1. Agenda

   Documents:  FINANCE COMMITTEE REGULAR MEETING AGENDA FEBRUARY 10, 2015 (PDF).PDF

2. January Bill List

   Documents:  JANUARY BILL LIST (PDF).PDF
CALL TO ORDER

1. APPROVAL OF THE MINUTES
   • 01/ 13 / 2015
   • 02/ 03 / 2015

2. PUBLIC COMMENTS

3. BILL LIST REVIEW

4. FINANCE DIRECTOR REPORT

5. DEMOLITION CONTRACT
   • Catherine Apartments

6. LETTER OF INTENT
   • Meineke Muffler

7. COST SHARING AGREEMENT
   • Business / Industrial Park Design - Fairview Heights & Seven Arrowhead Properties, LLC

ADJOURN
Memo

To: Elected Officials
From: Scott Borror - Director of Finance
CC: City Administrator, Directors
Date: February 6th, 2015
Re: Finance Committee Agenda Overview

BILL LIST
Non-reoccurring items of note this month include:

- Workers Compensation and Liability Insurance payments to ICRMT are on page 1 in account 001-100-5-330-00.
- Principle and Interest payments for both the Food & Beverage Tax Bond and Hotel/Motel Tax Bond can be found on page 10.
- There are a number of capital expenditure payments on page 10 and 11. Project payments include Richmond Drive, Greenridge Heights and Moody Park Pavilions.
- The only TIF payment for the month is on page 12, and relates to the PDS contract on the Lincoln Trail Streetscape project.

FINANCE DIRECTOR REPORT
- The proposed budget is nearing completion. My goal is to distribute it on Friday, February 13th.

DEMOLITION CONTRACT – Catherine Apartments
As City Administrator Snider reported at the 02-03-15 City Council meeting, the Mayor executed an agreement with Advanced Environmental Services, Inc. for demolition of the site. Per City Attorney Hoerner, the City should review the documents through committee and retroactively authorize the execution of them. Attached for your review is the contract itself, as well as Jim’s City Council report from that night. A motion is requested to forward the contract to City Council.
LETTER OF INTENT – MEINEKE MUFFLER
Please find attached an email from Director Malloy which summarizes the proposal, as well as the Letter of Intent (LOI) itself. This proposal is a Business Assistance Program (BAP) item, supported by the Lincoln Trail TIF revenues. The recommended assistance is $74,838.75. The Economic Development Commission approved the agreement in January.

COST SHARING AGREEMENT
Attached for your consideration is a cost sharing agreement between the City and Arrowhead Building Supply in order to hire TWM to provide professional services in the design of a Business/Industrial Park. The agreement calls for a 50% contribution from the City ($28,500). This is a budgeted expense. A motion is requested to forward the agreement to City Council.

As always, please give me a call if you have any questions.

Thanks,
Scott
MEMORANDUM
City of Fairview Heights – 10025 Bunkum Road, Fairview Heights, IL 62208

Office of the City Administrator

To: Mayor & Council
From: Jim Snider
Date: February 3, 2015
Re: Council Meeting Report – February 3, 2015

Fresh Thyme Farmers Market – Grand Opening:

Presentation of Impact Strategies Video:

Catherine Apartment Building Demolition:

As you know, a few days after the Catherine Apartments building demolition began, the IEPA received a complaint call raising concerns whether the demolition was being done in proper consideration of possible asbestos in the building material. After the IEPA conducted an inspection of the site, and spoke with Land Use Director Tim Tolliver, they had reason to believe that the City needed to take further steps before completing demolition. The City took immediate steps to secure the site with fencing and “no trespassing” signage.

Although representatives of the IEPA had advised us before the demolition began that no permitting was necessary to complete the demolition, they have now advised us that an asbestos inspection has to occur.

We have retained an environmental engineering firm to conduct sampling at the demolition site. They have since discovered that there is asbestos containing material within the building and have been working on an action plan for removal and disposal for IEPA approval.

That plan was received late last week and we have submitted it to the following firms for a remediation quote. The quotes are the ones we have received in response to the RFQ document last week:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spiritas</td>
<td>$79,540</td>
</tr>
<tr>
<td>Advance Service Group</td>
<td>$77,710</td>
</tr>
<tr>
<td>Midwest Service Group</td>
<td>$89,500</td>
</tr>
</tbody>
</table>

Kevin Hoerner has advised me that the Mayor can authorize the contract to the lowest quoted per 65 ILCS 5/11-31-1 since this is a public safety issue. However, we would have to have Council approval by a 2/3 vote for non-bid work; but that would not occur until the next Council meeting on February 17th.
The Mayor is in agreement with me that the concern for public safety is our top priority and that I should contact each of you by phone to gain a consensus to move forward with the demolition process today. Once the contract is signed, it will take the contractor 5 business days to obtain the permit. Demolition will begin immediately thereafter and should be completed within 10 days.

The current demolition contractor, S&S Construction, has left the site and it is possible they will be submitting us a bill for work they have done. We will also have to address that issue in an upcoming meeting.

I will be contacting each of you individually to determine if there is a consensus to move forward right away with Advanced Environmental Services, Inc. (Attached)

If I do not receive a 2/3 consensus, we will have to have a committee meeting to instruct staff to go out for sealed bids. It will then take 4 – 6 weeks to return the bids for review and subsequently approval by Council. I look forward in discussing the matter with you further.

**Active Building Permits and New Businesses Report as of February 2, 2015:**

Tom Green has provided me the following report on building permits and related activities:

**NEW COMMERCIAL PROPERTIES UNDER CONSTRUCTION**

1. North Town Builders - Frank Scott Parkway Excavation
   Tree Preservation – Dave Threlkeld @530-3802
2. Sprint Tower – 1658 North 89th – Tower Addition
   Pete Akers @785-550-0420
3. Winchester apartments – 100 Winchester – Decks & Ramps
   Donald Callahan 2314-267-4450
4. Petco – 6595 North Illinois – Façade Renovation and demolition
   Tom George @216-520-1551
5. Fairview City Centre – US 50 & North Illinois – New Construction
   Chris Leigdon @216-520-1551
6. FVFD – 1406 Second Ave – New Construction
   Jim Stuckenber @281-9710
   Alan Prass @277-4659
8. Tree Preservation – North Illinois – Johnson Properties
   Terry Johnson @632-1212
9. TBD SUBJECT TO ZONING APPROVAL – 10238 Linc Trail – Demo & Elec.
   Norm McMillan @774-2336
10. Global Signal Acquisitions – 296 Monticello Place – Cell Tower additions
    Brett Pander @724-416-2738
11. TBD – SUBJECT TO ZONING APPROVAL – 10230 Lincoln Trail Suite A –
    White Box – Steve Nuemeyer @234-9648
12. TGI Fridays – 6900 North Illinois – New Construction
    S&P Architects @314-781-2748

2
Chris Leligdon @216-520-1551 – Issued 30 day TOP
   Steven Eisenbeiss @ 314-427-4099.
15. Taquerias Olvera – 341 Market Place – Restaurant/Mercantile – Tenant Finish
   Manuel Olvera @593-7211
   Rodney Limpiphaphatn @314-477-7485
   Amir Carpentry @314-398-7022
   John Peel @901-759-60
   Craig Nelson @620-276-3244
   Dr. Omar Almousalli @623-8818
   Yogini Bhatia @222-8998
22. Schnucks – 625 Lincoln Hwy – Interior Renovations
   Brad Harris @636-614-5770
23. PNC Bank – 4605 North Illinois – Interior Remodel
   Huai Yang @314-853-8008

NEW UPCOMING COMMERCIAL PROJECTS AND UNDER REVIEW

1. Quick Stop – 5329 North Illinois
   Hans Cole, Architect @623-8463
2. Icing – St Clair sq - #249 – Tenant Finish
   Amy Shymanski @608-319-2096
3. Verizon Wireless – 100 Ludwig Dr – New Antennas
   Michael Aubenmire @317-532-1374
4. St Clair Sq- Parking lot – Renovations.
   Kevin Kamp @314-656-4566
5. St Clair Sq – Parking Lot – Improvements (separate permit)
   Kevin Kamp @314-656-4566
6. Kids Foot Locker – St Clair Sq Space #293 – Renovations
   Tim Schenk @952-854-2854
   Craig Nelson @620-276-3244
10. Phoenix Recycling & Shredding - 9510 St Clair Ave – Alterations
    Bruce Edwards – 314-956-8830
    Frank Evans/CASCO @314-821-1100
12. Cinnabon – St Clair Sq Suite #284 – Food Court
    Emily Ann Believe @314-450-5365
    Lisa Donmeyer @815-369-9155 Ext 110
Bill Reichert @236-2000
     Shanon Meier @608-272-8788
     Ursula Dees @918-481-9000 Ext 111
17. Midwest Clearance Center – 10850 Lincoln Trail – INTERIOR DEMO
     Joe Tubbs @636-262-3624
     Gary Barson @407-469-5599

NEW BUSINESSES – Commercial Inspections & Change of Occupancy last 30 days

1. Boutique – 10227 Lincoln Trail Suites 8 & 9 – Retail
    Adam Werle @530-632-8934
2. George Lanxon Piling Sales – 702 Lincoln Hwy – Relocation
    George Lanxon @632-2854
3. Teat Chapel Funeral Home – 10419 Lincoln Trail – Business
    Kourtney Teat @531-4070
4. K&D Countertops – 305 Market Place – Retail Showroom
    John Daiber @580-7368

Please advise if you have any questions.
AGREEMENT FOR DEMOLITION OF CATHERINE APARTMENTS
AT 10408 LINCOLN TRAIL

THIS AGREEMENT is dated as of the 3rd day of February, in the year 2015 by and between The City of Fairview Heights (hereinafter called OWNER) and Advanced Environmental Services, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Submittals

I. Prior to start of Work:
   a. Copy of Contractor’s asbestos license issued by the IDPH.
   b. Copy of IEPA asbestos project notification.
   c. Copies of supervisor (and worker if applicable) asbestos license and training certificate(s).
   d. Copy of medical records for any asbestos supervisors/workers who will be on site.
   e. Copy of Contractor’s medical surveillance program.
   f. Copy of Contractor’s site safety plan.
   g. Documentation that all of the Contractor’s employees who enter the work area have passed respirator fit tests and have been assigned respirators which fit.
   h. Copy of Contractor’s agreement for asbestos disposal facility being utilized for the project including the name and location of the site signed by the facility owner or operator.
   i. Work plan detailing, by area, start and completion dates, work activity, employee resources, work hours, techniques/equipment to be utilized, etc.
   j. Copy of Contractor’s agreement with the Southwestern Illinois Building Trades Council
   k. Certificate of Insurance in conformance with City of Fairview Heights required insurance coverage

II. After completion of Work and before final payment request to City:
   a. Copies of manifests for asbestos disposal.
   b. Copies of OSHA personal air sampling results.
   c. Copies of daily logs or shift reports which detail manpower and resources used.

2. Scope of Work

A. File IEPA asbestos wet-demolition project notification;

B. Obtain City of Fairview Heights (City) Demolition Permit (no fee required);
C. Contact all utilities for disconnection of all utility services on property and properly cap services within the regulations and requirements of utility owners prior to demolition;

D. Provide at least one Illinois-licensed asbestos supervisor, and submit documentation to City of current training and license.

