City of Fairview Heights
City Council Meeting Agenda
March 19, 2019
7:00 P.M.

A. Call to Order
B. Pledge of Allegiance
C. Invocation
D. Roll Call
E. Public Participation

F. Consent Agenda:
   City Council Minutes – February 19, 2019
   Finance Director’s Report
   Presentation of Bills: $2,844,657.37

G. Committee Reports
H. Communications from Mayor
I. Communications from Elected Officials

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS


 Proposed Resolution No. 13-’19, a Resolution of understanding, commitment, and support for the Lower Silver Creek Watershed Plan (LSCWP). (Operations Committee)

 Proposed Resolution No. 14-’19, a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Rooters American Maintenance DBA Rooters Asphalt for the Susan Court Asphalt Overlay Project. (Operations Committee)

 Proposed Resolution No. 15-’19, a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Kinney Contractors, Inc. for the Longacre Drive Joint Repair Project. (Operations Committee)
[K. NEW BUSINESS – continued]

Proposed Resolution No. 16-'19, a Resolution authorizing the Mayor to enter into an agreement for provisions of Group Medical, Dental, Vision and Life Insurance Coverage for employees of the City of Fairview Heights effective May 1, 2019 through April 30, 2020. (Administration Committee)

L. ADJOURNMENT
CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MINUTES  
FEBRUARY 19, 2019

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

ROLL CALL

Roll call of Aldermen present: Roger Lowry, Ryan Vickers, Bill Poletti, Frank Menn, Pat Baeske, Brenda Wagner, Harry Zimmerman and Pat Peck. Aldermen Denise Williams and Joshua Frawley were absent. Mayor Mark Kupsky was out of town on business. City Clerk Karen J. Kaufhold and City Attorney Garrett Hoerner were also present.

PUBLIC PARTICIPATION

None.

CONSENT AGENDA

Alderman Baeske moved to approve the February 5th City Council minutes, the Finance Director’s Report and the bills and invoice presented for payment in the amount of $3,065,454.60. Seconded by Alderman Poletti. Motion carried. Roll call on the motion showed Aldermen Lowry, Vickers, Poletti, Menn, Baeske, Wagner, Zimmerman and Peck voting “Yea.” Aldermen Williams and Frawley were absent. Motion passed on 8 yeas and 2 absent.

COMMITTEE REPORTS

Alderman Lowry announced the Community Committee meeting will be held on February 21st, 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Alderman Lowry welcomed two new Ward Four residents who were attending the City Council meeting; Alderman Lowry stated Mayor Kupsky sent his regrets for his absence.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Vickers stated that he will not be able to attend the Community Committee meeting.
COMMUNICATIONS FROM ELECTED OFFICIALS - continued

City Clerk Kaufhold introduced Kathy Frawley and stated that she had recently received the status of Registered Municipal Clerk from the Municipal Clerks of Illinois and also reached the status of Certified Municipal Clerk from the International Institute of Municipal Clerks.

UNFINISHED BUSINESS

None.

NEW BUSINESS


Proposed Resolution No. 6-'19, a Resolution authorizing the Mayor to enter into an agreement with the Fource Group to create a Recruitment Strategy and Communication Plan for the Police Department. Motion made by Alderman Peck. Seconded by Alderman Poletti. Roll call on Proposed Resolution No. 6-'19 showed Aldermen Lowry, Vickers, Poletti, Menn, Baeske, Wagner, Zimmerman and Peck voting “Yea.” Aldermen Williams and Frawley were absent. Proposed Resolution No. 6-'19 passed on 8 yeas and 2 absent. Proposed Resolution No. 6-'19 now becomes RESOLUTION NO. 4263-2019.

Proposed Resolution No. 7-'19, a Resolution authorizing the City and the Police Department adopt the 10 Shared Principles to build trust between Law Enforcement and Communities of Color. Motion made by Alderman Vickers. Seconded by Alderman Baeske. Proposed Resolution No. 7-'19 passed on a voice vote. Proposed Resolution No. 7-'19 now becomes RESOLUTION NO. 4264-2019.

