16			24	verify design & review requirements
traffic study (attracted traffic, traffic patterns)									
ground level photographs									
2.2 analysis		12			44			58	
capacity analysis (HCS / Sunchro) AM & PM		8			32			40	
storage lengths - AM & PM									
turning movements (AutoTurn)		2			8			10	
justification / request approval for design exceptions		2			4			6	
2.3 IDS submittals			8		56			64	
title block & location map					2			2	
elements controlling design & general notes					4			4	
capacity design study table			2		8			10	
traffic data table & turning movement diagrams			2		8			10	
signal phasing diagram			1		4			5	
intersection layout and pavement markings			1		4			5	
horizontal & vertical alignment									not required if existing/proposed profile is <1%
plot, print & submit draft IDS for LA & IDOT review					6			6	

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ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
respond to review comments			2		16			18	
plot, print & submit final IDS for IDOT approval					4			4	
<b>3.0 PROJECT DEVELOPMENT REPORT</b>		<b>8</b>	<b>36</b>		<b>115</b>			<b>169</b>	
<b>3.1 preliminary forms &amp; submittals</b>			6		12			18	
review funding application									
initial coordination meeting data form			4					4	
environmental survey request			2		8			10	biological & cultural surveys only
environmental survey request - special waste					4			4	required for work on State ROW
<b>3.2 meetings</b>		6	6		18			30	
bi-monthly coordination meetings		4	4		4			12	2 meetings
public informational meeting		2	2		2			6	1 public meeting
public hearing									
attendance sheets, sign-off sheets, fact sheet					8			8	for informational meeting / public hearing
meeting minutes & memoranda					4			4	
<b>3.3 report</b>					5			5	
cover sheet					2			2	
table of contents					1			1	
summary of attachments					2			2	
<b>3.4 analysis &amp; text</b>		2	6		26			34	
location & existing conditions					2			2	traffic, structures, RR, contiguous sections
proposed improvement			2		4			6	cost, ADA, adjacent sections
crash analysis					2			2	summary, data, countermeasures
right of way					2			2	impacts, displacements
prime farmland									IDOA, NRCS
floodplain encroachment									
Phase I & II NPDES storm water permit requirements									n/a
"404" permit									
special waste					2			2	PESA, REC's, PSI (see subconsultant scope)
environmental survey					2			2	endangered species, wildlife impacts
Section 4(f) lands									
air quality									TIP conformance, hot-spot analysis, COSIM
noise					1			1	
work zone transportation management plans		2	4		6			12	state or significant routes
complete streets					2			2	
maintenance of traffic									
public involvement					1			1	summarize process, any opposition?
coordination LA-IDOT-FHWA					2			2	
other coordination									
summary of commitments									
<b>3.5 attachments &amp; exhibits</b>			6		26			32	prepare exhibits to include with PDR
location / vicinity map & functional classification map			2		4			6	
existing & proposed typical sections			2		4			6	see ROADWAY PLANS - typical sections
structure master report									

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ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
bridge condition report (BCR) & approval cover letter									see BRIDGE CONDITION REPORT
preliminary bridge design & hydraulic report approval letter									see HYDRAULIC REPORTS - permits
railroad crossing drawing									
plan & profile sheets			2		4			6	see ROADWAY PRELIMINARY PLANS
intersection design studies (IDS)					1			1	see INTERSECTION DESIGN STUDY
spot map and/or collision diagrams					4			4	
SCS and IDOA coordination									
"404" permit correspondence									see HYDRAULIC REPORTS - permits
environmental clearances & correspondence					2			2	biological, cultural & special waste sign-offs
property owner signoffs and/or correspondence									re: public comments
public meeting notifications					1			1	newspaper ad & property owner letter
bi-monthly coordination meeting minutes					1			1	see - meetings (above)
design variance request					1			1	see ROADWAY PLANS - design criteria
detour or alternate route map					4			4	
other coordination									
<b>3.6</b> submittals			12		28			<b>40</b>	
print & submit draft PDR for IDOT / FHWA review			4		8			12	
respond to review comments			8		16			24	2 days to pick up comments
plot, print & submit final PDR for IDOT / FHWA approval					4			4	
<b>4.0 UTILITY &amp; RAILROAD COORDINATION</b>			2		20			<b>22</b>	
<b>4.1</b> utilities			2		20			<b>22</b>	
request type, size & location of existing facilities			1		8			9	send topo drawing to utilities
verify type, size & location of existing facilities					4			4	send preliminary plans to utilities
confirm conflicts & verify adjustment / relocation work									send pre-final plans & schedule to utilities
coordination meetings with utilities									
review utility adjustment / relocation plans from utilities			1		8			9	
utility agreements									
<b>4.2</b> railroads									
<b>5.0 HYDRAULIC REPORT</b>									
<b>6.0 BRIDGE CONDITION REPORT</b>									
<b>7.0 GEOTECHNICAL REPORT</b>									Coordination & review only. Report by Subconsultant.
<b>8.0 TYPE SIZE &amp; LOCATION PLANS</b>									
<b>9.0 STRUCTURE PLANS</b>									
<b>10.0 DRAINAGE</b>			6		32			<b>38</b>	
<b>10.1</b> storm sewer design			6		32			<b>38</b>	
storm sewer schematic layout			2		8			10	
drainage area computations			2		8			10	
inlet computations / type, size and layout					4			4	
storm sewer computations / type and size			2		8			10	