E. Erect and maintain temporary fencing and barricades with appropriate asbestos warning signs posted;

F. Install and maintain a portable personnel decontamination area;

G. Demolition of all structures including at grade floor slabs and basement or substructure to two (2) feet below final grade of property;

H. Below grade floor slabs shall be broken up to into pieces 100 square feet for drainage and may remain in place;

I. Contractor shall keep visible emissions to a minimum and continuously use water to keep demolition debris and structure adequately wet;

J. Comply with applicable Federal, State, and Local worker and respiratory protection laws and regulations;

K. Removal of all debris from structures and all debris on property not associated with the structural demolition in poly-lined trucks or roll-off containers. Vehicles used for transportation of asbestos shall be DOT compliant;

L. Disposal of all debris from property in an IEPA-approved landfill licensed to accept regulated (asbestos containing) demolition waste;

M. Furnish and install necessary backfilling, topsoil (6 inches) and seeding on all disturbed areas;

3. **Contract Tim**

Time is of essence for this project.

4. **Contract Price**

The CONTRACTOR agrees to perform all the WORK described for the sum of $ 77,710.

5. **Payment Procedures**
CONTRACTOR shall submit one (1) pay request after WORK is completed along with a Certified Payroll for the project.

This Agreement will be effective on February 3, 2015.

OWNER  City of Fairview Heights

BY  

CONTRACTOR

BY  

ATTEST  

[CORPORATE SEAL]

Address for giving notices:

10025 Bunkum Road
Fairview Heights, IL 62208

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of AGREEMENT.)

Address for giving notices:

3100 Gravois Ave.
ST. LOUIS, MO 63118
314-865-2602

Agent for service of process:

______________________________

(If CONTRACTOR is a corporation, attach evidence of authority to sign)
# Certificate of Liability Insurance

**Producer:** Assurance Brokers Ltd.
99 North Research Dr Ste 100
Edwardsville, IL 62025

**Phone:** 618-692-9800
**Fax:** 618-692-9866

**Insured:** Advanced Environmental Services, Inc.
H & A Restoration
3100 Gravois
St Louis, MO 63118

**Insurers Affording Coverage:**
- Neautilus Insurance Company
  - Policy #: 172370
- Great Divide Insurance Company
  - Policy #: 25224
- Columbia Mutual Insurance
  - Policy #: 40371
- Hartford Fire Insurance Co.
  - Policy #: 10662

**Certificate Number:**

**Revision Number:**

**Coverages:**

- **General Liability**
  - Policy #: ECPO200202-17
  - Limit: 1,000,000

- **Automobile Liability**
  - Policy #: CAPMO000017473
  - Limit: 1,000,000

- **Workers Compensation and Employers Liability**
  - Policy #: WCA202203-17
  - Limit: 1,000,000

- **Inland Marine**
  - Policy #: BMSIU7025
  - Limit: 240,000

**Description of Operations/Locations/Vehicles:**

For Informational and Bidding Purposes

**Certificate Holder:**

For Informational and Bidding Purposes

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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DIVISION OF ENVIRONMENTAL HEALTH
ASBESTOS PROGRAM

EXPIRATION DATE
5/15/2015

CATEGORY
500

ID NUMBER
500-0727

ADVANCED ENVIRONMENTAL SERVICES, INC
ASBESTOS CONTRACTOR LICENSE

THIS LICENSE IS INVALID IF YOUR INSURANCE CERTIFICATE IS NOT CURRENT

04/22/2014
ADVANCED ENVIRONMENTAL SERVICES, INC
3100 GRAVOIS AVE
ST. LOUIS, MO 63118
CITY OF FAIRVIEW HEIGHTS
CATHERINE APARTMENTS DEMOLITION
AT 10408 LINCOLN TRAIL
CONTRACT DOCUMENTS
SEPTEMBER 18, 2014

INVITATION TO BID

1. The proposed WORK is officially known as the "City of Fairview Heights Catherine Apartments Demolition" and is further described as follows:

   a. Demolition of all structures, including at grade floor slabs, at 10408 Lincoln Trail;
   b. Asbestos abatement for the project where necessary;
   c. Removal of all debris from structures and all debris on property not associated with the structural demolition;
   d. Disposal of all debris from property in accordance with all City, County, State and Federal laws and regulations, including disposal of debris in an approved IEPA landfill with copies of receipts reflecting the disposal of the debris. Contractor shall provide the City with the name and address of the approved landfill prior to demolition;
   e. Contacting all utilities for disconnection of all utility services on property and properly capping services within the regulations and requirements of utility owners prior to demolition;
   f. Demolition of any basement or substructure to two (2) feet below final grade of property;
   g. Below grade floor slabs shall be broken up to into pieces 100 square feet for drainage and may remain in place
   h. Furnish and install necessary backfilling, topsoil and seeding on all disturbed areas;
      i. top two (2) feet of fill shall not contain material no more than two inches in diameter and shall be compacted
      ii. top six inches of fill/topsoil shall be appropriate for planting grass and shall be graded smooth
   i. Obtain City of Fairview Heights Demolition Permit (no fee required);

2. Bids for the City of Fairview Heights Catherine Apartments Demolition project will be received and preliminarily evaluated on a lump sum basis.

3. Sealed Bids for City of Fairview Heights Catherine Apartments Demolition will be received by the OWNER (City of Fairview Heights, Illinois) at the City Clerk's Office, City Hall, 10025 Bunkum Road, Fairview Heights, IL 62208, until 2:00 PM (CDST) on Monday, October 6, 2014. All Bids received will be publicly opened and read aloud at the above stated time in Meeting Room A of City Hall.

   Friday January 30, 2015

Page 1 of 8
4. Copies of the Contract Documents may be obtained at City Clerk’s Office, 10025 Bunkum Road, Fairview Heights, IL 62208.

5. A Bid Security in the amount of ten percent (10%) of the Bid must accompany each BID. Required Bid Security shall be in the form of a certified check, bank check or Bid Bond issued by a Surety.

6. In the employment and use of labor, the CONTRACTOR shall conform to all State of Illinois Statutory requirements regarding labor. CONTRACTOR shall pay to all laborers, workmen and mechanics performing work under the CONTRACT, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.

7. In the employment and use of labor, the CONTRACTOR shall conform to all Illinois Human Rights requirements regarding labor and human rights.

8. The OWNER reserves the right to waive irregularities and to reject any and all BIDS.

9. Permits and Ordinances: Procure and pay for all necessary permits or certificates required to complete the work specified, including demolition permits. Make any and all notifications and comply with all applicable Federal, State and Local ordinances.

10. Disposition of Removed Material: All material removed under this contract shall become the property of the Contractor and be promptly removed from the site. Contractor shall not store or permit debris to accumulate on site. Remove from the site all debris, rubbish, and other materials from demolition and dispose of same legally.
CONTRACT TIME

1. Final Completion of WORK shall be thirty (30) calendar days from the commencement of the Contract Time.

PAYMENT PROCEDURES

1. CONTRACTOR shall submit one (1) pay request after WORK is completed.

2. Waiver of Mechanic’s Lien: With the Application for Payment, the CONTRACTOR shall submit waivers of mechanic’s lien from every subcontractor, individual or other entity that may be lawfully entitled to file a claim pursuant to the Mechanic’s Lien Act arising out of the Contract and related to the WORK covered by the payment. Submit waivers of liens on forms, executed in a manner acceptable to OWNER.

BONDS AND INSURANCE

1. Performance and Payment Bonds: CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the CONTRACT PRICE as security for the faithful performance and payment of all CONTRACTOR’S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due.

2. Certificate of Insurance:
   a. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified, which CONTRACTOR is required to purchase and maintain. The OWNER shall be listed as additional insured on the CONTRACTOR’S General Liability policies and on Property Insurance Policies. The insurance certificate holder shall be OWNER.

   b. Certified copies of the original policies or Certificates of Insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be submitted to the OWNER before the OWNER will execute the Agreement.

   c. All costs for insurance as specified herein shall be considered as included in the cost of the Contract. The CONTRACTOR 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 from its obligation to indemnify the OWNER in excess of the coverage according to the Contract.

   d. To insure financial stability, the insurance carrier selected by the CONTRACTOR shall be rated no less than A- as published in the “Best’s Guide.”
3. Insurance Requirements: CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the WORK being performed and as will provide protection from claims which may arise out of or result from CONTRACTOR'S performance of the WORK and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the WORK, or by anyone for whose acts any of them may be liable.

The CONTRACTOR shall provide the following insurance and provide coverage's for not less than the following amounts:

a. Worker’s Compensation:
   i. State: Statutory
   ii. Employer’s Liability: Standard Limits

b. Contractor’s General Liability:
   i. General Aggregate (Except Products – Completed Operations): $500,000
   ii. Personal and Advertising Injury (Per Person/Organization): $250,000
   iii. Product – Completed Operations Aggregate: $500,000
   iv. Each Occurrence (Bodily Injury and Property): $500,000
   v. Limit per Person Medical Expense: $10,000
   vi. Excess Liability: $500,000 (standard language regarding a combo of primary policies in the alternative)

c. Commercial Automobile Liability:
   i. Bodily Injury:
      1. Each Person: $500,000
      2. Each Accident: $500,000
   ii. Property Damage:
      1. Each Accident: $500,000 OR
      2. Combined Single Limit: $500,000

d. Contractual Liability Insurance:
   i. General Aggregate: $500,000
   ii. Each Occurrence (Bodily Injury and Property Damage): $500,000
CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

1. CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

2. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by CONTRACTOR.

MISCELLANEOUS

1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

2. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

OWNER CONTACT

Timothy Tolliver, Director
Land Use & Development Department
10025 Bunkum Rd.
Fairview Heights, IL 62208
tolliver@cofh.org
(618)489-2060
BID FORM

Project Identification: City of Fairview Heights Catherine Apartments Demolition

This BID is submitted to: City of Fairview Heights, Illinois (OWNER)

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the BID to perform and furnish all WORK as specified or indicated in the BID for the Contract Price within the Contract Time indicated in this BID and in accordance with the other terms and conditions of the BID.

2. CONTRACTOR accepts all of the terms and conditions of the BID, including without limitation those dealing with the disposition of BID security. This BID will remain subject to acceptance for ninety (90) days after the day of the BID opening. CONTRACTOR will sign and submit the BID and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER’S Notice of Award. Any bid for which the bidder specifies a short acceptance period may be rejected.

3. In submitting this BID, BIDDER acknowledges that it has familiarized itself with the nature and extent of this BID FORM, WORK, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

4. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5. BIDDER is required to submit unit prices for the BASE BID. Contract award shall be based on the total of the BASE BID only. Note that the OWNER is exempt from paying State Sales Tax for materials and services for this PROJECT; therefore, BIDDER’S prices shall not include State Sales Tax. BIDDER will complete the WORK for the following price(s):
BASE BID:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Asbestos Wet Demo Item</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolition of Structure at 10408 Lincoln Trail</td>
<td>LS</td>
<td>$77,710</td>
</tr>
</tbody>
</table>

TOTAL LUMP SUM BID  $77,710

TOTAL WRITTEN IN WORDS Seventy Seven Thousand, Seven Hundred Ten Dollars

SUBMITTED on Friday, January 30, 2015

Acknowledgment of: (initial)

Addendum #1  DL - AES
Addendum #2  DL - AES
Addendum #3  DL - AES

If BIDDER is:

An Individual

By  N/A  (SEAL)

Doing business as

Business address:

Phone Number:
A Corporation

By Advanced Environmental Services, Inc. (SEAL)
(Corporation Name)
Missouri
(State of Incorporation)

By

Dennis Ruckman
(Name of Person Authorized to Sign)
President
(Title)
(Corporate Seal)

Attest
(Secretary)

Business address: 3100 Gravois Avenue, St. Louis, MO 63118

Phone Number: (314) 865-2662

NOTE: 1.) AES excludes tap destroys
       2.) AES acknowledges the Geotechnology spec outline for wet demo.
Submittals

1. Prior to start of Work:
   A. Copy of Contractor’s asbestos license issued by the IDPH.
   B. Copy of IEPA asbestos project notification.
   C. Copies of supervisor (and worker if applicable) asbestos license and training certificate(s).
   D. Copy of medical records for any asbestos supervisors/workers who will be on site.
   E. Copy of Contractor’s medical surveillance program.
   F. Copy of Contractor’s site safety plan.
   G. Documentation that all of the Contractor’s employees who enter the work area have passed respirator fit tests and have been assigned respirators which fit.
   H. Copy of Contractor’s agreement for asbestos disposal facility being utilized for the project including the name and location of the site signed by the facility owner or operator.
   I. Work plan detailing, by area, start and completion dates, work activity, employee resources, work hours, techniques/equipment to be utilized, etc.