Proposed Resolution No. 8-'19, a Resolution authorizing the Mayor to enter into an agreement with the Fource Group to develop an Interactive Website for the City of Fairview Heights Police Department. Motion made by Alderman Peck. Seconded by Alderman Wagner.
NEW BUSINESS – continue – Proposed Resolution No. 8-'19

Roll call on Proposed Resolution No. 8-'19 showed Aldermen Lowry, Vickers, Poletti, Menn, Baeske, Wagner, Zimmerman and Peck voting “Yea.” Aldermen Williams and Frawley were absent. Proposed Resolution No. 8-'19 passed on 8 yeas and 2 absent. Proposed Resolution No. 8-'19 now becomes RESOLUTION NO. 4265-2019.

Proposed Resolution No. 9-'19, a Resolution authorizing the Mayor to sell five Fujius Stylistic Tablets and five Lund tablet stands to the Clinton County Sheriff’s Department. Motion made by Alderman Wagner. Seconded by Alderman Vickers. Roll call on Proposed Resolution No. 9-'19 showed Aldermen Lowry, Vickers, Poletti, Menn, Baeske, Wagner, Zimmerman and Peck voting “Yea.” Aldermen Williams and Frawley were absent. Proposed Resolution No. 9-'19 passed on 8 yeas and 2 absent. Proposed Resolution No. 9-'19 now becomes RESOLUTION NO. 4266-2019.


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

Meeting adjourned at 7:09 P.M.

Respectfully submitted,

KAREN J. KAUFHOLD
CITY CLERK
Budget Meeting

The FY 19-20 Budget Review will be continued on Tuesday, March 19, 2019 immediately following the City Council Meeting.

Legislation

- The February Bill List was approved by the Finance Committee in the amount of $2,844,657.37 to be forwarded to City Council.
- Insurance Renewal Rates

Sales Tax Information

Attached is the sales tax trend analysis report for March 2019. These numbers reflect sales tax collected in December 2018. This month compared to last year is down approximately $64,749.21 (6.9% decrease). As we head into our final month of the fiscal year, revenues overall have stay flat with a decrease of less than 1%.
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<td>MAY</td>
<td>$629,863.98</td>
<td>$601,011.50</td>
<td>$584,713.94</td>
<td>$586,147.75</td>
<td>$632,285.33</td>
<td>$571,553.40</td>
<td>$553,114.13</td>
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<td>JUN</td>
<td>$692,902.50</td>
<td>$655,667.46</td>
<td>$647,401.33</td>
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<td>$696,077.63</td>
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<td>$676,704.83</td>
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<td>$578,187.49</td>
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<td>$576,220.16</td>
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<td>AUG</td>
<td>$602,449.00</td>
<td>$586,795.92</td>
<td>$593,876.18</td>
<td>$607,839.70</td>
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<td>1.2%</td>
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<td>SEP</td>
<td>$663,854.82</td>
<td>$610,055.28</td>
<td>$579,381.42</td>
<td>$653,462.36</td>
<td>$679,234.60</td>
<td>$613,955.54</td>
<td>$623,578.60</td>
<td>1.6%</td>
<td>$9,613.06</td>
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<td>OCT</td>
<td>$572,075.75</td>
<td>$554,178.50</td>
<td>$550,782.54</td>
<td>$573,059.41</td>
<td>$572,368.09</td>
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<td>$540,557.44</td>
<td>13.4%</td>
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<td>NOV</td>
<td>$620,158.32</td>
<td>$574,589.49</td>
<td>$579,500.49</td>
<td>$642,921.78</td>
<td>$599,121.43</td>
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<td>$528,825.80</td>
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<td>YTD TOTAL</td>
<td>$7,859,530.79</td>
<td>$7,329,664.71</td>
<td>$7,521,331.93</td>
<td>$6,802,934.82</td>
<td>$7,688,427.09</td>
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<td>$(64,137.24)</td>
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<td>YTD CHANGE</td>
<td>1.0%</td>
<td>-6.7%</td>
<td>2.6%</td>
<td>-9.6%</td>
<td>-2.0%</td>
<td>-3.8%</td>
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<td>MONTHLY AVG</td>
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<td>$610,805.39</td>
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3/14/2019
PROPOSED RESOLUTION NO. 12-'19