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ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
final storm sewer layout				4				4	
10.2 culvert design									n/a
10.3 ditch design									n/a
<b>11.0 PRELIMINARY PLANS - ROAD</b>		<b>6</b>	<b>22</b>	<b>111</b>				<b>139</b>	
11.1 data collection/ criteria			2	12				14	
develop design criteria				4				4	Use design criteria from Market Place/Plaza Drive project
develop existing & proposed typical sections pavement cores			2	8				10	Use typicals from Market Place/Plaza Drive project
11.2 horizontal alignment				14				14	
set centerline location				4				4	
lay out pavement/ shoulders/ medians				8				8	
review right-of-way requirements									
review utility conflicts				2				2	
11.3 vertical alignment		4	4	12				20	
set centerline profile		4	4	12				20	
review storm sewers/ culverts/ ditches									
review utility conflicts									
develop preliminary earthwork									
11.4 preliminary design development		2	10	44				56	
pavement analysis & design			2	8				10	pavement design report
intersection / interchange geometrics design			2	8				10	
develop construction staging		2	4	16				22	keep road open during construction, use N. Seven Hills/Old Vincennes as basis
guardrail/ barriers requirements									n/a
signage/ pavement markings									see 12.0
utility relocation requirements									
layout entrances			2	8				10	
s/w ramp layouts				4				4	
11.5 preliminary plan development				5				5	
plan- alignment/ stationing/ curve data									
pavement/ shoulders/ medians/ curbs/ sidewalks									
intersections/ interchanges labeling									
intersection site distance									
entrances/ access roads labeling									
guardrail/ barriers									n/a
bridge approach pavement									n/a
construction limits				2				2	
right-of-way/ owners				2				2	
benchmarks/ control points				1				1	
profile- grades/ elevations/ curve data									
storm sewers/ culverts/ ditches labeling									
retaining walls									

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ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
parking									
structural plan coordination									
11.6 preliminary cross-sections/ earthwork			2	16				18	
cut existing sections/ develop existing cross-section elevations			2	12				14	
proposed roadway templates									
end areas/ earthwork estimate									see 12.2
plot & label ROW				4				4	
11.7 submittals			4	8				12	
preliminary alignment									
preliminary plan			4	8				12	
pre-final plan (field check)									
cost estimate									see 12.11
<b>12.0 FINAL PLANS - ROAD</b>		6	73	220				299	
12.1 cover sheet			4	16				20	
location map/ project limits				4				4	
index of sheets									
standard drawings index			2	4				6	
general notes			2	8				10	
12.2 quantities			12	32				44	
pay items & code numbers			1	2				3	
pavement schedule & quantities			2	4				6	
entrances schedule & quantities			1	2				3	
storm sewer schedule & quantities			1	2				3	
pavement markings schedule & quantities			2	6				8	
removals schedule & quantities			1	2				3	
earthwork schedule & quantities			2	6				8	
other schedules & quantities			1	4				5	
summary of quantity schedule			1	4				5	
12.3 typical sections				6				6	
existing/ proposed typical sections - label pay-items/ thicknesses				4				4	
structural pavement design table				2				2	
12.4 construction detail sheets			6	20				26	
side streets & entrances			2	6				8	
pavement details				2				2	
s/w ramp details/ sheets			4	12				16	ADA standards
drainage structures									
retaining walls									
guardrail/ barriers									n/a
survey tie points									
12.5 intersection/ interchange sheets		2	6	16				24	
intersection/ interchange geometrics/elevations - checking/labeling		2	6	16				24	