2. After completion of Work and before final payment request to City:
   A. Copies of manifests for asbestos disposal.
   B. Copies of OSHA personal air sampling results.
   C. Copies of daily logs or shift reports which detail manpower and resources used.

Scope of Work

- File IEPA asbestos wet-demolition project notification;
- Obtain City of Fairview Heights (City) Demolition Permit (no fee required);
- Contact all utilities for disconnection of all utility services on property and properly cap services within the regulations and requirements of utility owners prior to demolition;
- Provide at least one Illinois-licensed asbestos supervisor, and submit documentation to City of current training and license.
- Erect and maintain temporary fencing and barricades with appropriate asbestos warning signs posted;
- Install and maintain a portable personnel decontamination area;
- Demolition of all structures including at grade floor slabs and basement or substructure to two (2) feet below final grade of property;
Below grade floor slabs shall be broken up to into pieces 100 square feet for drainage and may remain in place;

Contractor shall keep visible emissions to a minimum and continuously use water to keep demolition debris and structure adequately wet;

Comply with applicable Federal, State, and Local worker and respiratory protection laws and regulations;

Removal of all debris from structures and all debris on property not associated with the structural demolition in poly-lined trucks or roll-off containers. Vehicles used for transportation of asbestos shall be DOT compliant;

Disposal of all debris from property in an IEPA-approved landfill licensed to accept regulated (asbestos containing) demolition waste;

Furnish and install necessary backfilling, topsoil (6 inches) and seeding on all disturbed areas;

NOTE: Geotechnology will provide perimeter air monitoring during demolition activities under a separate work authorization through the City which will also include a final visual clearance once the demolition and final site grading activities are complete.
ORDINANCE NO. 1608-2013

AN ORDINANCE AMENDING ORDINANCE NO. 180, "THE REVISED CODE," CHAPTER 3, ARTICLE IV, MISCELLANEOUS, SECTION 3-4-8, DEFINITION (B).

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

SECTION 1. AMENDMENT. Amendment of Ordinance No. 180, "The Revised Code", Chapter 3, ARTICLE IV, MISCELLANEOUS, SECTION 3-4-8 DEFINITION (B) reading as follows:

"(B) Definition. Lowest responsible bidder does not mean the lowest bidder financially only, but shall mean the bidder who, by experience and other qualifications, is deemed most capable of performing the work required in a satisfactory manner."

Be and the same is hereby amended as follows:

"(B) Definition. Lowest responsible bidder does not mean the lowest bidder financially only, but shall mean the bidder who, by experience and other qualifications, is deemed most capable of performing the work required in a satisfactory manner. Responsible bidder for construction contracts means a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

1. All applicable laws prerequisite to doing business in Illinois, including but not limited to Employment of Illinois Workers on Public Works Act, 30 ILCS 670/0.01 et seq.
   a. Lowest responsible bidder shall provide the City with a Certificate of Good Standing from the Illinois Secretary of State.
   b. Lowest responsible bidder shall provide the City with copies of any professional or trade license required by law for any trade or specialty service area in which the contractor is seeking a contract award.

2. Evidence of compliance with the following:
   a. Federal Employer Tax Identification Number or Social Security Number (for Individuals)
   b. Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions)."
3. Certificates of Insurance indicating the following coverages: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability, in the minimum amounts set forth in Section 37-4-1 of "The Revised Code," City of Fairview Heights.

4. Compliance with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. including wages, medical and hospital insurance and retirement for those trades covered in the act.

5. The bidder and all bidder's subcontractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, in compliance with the National Apprenticeship Act, 29 U.S.C. 60, and Federal Regulations implementing that Act.

6. All contractors and subcontractors are required to submit certified payroll on a weekly basis as specified in Public Act 94-0516, 820 ILCS 130/5."

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

READ FIRST TIME: January 15, 2013

READ SECOND TIME: February 5, 2013

READ THIRD TIME: February 19, 2013

PASSED: February 19, 2013

APPROVED: February 22, 2013

[Signature]

MAYOR - ELECT D. MITCHELL
CITY OF FAIRVIEW HEIGHTS

ATTEST:

MARK T. KUPSKY - CITY CLERK

ROLL CALL ON ALDERMEN VOTING "YEA":

SPEED ALLEN, JR. SANDY BALDWIN
BONNIE CROSSLEY JOSHUA FRAZEL
NORMAN MILLER PAT BAESKE
SCOTT GREENHALL LINDA ARNOLD
CAROL WARNER ROGER LOWRY

SPONSORED BY: PUBLIC WORKS & MUNICIPAL COMPLEX COMMITTEE
CITY OF FAIRVIEW HEIGHTS- 10408 LINCOLN TRAIL DEMOLITION- ADDENDUM #2

CITY OF FAIRVIEW HEIGHTS INSURANCE AND INDEMNITY CLAUSE

INSURANCE REQUIREMENTS (Ord. No. 973-99; 07-2099)

(A) **Insurance.** A Contractor/Vendor shall obtain and thereafter keep in force the following insurance coverage provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The Insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified herein. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract with the City. Whether stated herein or elsewhere, the City does not warrant the adequacy of the types of Insurance coverage or the limits of liability specified.

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 insured with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's/Vendor's policies.
(3) **Commercial Automobile Liability.** The policy shall cover owned, non-owned, and hired vehicles.
   Bodily Injury & Property Damage
   Liability Limit Each Occurrence $1,000,000

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

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

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

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

**INDEMNITY CLAUSE**

A) Contractor shall indemnify and hold safe and harmless the City of Fairview Heights from all 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 therefrom) 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 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.

E) This agreement shall be binding on and Insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.
City of Fairview Heights
Apprenticeship or Training Program Certification Form
Catherine Apartments Demolition

Return with Bid

The City of Fairview Heights voted into legislation Ordinance Number 1608-2013, which requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the City Council. In addition to all responsibility factors, this contract of 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 bidders 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.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

City of Fairview Heights-Catherine Apartments
Certification of Apprenticeship or Training Form
IV. Except for any work identified above, any bidder or subcontractor that shall perform all of 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 payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership □

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The City 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: Services, Inc.

By: __________________________

Signature

Address: 3100 Grand Ave
St. Louis, MO 63118

Title: President
RESOLUTION NO. 3887-2016
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 14th 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

GAIL D. MITCHELL, MAYOR
CITY OF FAIRVIEW HEIGHTS
ROLL CALL ON ALDERMEN VOTING "YEA"
CAROL WARNER  ROGER LONRY
JUSTIN GOUGH  DENISE WILLIAMS
JOSHUA FRANLEY  DENNIS BARICEVIC
PAT BAESKE  SCOTT GREENWALD
LINDA ARNOLD

ROLL CALL ON ALDERMEN VOTING "NAY"
BONNIE CROSSLEY

SPONSORED BY: Public Works &
Municipal Complex Committee
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 1 - 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
supercede 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.
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.

1.6 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 as 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 severable 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
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 hindered in 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 6:00 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.
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 Foremen 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.
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 Unions 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 by 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.
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.
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 final 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.
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.
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 the issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, 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.
ARTICLE XIV - GENERAL SAVINGS CLAUSE

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

ARTICLE XV - TERM OF AGREEMENT

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

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

Date: 2/4/15

DENNIS RUCKER
(Contractor Representative)
Advanced Environmental Services Inc.
(Firm's Name)
3100 Grand Ave.
(Firm's Address)
St. Louis MO 63118

314-574-3542
(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: 104-08 Lincoln Trail Demolition.

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.
Scott Borror

From: Mike Malloy
Sent: Friday, January 30, 2015 2:06 PM
To: Scott Borror
Subject: FW: Attached Image/February 10th Finance Committee Agenda item-Letter of Intent for Meineke Muffler
Attachments: 0996_001.pdf

Scott,

Please place the attached on the above agenda with the following verbiage:
Consider approval of a Letter of Intent between the City of Fairview Heights and Illinois Undercar Services dba Meineke Muffler at 10712 Lincoln Trail with the City providing $74,838.75 over a two(2) year period and the Developer committing to an investment of $498,925.00 with 16 Lincoln Trail Corridor Development Standards included in building and site.

Thanks

Mike

From: Land Use Copier
Sent: Friday, January 30, 2015 2:54 PM
To: Mike Malloy
Subject: Attached Image
January 30, 2015

Mr. Dirk Schaumleffel
DBA Illinois Undercar Services
2307 Old Collinsville Road
Belleville, IL 62221

RE: LETTER OF INTENT — 10712 Lincoln Trail, Meineke Muffler

Dear Mr. Schaumleffel:

This will confirm that Mr. Dirk Schaumleffel ("Developer") has applied for benefits under the City of Fairview Heights' Business Assistance Program (Application No. 1-14). The purpose of this Letter of Intent is to memorialize the preliminary requests of the City of Fairview Heights ("City") and the Developer, with respect to the project (Meineke Muffler) as proposed by the Developer at 10712 Lincoln Trail, Fairview Heights, IL 62208 ("Project"). The parties mutually acknowledge and understand that this Letter of Intent is a non-binding document intended only to describe the respective expectations of the parties. The parties mutually acknowledge and understand that, should the Fairview Heights City Council ("City Council") approve this Letter of Intent, the parties will negotiate and submit to the City Council for review a proposed Development Agreement between the Developer and the City, to be executed by Mayor Gail D. Mitchell, City of Fairview Heights ("Mayor") following approval by the City Council. While the parties will endeavor to draft the proposed Development Agreement using provisions consistent with the terms provided herein, the parties mutually acknowledge and understand that the City Council may revise, delete or recommend different or additional terms. The parties mutually acknowledge and understand that said proposed Development Agreement cannot be executed by the Mayor absent the approval of the City Council. Subject to and without waiving any of the foregoing:

The Developer represents that Business Assistance Program monies are necessary to complete the proposed project. Further, the Developer estimates the total development costs to allow such a construction project to occur, to be excess of $498,925.00.

The City understands that the likelihood of the proposed project, as envisioned, is contingent upon the infusion of public funds and "but for" this public assistance, the project would not go forward.

Listed below are the major responsibilities of each party. Upon approval of this Letter of Intent by the City Council, provisions consistent with these responsibilities shall ultimately be made a part of an overall Development Agreement between the Developer and the Mayor.
Summary of BAP Application from Meineke at 10712 Lincoln Trail
Received 12-30-14
Revised 1-13-15

Total project cost: $498,925.00
Jobs retained: 3
Jobs created: 2
Sales tax collected after improvements: $247,500
Sales tax collected before improvements: $175,000
Increase: $72,500

Lincoln Trail Development Standards being met

Lincoln Trail Corridor Development Standards – Checklist
See the Development Design Standards for a description of each of the following improvement items.