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

SECTION 1. AMENDMENT. Amendment of Resolution No. 4208-2018, under FULL-TIME – ADMINISTRATION, reading as follows:

ADMINISTRATION:

FULL TIME:

Secretary Administrative Assistant Grade 6 One (1)
Information Systems Specialist Grade 5 One (1)
IT Analyst Grade 4 One (1)
Human Resource Specialist – Management Level V Grade 7 One (1)
Administrator

SECTION 2. AMENDMENT. Amendment of Resolution No. 4208-2018, under FULLTIME CIVILIAN – LAW ENFORCEMENT, reading as follows:

LAW ENFORCEMENT:

FULL TIME CIVILIAN:

Administrative Secretary Administrative Assistant Grade 6 One (1)
Records Clerk Grade 3 One (1)
Community Service Officer Grade 4 Two (2)
Civilian Supervisor Grade 7 One (1)
SECTION 3. AMENDMENT. Amendment of Resolution No. 4208-2018, under FULL TIME – PUBLIC WORKS DEPARTMENT ENGINEERING, reading as follows:

PUBLIC WORKS DEPARTMENT ENGINEERING:

FULL TIME:

Director One (1)
City Engineer One (1)
Supervisor – Management Level IV One (1)
Lead Laborer – Public Works Two (2)
Laborer – Streets Seven (7)
Secretary Administrative Assistant Grade 6 One (1)

SECTION 4. AMENDMENT. Amendment of Resolution No. 4262-2019, under FULL TIME – PARKS AND RECREATION, reading as follows:

PARKS AND RECREATION:

FULL TIME:

Director One (1)
Parks Supervisor Grade 8 One (1)
Recreation Supervisor Grade 7 One (1)
Office Staff/Secretary Administrative Assistant Grade 6 One (1)
Recreation Assistant/Facility Rentals Specialist Grade 3 One (1)
Lead Laborers Two (2)
Laborers Four (4)

SECTION 5. PASSAGE. This Resolution shall be in full force an effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHT

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
PROPOSED RESOLUTION NO. 13-'19

A RESOLUTION OF UNDERSTANDING, COMMITMENT, AND SUPPORT FOR THE LOWER SILVER CREEK WATERSHED PLAN (LSCWP).

WHEREAS, the City of Fairview Heights has worked with surrounding communities as the Air Force P4 Community Partnership Stormwater Working Group to oversee the development of the LSCWP, prepared by the Heartlands Conservancy, completed July 30, 2018 and approved by the Illinois Environmental Protection Agency (IEPA) on August 6, 2018, and

WHEREAS, the LSCWP offers guidance for managing watershed resources on public property, with the intent to encourage voluntary improvements to water quality and stormwater management in the watershed for agricultural, urban, and natural areas and waters, as stated in the Memorandum For Record, received from the Department of the Air Force, Headquarters 375th Air Mobility Wing, Subject: Memorandum of Understanding Regarding the Lower Silver Creek Watershed Plan.

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

That the Mayor and the City Council, on behalf of the City of Fairview Heights, displays the City’s commitment and support on behalf of the Stormwater Working Group for the common goals and objectives found within the LSCWP that will promote healthy natural environments and improve stormwater management resiliency across the watershed, a copy of said Memorandum For Record being attached hereto, made a part hereof, and marked "EXHIBIT A."
This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
MEMORANDUM FOR RECORD

FROM: 375 AMW/CC
St. Clair County
Madison County
Heartlands Conservancy
City of Belleville
City of O'Fallon
City of Mascoutah
City of Fairview Heights
City of Lebanon
Village of Shiloh
Village of Freeburg

SUBJECT: Memorandum of Understanding Regarding the Lower Silver Creek Watershed Plan

1. Our respective communities worked together as the Air Force P4 Community Partnership Stormwater Working Group to oversee development of the Lower Silver Creek Watershed Plan (LSCWP). Our successful effort resulted in the LSCWP, prepared by Heartlands Conservancy, being completed on 30 Jul 18 and approved by Illinois Environmental Protection Agency (IEPA) on 6 Aug 18.