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ  
 SECTION: X  
 AGENCY: Fairview Heights  
 JOB NO.: 15189  
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
pavement joint layouts									
ramp profiles/ superelevation tables									
ramp terminal details									
intersection/ interchange cross-section layout									
<b>12.6 maintenance of traffic</b>		4	16	36				<b>58</b>	
develop construction staging		4	8	16				28	
staging notes			4					4	
staging details				8				8	
detour plans				4				4	
traffic control plans			4	8				12	
<b>12.7 traffic signal plans</b>									n/a
<b>12.8 specialty plan sheets</b>			5	8				<b>13</b>	
pavement markings									
signing plans			4	6				10	
lighting plans									
erosion control			1	2				3	
landscape plans									
<b>12.9 road plan/profile sheets</b>			4	18				<b>22</b>	
plan- alignment/ stationing/ curve data			2	8				10	add notes to sheets (4 sheets)
pavement/ shoulders/ medians									
intersections/ interchanges									
entrances/ access roads				2				2	
guardrail/ barriers									n/a
storm sewers/ culverts/ ditches			2	8				10	profile labeling
construction limits									see 11.5
cross-references									
<b>12.10 cross sections</b>			2	18				<b>20</b>	
hand edits			2	8				10	
proposed ditches/ culverts/ storm sewer				4				4	
proposed ROW limits				2				2	
earthwork end areas				4				4	
matchlines/ cross-references									
<b>12.11 contract documents</b>			10	32				<b>42</b>	
check sheets			2	6				8	
supplemental specifications				2				2	
interim special provisions (ISP)									
special provisions			4	16				20	
estimate of time			2	4				6	
estimate of cost			2	4					
<b>12.12 bidding documents (local letting only)</b>									IDOT letting
<b>12.13 final PS&amp;E submittal</b>			8	18				<b>26</b>	
plot and assemble final plans			4	8				12	

FIRM: OATES ASSOCIATES, INC.  
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**ESTIMATE OF PERSON HOURS**

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
copy and review final CADD files									n/a
copy and assemble computations									n/a
copy and assemble contract documents			4	8				12	
final submittal and close-out									
obtaining signatures				2				2	
<b>13.0 RIGHT OF WAY</b>	<b>72</b>		<b>2</b>		<b>44</b>			<b>118</b>	<b>prepare documents and negotiate acquisitions</b>
13.1 survey									completed during CMAQ application
13.2 documents	16		2		40			68	
set proposed ROW									Included in Final Plans
calculate bearings / distances, stations / offsets	2				4			6	
calculate lot closures and areas	2				4			6	
prepare legal descriptions	4				8			12	4 parcels
prepare ROW conveyance documents									by City attorney
prepare ROW plans			2		8			10	
prepare statutory plats									
prepare parcel plats	8				16			24	4 parcels
prepare monument records									
13.3 submittals									By City
13.4 negotiations / acquisitions	56				4			60	comply w/ federal "Uniform Act" requirements
review appraisals	4							4	valuations by Subconsultant
documentation	16							16	ROW summary spreadsheet, offer letters, PTAX forms, negotiator reports, parcel compliance checklists
meetings	32							32	4 owners, 2 meetings each, 4hrs each mtg
record documents					4			4	file conveyance documents with Co. Recorder
IDOT certification	4							4	project compliance checklist, meet @ IDOT
<b>14.0 CONSTRUCTION PHASE SERVICES</b>									<b>May be negotiated later.</b>
<b>15.0 ADMINISTRATION / MANAGEMENT</b>			<b>20</b>					<b>20</b>	
scope of work reviews			20					20	
scheduling			4					4	
budget control			4					4	
manpower planning			6					6	
project team meetings (including start-up meeting)									
contract administration									
billings			6					6	12 invoices
<b>16.0 QA/QC</b>									<b>Included in each subtask</b>