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

B. SITE ENHANCEMENT ELEMENTS
11. PARCEL ASSEMBLY .......................................................................................................................... X
12. STRUCTURE DEMOLITION ............................................................................................................. X
13. DRIVEWAYS - Sharing of Driveways and/or reducing curb cut widths....................................... X
14. PERIMETER LANDSCAPE – For aesthetics and screening of parking lots and service areas......... X
15. PARKING LOT LANDSCAPE - Landscape islands on the interior of parking lots...................... X

Page 1 of 2
16. PARKING LOT LIGHTING ................................................................. X
17. PERMEABLE PAVEMENTS .............................................................
18. SIDEWALKS - Installation of sidewalks in ROW and/or sidewalk connection from ROW sidewalk to front door. ........................................ X
19. BUILDING ENTRY AREAS – Developing pedestrian areas at building entrances with color and/or imprinted paving or pavers. ................................................................. X
20. BUILDING ENTRY LANDSCAPE PLANTINGS - Addition of landscape plantings (above ground or in-ground) at building entrances ...................................................... X
21. FLAG POLES AND SITE FURNISHINGS ...........................................
22. WATER FEATURES ........................................................................
23. UNDERGROUNDING UTILITIES - Placement of utilities underground ................................................................. X

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

Recommended City Financial Assistance: $74,838.75

City provide $24,946.25 after six (6) months of operation, provide an additional $24,946.25 after the first year of operation and final $24,946.25 after the 2nd year of operation, subject to:

1. A total project cost equaling or exceeding $498,925.00.
2. 3 FTE jobs retained and 1 FTE created after six (6) months of operation and after 2 years of operation have retained 3 FTE jobs and created 2 FTE jobs.
3. Create sales after the 1st year of operation generating no less than $247,500.00 in sales tax annually and continue to generate no less than $247,500.00 of sales annually for the next four (4) years.
4. Agree to remain open as an auto repair facility at 10712 Lincoln Trail for no less than seven (7) years.

On 1-22-15 TIF Subcommittee recommended approval; goes to Finance 2-10-15. Mite
Lincoln Trail TIF Corridor – Façade & Site Improvement Program
Appendix 5, Nov. 2014

TOTAL NUMBER OF IMPROVEMENT ITEMS CHECKED

D. POSSIBLE FUNDING(1) (TOTAL PROJECT COST NOT TO EXCEED $150,000)
   # of improvements checked
   Make Improvements (10) – potential 50% funding from City
   Make Improvements (9) – potential 45% funding from City
   Make Improvements (8) – potential 40% funding from City
   Make Improvements (7) – potential 35% funding from City
   Make Improvements (6) – potential 30% funding from City
   Make Improvements (5) – potential 25% funding from City
   Less than 4- No City Funding

E. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN $150,001 AND $300,000)
   Make no less than 8 improvements – 25% funding from City

F. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN $300,001 AND $500,000)
   Make no less than 10 improvements – 15% funding from City

G. POSSIBLE FUNDING (TOTAL PROJECT COST EXCEEDS $500,000)
   Make no less than 12 improvements – 10% funding from City, not to exceed $75,000.

\*City financial participation shall require compliance with prevailing wage rate ordinance, lowest responsible bidder ordinance; individual phases of a project can be considered separately.
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>170,000.00</td>
</tr>
<tr>
<td>Existing Equipment</td>
<td>97,500.00</td>
</tr>
<tr>
<td>House</td>
<td>65,000.00</td>
</tr>
<tr>
<td>Engineering</td>
<td>12,231.00</td>
</tr>
<tr>
<td>Waiting Room Addition</td>
<td>48,600.00</td>
</tr>
<tr>
<td>House Removal</td>
<td>11,500.00</td>
</tr>
<tr>
<td>Bay Doors</td>
<td>13,200.00</td>
</tr>
<tr>
<td>Shop Man Doors</td>
<td>1,864.00</td>
</tr>
<tr>
<td>Door Cut Outs</td>
<td>12,000.00</td>
</tr>
<tr>
<td>Canope</td>
<td>3,800.00</td>
</tr>
<tr>
<td>Monument Sign / No Brick</td>
<td>2,580.00</td>
</tr>
<tr>
<td>Side Walk</td>
<td>2,970.00</td>
</tr>
<tr>
<td>Parking Lot</td>
<td>28,200.00</td>
</tr>
<tr>
<td>Trees</td>
<td>1,200.00</td>
</tr>
<tr>
<td>Landscape</td>
<td>2,500.00</td>
</tr>
<tr>
<td>Dumpster Bin</td>
<td>7,500.00</td>
</tr>
<tr>
<td>Building Paint</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Seal Old</td>
<td>420.00</td>
</tr>
<tr>
<td>Pole Lights</td>
<td>5,200.00</td>
</tr>
<tr>
<td>Electric Labor / outside lights / parking / sign / concrete mounts</td>
<td>7,160.00</td>
</tr>
<tr>
<td>Shop Electrical Material / wire one lift, power to lobby panel</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Exterior Wall Lights</td>
<td>1,500.00</td>
</tr>
<tr>
<td>Parking Bumpers</td>
<td>600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>498,925.00</strong></td>
</tr>
</tbody>
</table>

\[
15\% \times 498,925 = 74,838.75
\]
APPENDIX 1

Application #: 1-14

Business Assistance Program Application

Applicant Information
1. Name of Person Completing Application: Dirk Schaumloffel
2. Address: 2307 Old Collinsville Rd Belleville IL
3. Phone Number: 618 781 3742
4. Fax Number: 618 235 7051
5. Email: meineke26@aol.com

Business Information
1. Business Name: IL. Undercar Services (DBA Meineke)
2. Owner: Dirk Schaumloffel
   a. Representative of owner: Dirk
   b. Does Representative have a financial interest in the project? ☑ Yes ☐ No
   c. If yes, what is the percentage level of participation? 100 %
4. Address: 2307 Old Collinsville Rd Belleville IL
5. Phone Number: 618 235 6117
6. Fax Number: 618 235 7051
7. Email: meineke26@aol.com
8. Type of Business Entity: Auto Repair
Project Information
Provide the Street Address of the project: 10712 Lincoln Trail, Fairview Heights, IL 62208

1. Is project located in
   □ Lincoln Trail Tax Increment Finance District (See Map Exhibit A)
   □ Fairview Heights Tax Increment Finance District (See Map Exhibit B)
   □ St. Clair Square Shoppes Tax Increment Finance (See Map Exhibit C)
   □ St. Clair Square Shoppes Business District (See Map Exhibit C)
   □ City of Fairview Heights (See Map Exhibit D)

2. Have you completed an application for Site Plan Review (Appendix 2)?
   □ YES □ NO
   If Yes, attach a copy of your completed Site Plan Review application, including copies of any Site Development Plans, Maps, or any other supporting documentation. If No, contact the Director of Land Use, Planning, and Development to obtain and complete all necessary applications.

3. What is the current zoning classification of the property? ________________
   Will the proposed project require a zoning amendment, variance, or special use permit?
   If Yes, provide application numbers and dates for each application: ____________________________

4. What is the nature of the proposed project?
   □ New Construction □ Expansion □ Occupancy of Existing Building
   If new construction specify as: □ Commercial; □ Residential; □ Industrial

5. Provide a narrative description of the proposed project (attach additional pages if necessary). Applicant must be as specific as possible in describing: (1) the type of business proposed to be conducted at the site; (2) current condition of the site including size and condition of any existing structures, environmental conditions, and past uses of the site; (3) proposed development/redevelopment activities, scope of work, type of construction, etc.; (4) financing; (5) why Business Assistance Program monies are necessary for completion of the project; and (6) how the project is consistent with the goals and objectives identified in the TIF Redevelopment Plan or Business District Plan.

6. Are any public infrastructure improvements required for this project to proceed?
   □ YES □ NO. If Yes, describe improvements required:

7. Will the applicant obtain competitive bids from local contractors and sub-contractors?
   □ YES □ NO

8. Identify: Project Start Date: ASAP and Project Completion Date: ASAP
1. Estimated Total Project Cost: complete the following worksheet

<table>
<thead>
<tr>
<th>Remodeling/Rehabilitation/Expansion (TOTAL):</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$</td>
</tr>
<tr>
<td>Materials</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Construction (TOTAL):</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$</td>
</tr>
<tr>
<td>Materials</td>
<td>$</td>
</tr>
</tbody>
</table>

| Capital Equipment: | $ |
| Site Improvements (Acquisition/Preparation, etc.): | $ |
| Other: | $ |

**TOTAL ESTIMATED PROJECT COST:** $ 

* Attach evidence (such as commitment letters or terms sheets) evidencing that the portion of the project funded by private investment will be financed, as well as the source of the funding.

**Public Benefits**

Provide the Property Identification Number (PIN) for each parcel of property comprising the proposed project area, as well as the current equalized assessed value (EAV) and property taxes as stated on the most recent tax bill for each parcel. Please provide an estimated projection of the EAV and taxes resulting from the project.

<table>
<thead>
<tr>
<th>PIN</th>
<th>EAV</th>
<th>TAXES</th>
<th>Projected EAV</th>
<th>Projected TAXES</th>
</tr>
</thead>
<tbody>
<tr>
<td>8-28-62-040-0015</td>
<td>169,725</td>
<td>4,221.50</td>
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</tr>
<tr>
<td>8-28-62-040-0268</td>
<td>57,648</td>
<td>1,227.94</td>
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<td></td>
</tr>
</tbody>
</table>

Existing sales subject to sales tax: $175,000

Proposed sales subject to sales tax: $250,000

Existing number of FTE jobs: 3

Proposed number of FTE jobs: 5

Indicate the total amount of financial assistance requested (in current dollars): $_________00

* Attach data supporting the financial feasibility of the project, the projected performance outcomes of the requested financial assistance, or any professional studies or reports supporting the viability of the project.

Describe the public benefits that will be realized by the completion of this project. Examples of public benefits include, but are not limited to, creation of affordable housing, creation of new permanent jobs, creation of new retail choices in an underserved neighborhood, rehabilitation of a historic building, catalyst for new private investment in a neighborhood, re-occupancy of a vacant building, elimination of blight, incorporation of environmentally-friendly features, job training opportunities (attach additional sheets if necessary):
Miscellaneous

1. Does project involve a move from another location? □ NO □ YES

   If Yes, indicate City and State _______________________________________________________________________

2. Business Development Program Benefit Sought:

   □ TIF Program (reimbursement of TIF-eligible project costs)
   □ Lincoln Trail TIF Façade Program (reimbursement of up to 50% of eligible activity costs, up to a maximum of $20,000.00)
   □ Business District Program (reimbursement of eligible Business District project costs)
   □ Economic Incentive Agreement (Sales Tax Rebate)

3. Applicant acknowledges that, to obtain benefits under the City of Fairview Heights' Business Assistance Program, the proposed project must be of a nature that a building permit must be obtained through the City of Fairview Heights. As such, the applicant agrees that such a permit must be obtained prior to disbursement of any funding under the Business Assistance Program.

   [ ] Applicant Agrees   [ ] Applicant Disagrees

SIGNATURE OF PROJECT REPRESENTATIVE

I hereby certify I have read and understand the content of the Business Assistance Program Document and to the best of my ability present the above information as true and accurate.

[Signature]

NAME

[Title]

DATE 9/12/14

NOTE: Applications will not be considered for approval until they are completed in full and signed by the applicant.

LEGAL DISCLAIMER: completion of this application does not entitle the applicant to financial assistance under the Business Assistance Program. Any such assistance must be approved by the Fairview Heights City Council.

All applications shall be submitted to Mike Malloy, AICP, at the address listed below. If you have any questions, please contact:

   Mike Malloy, AICP
   Director of Economic Development
   City of Fairview Heights
   10025 Bunkum Road
   Fairview Heights, IL 62208
   618.489.2033 (Direct)
   618.791.3980 (Call)
   618.489.2067 (Fax)
   malloy@cofh.org
<table>
<thead>
<tr>
<th>Item</th>
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<td>Existing Equipment</td>
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<td>House</td>
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<td>Door Cut Outs</td>
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<td><strong>Total</strong></td>
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Scott,  
Please find attached the above which EDC unanimously approved on Jan. 27th with two(2) amendments and needs to be placed on the Finance Committee agenda of Feb. 10th for approval consideration. The amendments are included in this Cost Sharing Agreement and involved (1) A payback provision should construction of the infrastructure not start within a certain time period and (2) Further identifying the lot Arrowhead will dedicate to the City. Additionally the City Attorney approves of the verbiage contained in the agreement.  
Specifically the Cost Sharing agreement involves the City($28,500) and Arrowhead($28,500) splitting the Design fee of TWM totaling $57,000. The City per the Agreement will not incur any other costs associated with construction of the Business/Industrial Park. Additionally as referenced above should Arrowhead not begin construction within certain time frames they are obligated to repay the City the $28,5000. Finally it should be noted that Arrowhead shall dedicate to the City at no cost one(1) lot per the agreement.  
Thanks  
Mike

From: Land Use Copier  
Sent: Wednesday, February 04, 2015 2:37 PM  
To: Mike Malloy  
Subject: Attached Image
February 3, 2015

Cost Sharing Agreement for
Professional Services to Design
A Business/Industrial Park

The City of Fairview Heights, Illinois (the “City”) and Seven Arrowhead Properties, LLC (“Seven Arrowhead”) of St. Peters, Missouri agree per the terms and conditions below to enter into a Professional Services Contract with Thouvenot, Wade, and Moerchen, Inc. (TWM) to perform the Subdivision Design (Attachment A) on approximately 38 acres for a Business/Industrial Park for a lump sum fee of $57,000.00 (excepting from said 38 acres the 5 acre parcel leased by Three Arrowhead Properties, LLC to Arrowhead Building Supply, Inc. and the 8.45 acre parcel subject to a special use permit and to be leased by Eight Arrowhead Properties, LLC to Hansen RAS, LLC, a recycling entity located in Chicago, Illinois).

Responsibilities of Seven Arrowhead Properties

1. Pay directly to TWM the initial $28,500.00 (50%) toward the total Subdivision Design fee of $57,000.00.

2. Dedicate one (1) lot in excess of two (2) acres, but not to exceed two and one-half (2.5) acres, of the City’s choice in the easterly half of the platted subdivision to the City.

3. Agree that the potential exists that the entire 38 acres may require dedication to the City on a temporary basis to meet Economic Development Administration (EDA) grant requirements for partial funding of Subdivision Infrastructure.

4. Agree to pay the entire Economic Development Administration grant application fee, if applied for, in the estimated amount of $2,500.00.

5. Agree to approximately no more than 50% (local match) of infrastructure cost of subdivision, if grant is secured.

6. Agree to construct a 10 ft. wide on site asphalt walking/bike trail per the Subdivision Improvement Plans and dedicate to the City for Maintenance and Operation purposes when the off-site trail is completed.

7. Agree to begin construction of infrastructure no later than June 1, 2016 should an EDA grant (see # 4,) not be submitted. In such event, if Seven Arrowhead does not commence construction prior to June 1, 2016, then Seven Arrowhead agrees to reimburse the City of Fairview Heights $28,500 (see Item A).

Should an EDA grant application be submitted (see #4,) and secured, approved construction of the infrastructure by Seven Arrowhead shall commence no later than nine (9) months following the date of the grant award. Should infrastructure construction not commence nine (9) months of the grant award, Seven Arrowhead shall reimburse the City of Fairview Heights $28,500 (see Item A).

Should an EDA grant application be submitted (see #4,) and denied, construction of the infrastructure by Seven Arrowhead shall commence no later than three (3) months of grant denial. Should infrastructure construction not commence within three (3) months of the date of the grant denial, Seven Arrowhead will reimburse the City of Fairview Heights $28,500 (see Item A.) If Seven Arrowhead elects not to develop the Business/Industrial Park, Three Arrowhead, Seven Arrowhead and Eight Arrowhead agree to reasonably
Mike and Larry

Please find attached a proposal for the civil engineering and surveying work for the proposed Arrowhead Industrial Park in Fairview Heights. Our scope of work includes surveying and calculating the project boundary, construction plans for the street, sanitary sewer, water and storm sewer within the industrial park, design and preparation of plans and specifications for a sanitary sewer lift station that will serve the lots, construction staking for the proposed improvements, preparation of final plats, preparation of bid documents, construction observation as required by the utility companies, and preparation of record drawings.

Our price for these services is $57,000.00. This pricing is based on you being able to provide the topographic survey completed by Netemeyer in an AutoCAD format. In addition, the pricing doesn’t include any intersection design studies or construction plans for Illinois Route 161 improvements. According to IDOT they want us to submit the projected traffic information for the development. We will analyze the traffic and submit the information to IDOT for their review. If IDOT determines that a north bound right turn lane is warranted, we will provide a cost for the intersection design study and roadway plans.

General contractors that are highly qualified with metal building construction are Holland Construction Services and Korte-Luijohann Contractors, Inc. For Holland Construction Services please contact Dave Birk at 277-8870. For Korte-Luijohann please contact Bill Rickher at 654-9877.

Please review the attached contract and if you have any questions please call or email me. We look forward to working with you on this endeavor.

THOUVENOT, WADE & MOERCHEN, INC.

Marsha J. Maller, PE

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

Tel. No.: 618.624.4488 E-Mail: mmaller@twm-inc.com

WWW.TWM-INC.COM

ILLINOIS: SWANSEA - WATERLOO - EDWARDSVILLE MISSOURI: ST. LOUIS - ST. CHARLES
Gentlemen

Please find attached a revised contract with the additional text for EDA grant application services.

Thanks,

THOUVENOT, WADE & MOERCHEN, INC.

Marsha J. Maller, PE

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

Tel. No.: 618.624.4488  E-Mail: mmaller@twm-inc.com

From: Mike Malloy [mailto:malloy@cofh.org]
Sent: Monday, January 12, 2015 9:58 AM
To: Marsha J. Maller
Cc: S Larry (larrys@arrowheadbuildingsupply.com); Chris Volkman
Subject: RE: Arrowhead Industrial Park

Marsha,
Works for me!
Thanks
Mike

From: Marsha J. Maller [mailto:mmaller@twm-inc.com]
Sent: Monday, January 12, 2015 9:55 AM
To: Mike Malloy
Subject: RE: Arrowhead Industrial Park

Mike

Is the following text what you are requesting?

EXCLUDED SERVICES
Mike and Larry

Please find attached a revised contract. I have added the bike path design to the improvement plan scope. The price is the same.

Thanks,

THOUVENOT, WADE & MOERCHEN, INC.

Marsha J. Maller, PE
Manager Land Development Dept.
4940 Old Collinsville Road, Swansea, Illinois 62226
Tel. No.: 618.624.4488  E-Mail: mmaller@twm-inc.com

From: Mike Malloy [mailto:malloy@cofh.org]
Sent: Wednesday, January 07, 2015 4:30 PM
To: Marsha J. Maller
Cc: S Larry (larrys@arrowheadbuildingsupply.com)
Subject: RE: Arrowhead Industrial Park

Marsha,
I believe you neglected to include the section of the Trail Loop on the 38 acres.
Thanks
Mike

From: Marsha J. Maller [mailto:mmaller@twm-inc.com]
Sent: Wednesday, January 07, 2015 3:24 PM
To: Mike Malloy; S Larry (larrys@arrowheadbuildingsupply.com)
Subject: Arrowhead Industrial Park

Mike and Larry
For Sale

33 Acre Development in Progress
1.25 Acre to 7 Acre Lots Available
All Utilities On Site
Common Storm Water Detention
New Industrial Grade Street (with cul-de-sac) Directly off of Rte. 161

Great Access to Interstates 64 & 255
Near Fairview Heights Metro Station
Zoned Industrial
Build to Suit Opportunities
Office, Warehouse, Industrial or Manufacturing

Rob Berneking
Advisor

rob@ahrealtyadvisors.com
p 314.773.1700 x114
c 618.581.5312
f 314.773.0707

The information contained herein is not warranted, although it has been obtained from the owner of the property or from other sources we deem reliable. It is subject to change without notice. Seller and broker make no representation as to the environmental condition of the property and recommend purchaser's independent investigation.
Contract Agreement for Professional Services - Subdivision Design

Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this Plain Language Contract Agreement in hopes that its terms and conditions are clear and easily understood. Still, this agreement is a legal and binding contract between two parties, TWM Inc., and you, CITY OF FAIRVIEW HEIGHTS AND ARROWHEAD BUILDING SUPPLY INC. as the CLIENTS. When you see the words "us", "we", and "our" they mean TWM Inc. When you see the words "you" or "your", they refer to you as the CLIENT. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This Contract describes the specific professional services that you have requested we provide on the proposed project, ARROWHEAD INDUSTRIAL PARK – FAIRVIEW HEIGHTS, ILLINOIS, which we will refer to as simply the "project". As you have described it to us, this project involves the development of approximately 33± acres that will be developed as the project site located in Fairview Heights, Illinois.

SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this Contract and project, you agree with us that these services, as listed, will be considered our Basic Scope of Services.

A. Boundary Survey

1. We will perform a boundary survey of the 38 ± acre project site located in Fairview Heights, Illinois.
   - You will provide us with a Certificate of Title for the property.
   - The boundary to be conducted based on records obtained from the St. Clair County Recorder of Deeds Office.
   - We will identify and locate visible corners of the boundary and measure distance and angles thereof, and set new iron rcd marks where old corners cannot be identified.

B. Topographic Survey

1. No fees have been included for topographic survey. This contract assumes you will provide an AutoCAD file of the topographic survey completed by an Illinois licensed surveyor previously for the subject property. If an AutoCAD file of the survey is not attainable, TWM will prepare a price for the completion of a survey.

C. Preliminary Plat

1. We will prepare a Preliminary Plat for the entire proposed subdivision, including as part of that plat, a layout of lots closely following the concept plan you have provided or agreed to, while assuring compliance with applicable code requirements governing lot dimensions and gross area.
2. We will include as part of that preliminary plat, a layout of streets within the subdivision, closely following the concept plan you have provided or agreed to, while assuring compliance with applicable code requirements governing width, material, slope, length, and curves.
3. We will also include as part of that preliminary plat, a layout of existing and proposed utility and drainage easements, preliminary locations of utility and drainage improvements and the location of detention facilities.
4. We will submit the preliminary plat to you for approval and acceptance prior to submission to the appropriate municipal authorities.
5. Upon acceptance by the municipal authorities, we will submit copies of the preliminary plat to the appropriate utility providers (electric, natural gas, telephone, and cable TV) for their use in designing facilities for the development. We will also submit the preliminary plat to both the Illinois Historical Preservation Agency and to the Corps of Engineers for review as required by law.

D. Improvement Plans

We will prepare construction improvement plans for the entire proposed subdivision utilizing the Preliminary Plat approved by the municipal authorities. In doing so:

1. We will prepare street plan and profile drawings in accordance with the approved Preliminary Plat,
2. We will prepare a Hydrologic / Hydraulic Drainage Report and design the storm sewer system,
3. We will prepare a storm water and erosion control plan to be reviewed by the St. Clair County Soil and Water Conservation Service and City of Fairview Heights.
4. We will prepare the plan and profile and details for the bike trail along the northerly and easterly boundaries of the project site. We will coordinate the termination points of the trail with the offsite trail design.
5. We will prepare construction details including pavement, curb and gutter, inlets, manholes, sanitary sewer, and similar features typical of industrial subdivision plans.