**PAYROLL ESCALATION TABLE**

(FIXED RAISES)

FIRM: OATES ASSOCIATES, INC.  
 PRIME/SUPPLEMENT: PRIME  
 PTB NO.: X

CONTRACT TERM:	<u>14</u> MONTHS	OVERHEAD RATE:	<u>160.85%</u>
START DATE:	<u>3/1/2017</u>	COMPLEXITY FACTOR:	<u>0.000</u>
NEXT RAISE DATE:	<u>7/1/2017</u>	% OF RAISE:	<u>3.00%</u>
COMPLETION DATE:	<u>4/30/2018</u>		

**ESCALATION PER YEAR**

3/1/2017 - 7/1/2017	7/1/2017 - 4/30/2018	-	-	-
4 14	10 14	0.00%	0.00%	0.00%
28.57%	71.43%	0.00%	0.00%	0.00%

102.1429%

**The total escalation for this project would be:**

**2.14%**



PAYROLL RATES

FIRM: OATES ASSOCIATES, INC.  
PRIME/SUPPLEMENT: PRIME  
PTB NO.: X

ESCALATION FACTOR: 2.14%

NOTE: CURRENT RATES ARE AS OF JULY 1, 2015

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL	\$72.11	\$70.00
SR. PROFESSIONAL II	\$62.51	\$63.84
SR. PROFESSIONAL I	\$56.49	\$57.70
PROFESSIONAL IV	\$50.56	\$51.64
PROFESSIONAL III	\$46.88	\$47.88
PROFESSIONAL II	\$39.52	\$40.36
PROFESSIONAL I	\$30.53	\$31.18
JUNIOR PROFESSIONAL	\$28.61	\$29.22
TECHNICIAN III	\$42.79	\$43.71
TECHNICIAN II	\$35.53	\$36.29
TECHNICIAN I	\$28.37	\$28.98
TECHNICIAN INTERN	\$16.00	\$16.34



**SUMMARY OF DIRECT COSTS**

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ  
 SECTION: X  
 AGENCY: Fairview Heights  
 JOB NO.: 15189  
 PTB NO.: X

DIRECT COSTS - RIGHT OF WAY (ALREADY SET DURING PHASE 1)	NO. OF COPIES	UNITS PER COPY	COST PER UNIT	TOTAL
X (8 1/2 x 11 - b/w)			\$ 0.05	\$ -
X (8 1/2 x 11 - color)			\$ 0.50	\$ -
X (11 x 17 - b/w)			\$ 0.12	\$ -
X (11 x 17 - color)			\$ 1.00	\$ -
X (full size)			\$ 0.55	\$ -
				\$ -
<b>TOTAL:</b>				<b>\$ -</b>

SERVICES BY OTHERS - APPRAISALS	NO. OF UNITS	COST PER UNIT	TOTAL
DJ Howard & Associates - appraisals (4 PARCELS)	1	\$ 10,800.00	\$ 10,800.00
			\$ -
			\$ -
			\$ -
<b>TOTAL:</b>			<b>\$ 10,800.00</b>



**PROJECT SCHEDULE**

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ  
 SECTION: X  
 AGENCY: Fairview Heights  
 JOB NO.: 15189  
 PTB NO.: X

TASK	MONTHS	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019
		FIELD SURVEYS	1																										
INTERSECTION DESIGN STUDY	1																												
PROJECT DEVELOPMENT REPORT	1																												
UTILITY & RAILROAD COORDINATION	0																												
DRAINAGE	0																												
PRELIMINARY PLANS - ROAD	1																												
FINAL PLANS - ROAD	2																												
RIGHT OF WAY	1																												
ADMINISTRATION / MANAGEMENT	0																												
QA/QC	0																												

ANTICIPATED AUTHORIZATION: *March 1, 2017*  
 INTERSECTION DESIGN STUDY SUBMITTAL: *May 1, 2017*  
 PROJECT DEVELOPMENT REPORT SUBMITTAL: *July 1, 2017*  
 PRELIMINARY PLAN SUBMITAL TO DISTRICT: *December 1, 2017*  
 FINAL PLAN SUBMITAL TO DISTRICT: *February 1, 2018*  
 LETTING: *May 1, 2018*