6. We will design the sanitary sewer extension and prepare the IEPA sanitary sewer permit application (WPC PS-1, Schedule B, and Schedule P) to serve the subdivision.

7. We will prepare and submit applications on your behalf for an NPDES storm water permit and prepare the storm water pollution prevention plan.

8. We will analyze the projected traffic and coordinate with the Illinois Department of Transportation. This contract does not include any traffic studies or roadway improvements. Depending on the results of the projected traffic, IDOT may require a north bound right turn lane. If said turn lane is required there will be additional surveying and engineering for the intersection design study and Route 161 construction plans for the improvements.

9. We will design the water main extension and prepare the IEPA water main permit application (PWS - 43).

10. We will prepare the necessary forms from the Illinois American Water Company's developer's packet for submittal to IAWC.

11. We will prepare written specifications for bidding of the work associated with the project.

12. We will prepare bid schedule for the construction items to enable evaluation of bidder's proposals.

13. We will prepare an opinion of probable construction cost for the phase to be bid.

14. We will advertise the phase for bidding.

15. We will prepare addenda if required.

16. We will prepare Bid Tabulation for the Project.

17. We will assist the City in evaluation of the Bids.

18. We will attend a reasonable number of meetings with you or on your behalf to coordinate the civil engineering design.

E. Sanitary Sewer Lift Station

1. Provide topographic survey of proposed force main routing from the proposed lift station to the existing force main to the east of the site which is to receive the sanitary sewer flows.

2. Provide design and permitting services for lift station to service the project site.

3. Prepare construction drawings detailing the proposed lift station and force main routing.

4. Prepare the technical specifications for the lift station and force main for review by Caseyville Township Sewer District.

5. Provide construction staking, construction observation and observation services for the manufacturer provided lift station start-up services to insure compliance with the lift station specifications.

F. Construction Staking

Under our Basic Scope of Services we will also perform construction staking for the first phase of the development. It is important to note that we agree to place each construction stake only one time for the price we have quoted you in this contract. Any time required to re-stake structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract. With that understanding:

1. We will stake the street centerline grades for preliminary grading. Preliminary grade staking consists of providing a grade stake every fifty (50) linear feet in the centerline of the proposed streets and providing a maximum of three (3) grade stakes per lot.

2. We will stake all storm sewer inlets. Storm sewer inlet staking consists of providing one (1) centerline structure stake and two (2) offset stakes with elevation hubs showing the cut or fill required for the invert elevation. All ends of culvert pipes or outlet pipes from the storm sewer system will be staked with one (1) stake at the pipe outfall with a cut or fill stake and one (1) offset stake with the cut or fill.

3. We will stake all sanitary sewer manholes and sewer lines. Sanitary sewer staking consists of providing one (1) centerline structure stake and one (1) offset stake per manhole, with elevation hub showing the cut or fill required for the invert elevation.

4. We will stake the final curb and gutter offset stakes. Final curb and gutter offset stakes consist of two (2) foot offset curb stakes (unless other offset distance is requested prior to staking) with an elevation hub showing the cut or fill to the proposed top of curb elevation. In curves, top of curb stakes with elevation hubs will be set every twenty-five (25) feet.

5. We will indicate the approximate location of property lines for the installation of utilities by placing a temporary painted mark on the street curb at the approximate location of each lot line. These markings are intended to aid various utility companies in the installation of above ground utility equipment, but should not be considered as surveyed marks. All utilities will be required to utilize the marked locations. Any additional locations for each individual utility or additional staking required by utilities will be invoiced to you as additional services and as an additional cost to this Contract.

6. We will verify or stake property corners. Property corner staking consists of placing a stake and pipe at the property corners of all the lots. Our price is based upon us staking all lot corners at the same time for the first phase of the development. Therefore, any request for individual lot stakeout must come with your approval and will be to you as additional services and as an additional cost to this Contract.
G. Final Plat

Also under this Scope of Work, we will prepare a maximum of two (2) Final Plats for two phases of the subdivision in preparation for the submission of the Final Plats to the appropriate municipal authorities. In doing so:

1. We will first submit that Final Plats to you for your review and acceptance prior to submission to the municipality.
2. We will then submit the required number of copies of the Final Plats to the appropriate municipal authorities in order to secure their approval and signature.

H. Construction Phase Services

Upon your specific request:

1. We will provide construction observation services at regular intervals while your selected contractor progresses through the construction activities.
2. We will observe construction of the water main installation as required by Illinois American Water Company.
3. We will prepare construction observation logs and drawings showing the installed water main.
4. We will observe the pressure testing of the water main.
5. We will review shop drawings.
6. We will prepare or review of pay requests.
7. We will prepare or review of change orders.
8. We will prepare an electronic data file of the proposed grading plan providing you with a surface model and/or road model for use by your contractor in GPS guided construction grading equipment.

I. Record Drawings

Following the installation of planned improvements, we will prepare one set of Record Drawings for the first phase of the subdivision. In doing so:

1. We will collect field survey data for the top and flow line elevations of all installed sanitary sewer manholes, and for the distances between the manholes.
2. We will illustrate those sanitary sewer manholes, sewer mains and service connections on the Record Drawings, utilizing information provided by your contractor. As such, record drawings illustrate the contractor’s data, not necessarily “as-built” conditions. We are not responsible for assuring the accuracy of contractor data, nor are we responsible for obtaining any field data, beyond that specifically described herein, in preparing Record Drawings.
3. We will then submit the Record Drawings to the appropriate authorities.

PROPOSED SCHEDULE

Unless you tell us otherwise, we will begin to schedule work on the project as soon as you accept this Contract and return it to us with your signature. Through this Contract you acknowledge that, as well as your understanding that municipalities and regulatory agencies may also require subsequent revision to the plans.

FEES - BASIC SCOPE OF SERVICES

We agree to provide the Basic Scope of Services listed above in exchange for your payment of the following fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Boundary Survey</td>
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</tr>
<tr>
<td>B. Topographic Survey Services</td>
<td>To be supplied by Client in AutoCAD format</td>
</tr>
<tr>
<td>C. Preliminary Plat Services</td>
<td>For a Lump Sum Fee of $ 3,500.00</td>
</tr>
<tr>
<td>D. Improvement Plans &amp; Bidding Assistance</td>
<td>For a Lump Sum Fee of $ 9,500.00</td>
</tr>
<tr>
<td>E. Sanitary Sewer Lift Station</td>
<td>For a Lump Sum Fee of $ 15,000.00</td>
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<tr>
<td>F. Construction Staking Services</td>
<td>For a Lump Sum Fee of $ 8,000.00</td>
</tr>
<tr>
<td>G. Final Plat Services</td>
<td>For a Lump Sum Fee of $ 5,000.00</td>
</tr>
<tr>
<td>H. Construction Phase Services</td>
<td>For a Lump Sum Fee of $ 5,000.00</td>
</tr>
<tr>
<td>I. Record Drawings</td>
<td>For a Lump Sum Fee of $ 2,000.00</td>
</tr>
</tbody>
</table>

J. Reimbursable Costs - You also agree to reimburse us for outside services, such as subconsultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost.
BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the Basic Scope of Services we have provided as well as for any additional services you requested in the following manner:

A. For any services we provide, we will bill you on a monthly basis for services provided to date.
B. For any fees for Reimbursable Costs, we will bill you on a monthly basis for actual costs plus any markup.

Should submission of any of the surveys, studies, plats or plans above be unduly delayed by you, by any regulatory review or agency, or by any other event that is not within our control, we reserve the right to bill you for the percentage of services provided to date, and to then bill for the balance of any lump sum fee upon eventual submission.

For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 11/2 percent per month for any balance unpaid.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you cannot retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

INFORMATION WE NEED FROM YOU

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

1. A current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it.
2. An electronic CAD file of the topographic survey of the project site in an AutoCAD 2012 format so that we can import it into our plans. The drawing of the building must be accurate, with correct angles, dimensions and form a closed geometric shape. Since architects often rely upon printed rather than electronic versions of drawings, some may not be as concerned with accuracy to this level. However, precision in those drawings is vital when constructing staking and layout may be performed from the electronic data. You agree that when providing us with any such data from someone else, our scope of work does not include resolving errors or inaccuracies in those data, and that we are not obligated to do so without additional compensation.
3. Any additional information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

ADDITIONAL SERVICES

You may request that we provide any additional services not included in the Basic Scope of Services above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the Basic Scope of Services listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.
EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our Basic Scope of Services. Specifically Excluded Services are:

1. Preparing applications to EDA for grant funds. Typical cost for grant application preparation is $2,500.00.
2. Preparing an Intersection Design Study or construction plans for any Illinois Route 161 Improvements.
3. Performing any geo-technical or soils testing.
4. Performing any environmental assessment.
5. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
6. Designing any irrigation system.
7. Designing any site lighting plan.
8. Performing any water main testing including domestic or fire flow, pressure, or bacteriological testing.
9. Verifying that the work of an architect or any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project.

Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this Contract as Attachment II – Schedule of Insurance. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability / Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, "reasonably affordable" and "commercially available" mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

RIGHT OF ENTRY

Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our Basic Scope of Services listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

You also agree to obtain and grant to us permission to erect a sign on the project site, should we choose to do so, identifying us as the project engineer and/or surveyor, and to allow that sign to remain on site during construction, reasonably protected from damage.

QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.
SPECIFIC TERMS AND CONDITIONS

This Contract is based upon the following specific terms and conditions:

1. The preliminary concept layout you have provided or selected conceptually represents the basic subdivision layout that you desire. We may therefore rely upon that concept in proceeding with design.

2. Although the subdivision may be developed in phases, we will provide the design engineering authorized by this Contract for the entire development at one time.

3. You, and / or the owner, are responsible for paying any and all permit and / or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.

4. This Contract does not provide for any design of fire pumps, fire flow testing, or off-site water main. The contract and our pricing assumes that the closest available water main is located immediately adjacent to the site and is adequate in pressure and capacity to provide service to this development.

5. This Contract does not provide for the design of private utilities including, but not necessarily limited to, natural gas, electric, cable TV, and telephone. The contract and our pricing assumes that the design of said utilities will be undertaken by the respective utility companies.

6. The fees we have quoted for Construction Staking Services assume you will organize and coordination your requests for staking so that our survey crews are able to provide a minimum of four (4) hours of staking services with each trip to the job site. If you regularly request that we provide staking for less than this four hour minimum, we will incur additional travel time between our office and the job site, the cost of which has not been included in our fee. We may therefore invoice you for these as additional services and as an additional cost to this Contract.

7. The construction staking scope of work, and therefore the fees we have quoted to you, do not include any staking for sanitary sewer laterals, water meter locations, or utility conduit locations.

8. As noted earlier, any time required to re-stake structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract.

9. In order to insure that you are aware of requests for restaking, and in order to make sure that you are approving the additional costs for that staking, all requests from your selected General Contractor or Sub-Contractors for construction staking services should be routed through you to us.

10. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency or municipality. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.

11. If we have agreed to a lump sum fee for our services, that fee, as proposed, does not include generating multiple versions of the civil engineering site design, or making continual revisions to the civil engineering site design resulting from multiple revisions to architectural plans.

12. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.

13. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.

14. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
15. When we submit any plans, plats or documents to the reviewing municipality, we do so in accordance with their codes and regulations, unless you are seeking a variance or unless you are attempting some other relief from the enforcement of those codes. Municipalities may or may not grant such relief. They may also impose additional demands upon the project and plans, some of which may be arbitrary or discretionary and therefore not clearly defined or discernable in the codes. Therefore, following your approval and the subsequent submission of any plans or plats to the reviewing municipal authorities, any revisions required by the municipality that in our opinion require significant change and are not prompted by our error or omission, may be invoiced to you as additional services and as an additional cost to this Contract.

16. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.

17. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.

ATTACHMENTS

The following are attached to this Contract and are hereby incorporated into the Contract and made part of it by this reference.

ATTACHMENT I: GENERAL TERMS AND CONDITIONS

ATTACHMENT II: SCHEDULE OF INSURANCE
ACCEPTANCE

This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this CONTRACT on this _______ day of January 2015.

CITY OF FAIRVIEW HEIGHTS

Gail Mitchell
Mayor, City of Fairview Heights

Address for giving notices:
10025 Bunkum Road
Fairview Heights, Illinois 62208
Tel. No. 618-489-2000
Fax No. 618-489-2099
E-Mail: mmailly@cofh.org

THOUVENOT, WADE & MOERCHEN, INC.

Marsha J. Malley, P.E.
Land Development Manager

Address for giving notices:
4940 Old Collinsville Road
Swansea, Illinois 62226
Tel. No. (618) 624-4488
Fax No. (618) 624-8688
E-Mail: mmalley@twm-inc.com

ARROWHEAD BUILDING SUPPLY INC.

Larry Saxe
Vice-President - Owner

Address for giving notices:
13 Guenther Blvd
St. Peters, Missouri 63376
Tel. No. 314-565-3190
Fax No. 636-970-2250
E-Mail: larry@arrowheadbuildingsupply.com
ATTACHMENT I - GENERAL TERMS AND CONDITIONS

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ASSIGNMENT. Neither you or we can transfer, sublet or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: if you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day’s prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as any adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- CERTIFY, CERTIFICATION: A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- COST ESTIMATE: An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognize that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated prices of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- DAY, DAYS: The term “day” means a calendar day of 24 hours. The term “days” means consecutive calendar days of 24 hours each, or any fraction of a single day.
- INSPECT, INSPECTION: The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor’s performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor’s safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- RECORD DOCUMENTS: Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and/or others showing significant changes in the Work made during construction. Some refer to these as “as built”, but because Record Documents are prepared using unverified information provided by others, we don’t make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words “us”, “we”, and “our” they generally refer to TWI INC., as well as our officers, partners, employees, agents and subconsultants.
- When you see the words “you” or “your”, they generally refer to you as the CLIENT, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some “design” services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE: DELAYS. We will perform services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.

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ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.I.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey/plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them; and, 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arise or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

ENVIRONMENTAL & HEALTH HAZARDS. Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and/or remove any hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

CHANGED CONDITIONS. Once this Contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we can agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

STANDARDS OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exerted by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required reports to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subcontractors at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction. In accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that you will further protect all of us, you, we, and any subcontractors we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG-20 10-11-85, unless a different form is proposed and accepted by us.

CONFIDENTIALITY. If any data or information furnished to us by you is marked CONFIDENTIAL, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity other than our own employees, any subcontractors working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notice required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent. You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent. You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent. You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

CONFIDENTIAL COMMUNICATIONS. In some cases, you may ask us to provide you with an opinion about the past performance, current performance, or the qualifications of other entities under contract to you, or who you are considering for contracts. We assume that if you ask us to do so, you want a candid answer. However, we may be reluctant to provide a frank report or opinion that is not favorable, if you intend that we share that report or opinion with others. You therefore agree to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you failed to do so, or because we provided any such confidential opinions or reports to you or to your agents.

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ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Myler set of final plans for the project, and grant a limited royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

If for some reason your project does require that we provide data in electronic format, the terms of doing so should be negotiated as part of this Contract and reduced to writing herein. In that case, if you have paid us in full for the services provided under this Contract, we will supply you with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability form. By your signature on this form you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work. We make no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files we might provide. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLEMENTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are changed, completed or approved by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also cannot be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: in other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by you or our employees, agents, subconsultants, or subcontractors. CONSEQUENTIAL damages include, but are not limited to, loss of use and loss of profit.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe existence of those conditions and can not otherwise determine their existence. You agree not to make the recollection of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

CONTINGENCY. You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and / or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our subconsultants with respect to such increased costs.

NON-SOLICITATION OF EMPLOYEES. During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire any of our employees.
ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require that all independent contractors and consultants include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event that this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all your contracts with subcontractors and other entities involved in this project to carry out the intent of this Section.

FAIL TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1 1/2%) percent per annum, or such lower interest as we may agree, on any unpaid balance due. In addition, you agree to pay all costs and expenses incurred in enforcing this Contract against you and all claims, losses, damages, and expenses, including reasonable attorneys' fees, interest, and costs of collection.

SUSPENSION OF SERVICES. We may suspend or terminate services if you pay our invoices within ten (10) days of our demand or if you do not pay the amount due within thirty (30) days of our demand. You agree to pay all costs and expenses incurred in enforcing this Contract against you and all other expenses caused by such suspension.

MECHANICS LIEN. You agree to pay all costs and expenses caused by your mechanics lien, including attorneys' fees, interest, and costs of collection.

LEGAL ACTION. We may file suit against you to enforce the payment provisions of this Contract.

GENERAL INDEMNIFICATIONS. We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, or those of anyone for whom we are legally liable.

You agree to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any matter whatsoever for our own negligence. We are not obligated to indemnify you in any matter whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, default to, and shall not exceed, $25,000. This limitation applies regardless of cause of action or legal theory, or otherwise.

You agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a court of fact to have been caused by our sole or gross negligence or our willful misconduct.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.
## JANUARY PAYMENT APPROVAL REPORT
### 1/1/2015 - 1/31/2015

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### JANUARY PAYMENT APPROVAL REPORT

1/1/2015 - 1/31/2015

#### Vendor Name | Merchant Name | Description | Invoice Number | PO No | Invoice Date | Amount Paid
---|---|---|---|---|---|---
ED ROEHR SAFETY PRODUCTS | UNIFORM BELT, INNER BELT, CUFF CASE | 421880 | 63885 | 12/23/2014 | $53.51
HEROS IN STYLE | CPA UNIFORM PANTS | 93 | 63380 | 12/29/2014 | $39.99
HEROS IN STYLE | (2) BADGES | 134734-2 | 63407 | 11/20/2014 | $234.00
HEROS IN STYLE | UNIFORMS FOR NEW HIRE PATROL OFFICER | 135726 | 63526 | 1/13/2015 | $744.11
HEROS IN STYLE | HANDCUFFS, (2) SHACKLES | 294 | 63530 | 1/7/2015 | $94.50
HEROS IN STYLE | UNIFORM SHIRT, ZIPPER, HASH MARKS | 134254 | 63531 | 11/4/2014 | $74.94
WRIGHT EXPRESS FINANCIAL SVCS CORP | KOHLS | Clothing Allowance | 35400134574 | 1/21/2015 | $60.68
WRIGHT EXPRESS FINANCIAL SVCS CORP | LEON UNIFORM CO. | (9) Uniform Shirts | 340537 | 1/16/2015 | $260.14
WRIGHT EXPRESS FINANCIAL SVCS CORP | SPECTRA GRAPHICS | Embroidery on Uniform Shirts | 26770 | 1/19/2015 | $115.00
001-110-5-426-00 SUBSCRIPTIONS-BOOKS | AMAZON | Reference Material | 1027664911 | 1/26/2015 | $36.94
WIRELESS USA | REPAIR UPS BACKUP ON RADIO TOWER- DISPATCH | 228951 | 63384 | 12/15/2014 | $49.00
001-110-5-470-00 MINOR EQUIPMENT | MOTOROLA SOLUTIONS, INC. | (20) PORTABLE RADIO BATTERIES | 13038662 | 11/18/2014 | $1,215.60
WATSON'S OFFICE CITY | INK CARTRIDGES FOR VIDEO DISK PRINTER | 0220017-IN | 63569 | 12/8/2014 | $289.85
WRIGHT EXPRESS FINANCIAL SVCS CORP | HEADSETS.COM | (4) Replacement Batteries and Parts for T/C Headsets | CN517951 | 1/28/2015 | $209.75
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | (100) Zip Ties for Gun Packaging in Evidence | 10624 | 1/27/2015 | $12.94
WRIGHT EXPRESS FINANCIAL SVCS CORP | SIRCHIE | Evidence Tape, Drug Tests | 0191315-IN | 1/2/2015 | $183.72
WRIGHT EXPRESS FINANCIAL SVCS CORP | SOUTHWEST AIRLINES | ICSC Idea Exchange Airfare & Agent Fee | FLIGHT FOR ICSC | 1/15/2015 | $371.70
BELLEVILLE NEWS DEMOCRAT | subscription | 26 WK SUBSCRIPTION | 63555 | 1/26/2015 | $93.60
AMERICOM IMAGING SYSTEMS INC | contract base charge | 1/17/2015 - 04/16/2015 | 160696 | 63490 | 1/5/2015 | $855.00
GREATAMERICA LEASING CORP | HP 26100PS 43 plotter | 16424896 | 63504 | 1/19/2015 | $479.33
US BANCORP EQUIP FINANCE | Contact payment | 268948494 | 63371 | 12/25/2014 | $210.00
US BANCORP EQUIP FINANCE | Contact payment | 269214490 | 63375 | 12/28/2014 | $180.22
AT&T | service | 6183985723 | 67 | 63378 | 12/28/2014 | $768.02
AT&T | service | 618397061801 15 | 63503 | 1/10/2015 | $254.02
VERIZON WIRELESS | SERVICE | 9738271107 | 63476 | 1/3/2015 | $646.33
WRIGHT EXPRESS FINANCIAL SVCS CORP | CLEARWAVE | Phone | 98820047704-1 | 1/2/2015 | $836.70

**Total POLICE DEPARTMENT:**

$90,738.10 $76,188.53

**ADMINISTRATION**

001-115-5-112-00 HEALTH & LIFE INS
GUARDIAN LIFE INSURANCE CO | Administration | FEB 15 LIFE INS. | 63553 | 1/23/2013 | $326.22
UNITED HEALTHCARE INS CO | Administration | CO036715090 | 63470 | 1/13/2015 | $3,970.14
001-115-5-207-00 TRAVEL & MEETING EXP
WRIGHT EXPRESS FINANCIAL SVCS CORP | DOUBLETREE | ICSC Idea Exchange Lunch | ICSC MEAL | 1/29/2015 | $17.16
WRIGHT EXPRESS FINANCIAL SVCS CORP | HAPPY YELLOW CHECKER CAB | ICSC Idea Exchange Cab Fee | ICSC CAB FEES | 1/15/2015 | $19.00
WRIGHT EXPRESS FINANCIAL SVCS CORP | ICSC | ICSC Idea Exchange Registration | 1506830 | 1/16/2015 | $180.00
001-115-5-302-00 PUBLIC RELATIONS
BELLEVILLE NEWS DEMOCRAT | subscription | 26 WK SUBSCRIPTION | 63555 | 1/26/2015 | $93.60
001-115-5-304-00 EQUIPMENT RENTAL
AMERICOM IMAGING SYSTEMS INC | contract base charge | 1/17/2015 - 04/16/2015 | 160696 | 63490 | 1/15/2015 | $855.00
GREATAMERICA LEASING CORP | HP 26100PS 43 plotter | 16424896 | 63504 | 1/19/2015 | $479.33
US BANCORP EQUIP FINANCE | Contact payment | 268948494 | 63371 | 12/25/2014 | $210.00
US BANCORP EQUIP FINANCE | Contact payment | 269214490 | 63375 | 12/28/2014 | $180.22
AT&T | service | 6183985723 | 67 | 63378 | 12/28/2014 | $768.02
AT&T | service | 618397061801 15 | 63503 | 1/10/2015 | $254.02
VERIZON WIRELESS | SERVICE | 9738271107 | 63476 | 1/3/2015 | $646.33
WRIGHT EXPRESS FINANCIAL SVCS CORP | CLEARWAVE | Phone | 98820047704-1 | 1/2/2015 | $836.70
**JANUARY PAYMENT APPROVAL REPORT**

**1/1/2015 - 1/31/2015**

<table>
<thead>
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<th>Invoice Number</th>
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**Total ADMINISTRATION:** $21,913.46 $10,460.09

**PW ENGINEERING**

**001-120-5-112-00 HEALTH & LIFE INS**

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**001-120-5-207-00 TRAVEL & MEETING EXP**

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**001-120-5-220-00 BONDS, NOTARY FEES**

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**001-120-5-225-00 MEMBERSHIP DUES**

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**001-120-5-320-00 TECH & OUTSIDE SVCS**

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### JANUARY PAYMENT APPROVAL REPORT
1/1/2015 - 1/31/2015

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**Total PW Engineering:**

$29,185.57 $21,933.23
## JANUARY PAYMENT APPROVAL REPORT
1/1/2015 - 1/31/2015

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**Total PW VEHICLE MAINTENANCE:**

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<th>Invoice Number</th>
<th>PO No</th>
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<th>Invoice Amount</th>
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**Total PW VEHICLE MAINTENANCE:**

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**PARKS DEPARTMENT**

001-140-5-112-00 HEALTH & LIFE INS

2/5/2015
## JANUARY PAYMENT APPROVAL REPORT

**1/1/2015 - 1/31/2015**

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| Vendor | Reimbursement for Education - Lindenwood College | EDUCATION REIMB | 63575 | 1/27/2015 | $2,821.05 | - |

### 001-140-5-207-00 TRAVEL & MEETING EXP

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### 001-140-5-230-00 SAFETY PROGRAM

| Vendor | Chaps for Chainsaw Use | RUAL KING | 179761 | 1/23/2015 | $74.99 | - |

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### 001-140-5-425-00 UNIFORM PURCHASE

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<tr>
<td>WRIGHT EXPRESS FINANCIAL SVCS CORP</td>
<td>(2) Pair Staff Uniform Pants - JG</td>
<td>RUAL KING</td>
<td>1701807</td>
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### 001-140-5-470-00 MINOR EQUIPMENT

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<tr>
<td>WRIGHT EXPRESS FINANCIAL SVCS CORP</td>
<td>Camera Case and SD Card</td>
<td>BEST BUY</td>
<td>1105750</td>
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<td>WRIGHT EXPRESS FINANCIAL SVCS CORP</td>
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### 001-140-5-480-00 SUPPLIES

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<td>BEELMAN LOGISTICS LLC</td>
<td>AG Lime for Walking Trail at MP</td>
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<td>417738</td>
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<td>TEMPLE DISPLAY LTD</td>
<td>F-C7 BULBS &amp; AMBER FLAME TIP LED LAMPS</td>
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<td>12934</td>
<td>12/4/2014</td>
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2/5/2015
## JANUARY PAYMENT APPROVAL REPORT
### 1/1/2015 - 1/31/2015

### Vendor Name | Merchant Name | Description | Invoice Number | PO No | Invoice Date | Amount | Amount Paid
--- | --- | --- | --- | --- | --- | --- | ---
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Bolts to Replace Hanging Brackets for Pole Decorations | 2043 | 1/14/2015 | $21.66 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Replacement Plugs for Power Cords | 2607 | 1/26/2015 | $27.92 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Paint Supplies, Brushes and Stain for Picnic Tables | 2057 | 1/28/2015 | $91.52 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Hardware for Picnic Tables/Drill Bits | 2823 | 1/21/2015 | $427.15 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Stain and Materials for Applying Stain to Picnic Tables | 23891 | 1/8/2015 | $184.63 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Plastic Bins for Christmas Decorations | 38213 | 1/9/2015 | $17.96 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Metal Cutting Saw Blades | 40238 | 1/27/2015 | $18.98 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | LOWES | Fuses | 23560 | 1/5/2015 | $30.57 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | NUWAY | Replacement Heaters for MP Shed | 717106 | 1/14/2015 | $355.00 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | OFFICE MAX | Bookends, Cardstock, Batteries, Gluesticks & Labels | 379019679 | 1/28/2015 | $71.34 | - |
WRIGHT EXPRESS FINANCIAL SVCS CORP | WATSONS | 2015 Calendar | 5506-1 | 12/2/2014 | $20.10 | - |

**Total PARKS DEPARTMENT:**
- **24,822.91**
- **17,327.17**

### PW MUNICIPAL COMPLEX

**001-150-5-112-00** HEALTH & LIFE INS
- GUARDIAN LIFE INSURANCE CO Municipal Complex | FEB 15 LIFE INS | 63553 | 1/23/2015 | $264.44 | - |
- UNITED HEALTHCARE INS CO Municipal Complex | | 63470 | 1/13/2015 | $3,093.57 | - |

**001-150-5-307-00** ELECTRIC UTILITY
- CASEYVILLE TOWNSHIP SEWER ACCT NO 80000-07522, CH 2 & 3 FLOORS, 12/18/14 - 01/21/15 | 63558 | 1/23/2015 | $1,146.05 | - |
- CASEYVILLE TOWNSHIP SEWER ACCT NO 014834 18802, PD, 12/02/14 - 01/02/15 | 63543 | 1/21/2015 | $420.65 | - |

**001-150-5-308-00** WATER UTILITY
- O'FALLON WATER & SEWER DEPT ACCT NO 8695 18802, GRG, 12/02/14 - 01/05/15 | 63541 | 1/20/2015 | $50.72 | - |
- O'FALLON WATER & SEWER DEPT ACCT NO 14301 18802, CH, 12/02/14 - 01/02/15 | 63542 | 1/21/2015 | $810.60 | - |

**001-150-5-309-00** GAS UTILITY
- AMEREN ILLINOIS ACCT NO 01146-99050, GAS SERVICE, PKS, 11/18/14 - 12/18/14 | 63397 | 1/2/2015 | $210.80 | - |

**001-150-5-310-00** MAINTENANCE TO EQUIP
- TECH ELECTRONICS INC FIRE ALARM INSPECTION | (1)41228310 | 63538 | 1/27/2015 | $1,310.01 | - |

**001-150-5-320-00** TECH & OUTSIDE SVCS
- CAPES ELECTRICAL SUPPLY LIGHT FOR GAS PUMP, CITY GRG | S200657140.001 | 63557 | 1/16/2015 | $92.39 | - |

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<td>10.32 T COLD PATCH @ $120.00/T, ST PATCHING</td>
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2/5/2015
## JANUARY PAYMENT APPROVAL REPORT

1/1/2015 - 1/31/2015

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<th>Vendor Name</th>
<th>Merchant Name</th>
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<th>Invoice Number</th>
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2/5/2015
### JANUARY PAYMENT APPROVAL REPORT

**1/1/2015 - 1/31/2015**

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2/5/2015

11
### JANUARY PAYMENT APPROVAL REPORT

**1/1/2015 - 1/31/2015**

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**009-170-5-450-00 MAINTENANCE TO EQUIP**

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**TIF #3 - LINCOLN TRAIL**

**LAND USE & DEVELOPMENT**

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**PARKS PROGRAMS FUND**

**PARKS PROGRAMS FUND**

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**PARKS DEPARTMENT**

**015-140-5-320-00 TECH & OUTSIDE SVCS**

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<td>1/12/2015</td>
<td>$852.70</td>
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<td>WRIGHT EXPRESS FINANCIAL SVCS CORP</td>
<td>SUNNY BUNNY Easter Egg Hunt - Early Order</td>
<td></td>
<td>16679</td>
<td>1/8/2015</td>
<td>$889.51</td>
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<td><strong>015-140-5-480-00 SUPPLIES</strong></td>
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**WRIGHT EXPRESS FINANCIAL SVCS CORP**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Merchant Name</th>
<th>Description</th>
<th>Invoice Number</th>
<th>PO No</th>
<th>Date</th>
<th>Amount</th>
<th>Amount Paid</th>
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<tbody>
<tr>
<td>WRIGHT EXPRESS FINANCIAL SVCS CORP</td>
<td>SAMs Food Coop (Paper Bags)</td>
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<td>28794878091</td>
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<td>WRIGHT EXPRESS FINANCIAL SVCS CORP</td>
<td>SAMs Sr Lunch - Jan - Rolls</td>
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<td>4658285012</td>
<td>1/7/2015</td>
<td>$3.98</td>
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2/5/2015
## JANUARY PAYMENT APPROVAL REPORT

### 1/1/2015 - 1/31/2015

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Merchant Name</th>
<th>Description</th>
<th>Invoice Number</th>
<th>PO No</th>
<th>Date</th>
<th>Amount</th>
<th>Amount Paid</th>
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</thead>
<tbody>
<tr>
<td><strong>Total PARKS DEPARTMENT:</strong></td>
<td></td>
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<td>$2,961.22</td>
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<td><strong>Total PARKS PROGRAMS FUND:</strong></td>
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<td><strong>LOCAL POLICE ESCROW FUND</strong></td>
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<tr>
<td><strong>POLICE DEPARTMENT</strong></td>
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<tr>
<td><strong>016-110-5-801-00 OVERTIME</strong></td>
<td>CITY OF FAIRVIEW HEIGHTS</td>
<td>OT REIMBURSEMENT</td>
<td>63401</td>
<td>63401</td>
<td>1/6/2015</td>
<td>$15,442.58</td>
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<td><strong>016-110-5-840-00 OTHER</strong></td>
<td>FAIRVIEW HEIGHTS ANIMAL CLINIC</td>
<td>K9 VACCINATIONS, HEARTWORMS MEDS</td>
<td>128428</td>
<td>63382</td>
<td>12/16/2014</td>
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<td>(2) BADGES</td>
<td>134734</td>
<td>63405</td>
<td>11/20/2014</td>
<td>$234.00</td>
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<td>RAY O'HERRON CO INC</td>
<td>PURCHASE OF (3) GLOCKS, FROM DONATION MONEY</td>
<td>1500509-IN</td>
<td>63400</td>
<td>1/5/2015</td>
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<td>RON WHITESIDE COMMUNICATIONS</td>
<td>OUTFIT 2013 CHEVY TAHOE</td>
<td>26253</td>
<td>63383</td>
<td>12/26/2014</td>
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<td>SIGNS 'N' SUCH</td>
<td>VEHICLE LETTERING ON FORD EXPLORER</td>
<td>12807</td>
<td>63524</td>
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<td>WRIGHT EXPRESS FINANCIAL SVCS CORP</td>
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<td><strong>OPEB FUND</strong></td>
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<td><strong>CITY CLERK DEPARTMENT</strong></td>
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<td><strong>030-100-5-112-00 HEALTH &amp; LIFE INS</strong></td>
<td>GUARDIAN LIFE INSURANCE CO</td>
<td>Duty Disability</td>
<td>FEB 15 LIFE INS.</td>
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<td>Retired</td>
<td>FEB 15 LIFE INS.</td>
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<td><strong>Total OPEB FUND:</strong></td>
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Motion for approval for the amount of $2,921,053.79