**COST ESTIMATE OF CONSULTANT SERVICES**

(COST PLUS FIXED FEE - LOCAL AGENCY)

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ  
 SECTION: X  
 AGENCY: Fairview Heights  
 JOB NO.: 15189  
 PTB NO.: X

OVERHEAD RATE: 160.85%

COMPLEXITY FACTOR: 0.000

ITEM	PERSON HOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	OUTSIDE DIRECT COSTS (F)	SERVICES BY OTHERS (G)	TOTAL B+C+D+E+F+G	% OF GRAND TOTAL
1.0 FIELD SURVEYS	108	\$3,738.96	\$6,014.12		\$1,414.20			\$11,167.28	7.81%
2.0 INTERSECTION DESIGN STUDY	168	\$6,202.56	\$9,976.82		\$2,346.01			\$18,525.39	12.96%
3.0 PROJECT DEVELOPMENT REPORT	159	\$5,905.26	\$9,498.61		\$2,233.56			\$17,637.43	12.34%
4.0 UTILITY & RAILROAD COORDINATION	22	\$726.88	\$1,169.19		\$274.93			\$2,171.00	1.52%
10.0 DRAINAGE	38	\$1,601.32	\$2,575.72		\$605.67			\$4,782.71	3.35%
11.0 PRELIMINARY PLANS - ROAD	139	\$5,961.71	\$9,589.41		\$2,254.91			\$17,806.03	12.46%
12.0 FINAL PLANS - ROAD	299	\$12,997.53	\$20,906.53		\$4,916.09			\$38,820.15	27.16%
13.0 RIGHT OF WAY	118	\$6,072.28	\$9,767.26		\$2,296.73		\$10,800.00	\$28,936.27	20.24%
15.0 ADMINISTRATION / MANAGEMENT	20	\$1,032.80	\$1,661.26		\$390.64			\$3,084.70	2.16%
<b>TOTALS:</b>	<b>1,071</b>	<b>\$44,239.30</b>	<b>\$71,158.92</b>	<b>\$0.00</b>	<b>\$16,732.74</b>	<b>\$0.00</b>	<b>\$10,800.00</b>	<b>\$142,930.96</b>	<b>100%</b>

**PROPOSED RESOLUTION NO. 93-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MORROW BROTHERS FORD, INC. FOR THE PURCHASE OF TWO (2) 2017 FORD POLICE UTILITY INTERCEPTOR AWD VEHICLES FOR USE BY THE POLICE DEPARTMENT.**

WHEREAS, the City of Fairview Heights is in need of two (2) 2017 Ford Police Utility Interceptor AWD vehicles for use by the Police Department;

WHEREAS, Morrow Brothers Ford, Inc. R.R. #2, P.O. Box 120, Greenfield, IL 62044 has submitted the best bid through the State of Illinois Joint Purchasing Plan for the purchase of Two (2) 2017 Ford Police Utility Interceptor AWD vehicles in the amount of TWENTY EIGHT THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS (\$28,379.00) per vehicle for a total not to exceed FIFTY SIX THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS (\$56,758.00);

WHEREAS, Police Department Escrow Fund monies will be used for the purchase of two (2) 2017 Ford Police Utility Interceptor vehicles.

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

That the Mayor be and is hereby authorized to enter into a purchase agreement with Morrow Brothers Ford, Inc., R.R. #2 Box 120, Greenfield, IL 62044 for the purchase of (2) 2017 Ford Police Utility Interceptor AWD vehicles in the amount of amount of TWENTY EIGHT THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS (\$28,379.00) per vehicle for a total not to exceed FIFTY SIX THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS (\$56,758.00) pursuant to the quote 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"**

<b>Morrow Brothers Ford, Inc.</b>	
Standard Equipment Package	27,490.00
Sync Basic (cellular Phone Package)	285.00
Rear Door Handles/Locks-Inoperable	35.00
Cloth rear Seat in lieu of vinyl	60.00
Keyed Alike 1435X-no key fob option	50.00
Reverse Sensing	290.00
License, Title & Fees	169.00
<b>TOTAL</b>	<b>\$28,379.00</b>
<b>Grand Total (2 vehicles)</b>	<b>\$56,758.00</b>