2. The LSCWP offers guidance for managing watershed resources on public property, as well as providing a platform to encourage other watershed stakeholders (landowners, residents, businesses, developers, public agencies, and non-profits) to participate.

3. The plan is not regulatory and does not have the force of law. The intent is to encourage voluntary improvements to water quality and stormwater management in the watershed, for agricultural, urban, and natural areas and waters. It achieves this purpose by prioritizing projects that individually or collectively help to achieve six key goals:

   a. Improve surface water quality
   b. Reduce flooding and mitigate flood damage
   c. Promote environmentally sensitive development
   d. Support healthy habitat
   e. Develop organizational frameworks
   f. Conduct education and outreach

4. This MOU is to display our commitment and support on behalf of the Stormwater Working Group members for the common goals and objectives found within the LSCWP that will promote healthy natural environments and improve stormwater management resiliency across the watershed.

ENABLING RAPID GLOBAL MOBILITY
LESLIE A. MAHER, Colonel, USAF  
Commander, 375th Air Mobility Wing

MARY VANDEVORD  
President/CEO, Heartlands Conservancy

HERB ROACH  
Mayor, City of O’Fallon

MARK KUPSKY  
Mayor, City of Fairview Heights

RICH WILKEN  
Mayor, City of Lebanon

SETH SPEISER  
Mayor, Village of Freeburg

MARK KERN  
Board Chairman, St. Clair County

KURT PRENZLER, CPA  
Board Chairman, Madison County

MARK W. ECKERT  
Mayor, City of Belleville

GERALD DAUGHERTY  
Mayor, City of Mascoutah

JAMES A. VERNIER, II  
Mayor, Village of Shiloh
PROPOSED RESOLUTION NO. 14-‘19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH ROOTERS AMERICAN MAINTENANCE DBA ROOTERS ASPHALT FOR THE SUSAN COURT ASPHALT OVERLAY PROJECT.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the Susan Court Asphalt Overlay project as specified in the proposal; and

WHEREAS, Rooters American Maintenance DBA Rooters Asphalt has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Rooters American Maintenance, DBA Rooters Asphalt, 350 Carter Street, Beckemeyer, IL 62219 for work related to the Susan Court Asphalt Overlay project for the sum of SIXTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS AND THIRTY-ONE CENTS ($68,432.31) pursuant to the proposal documents attached hereto and marked “EXHIBIT A.”

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

PASSED:

APPROVED:  

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK
**Local Public Agency Formal Contract**

**PROPOSAL SUBMITTED BY**

Rooters American Maintenance

<table>
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<tr>
<th>Contractor's Name</th>
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<tr>
<td>350 Carter Street</td>
<td>175</td>
</tr>
<tr>
<td>Street</td>
<td>P.O. Box</td>
</tr>
<tr>
<td>Beckemeyer</td>
<td>IL</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
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**STATE OF ILLINOIS**

**COUNTY**

ST. CLAIR

**CITY OF FAIRVIEW HEIGHTS**

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

**STREET NAME OR ROUTE**

SUSAN COURT

**SECTION NO.**

N/A

**TYPES OF FUNDS**

CITY FUNDS ONLY

☑ SPECIFICATIONS (required) ☑ PLANS (required) ☑ CONTRACT BOND (when required)

---

**For Municipal Projects**

Submitted/Approved/Passed

☑ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

---

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

---

**Department of Transportation**

☐ Concurrence in approval of award

Regional Engineer

Date
1. THIS AGREEMENT, made and concluded the __________ day of ______________________, Month and Year
   between the City __________________________ of Fairview Heights
   acting by and through its City Council ____________________________________ known as the party of the first part, and
   Rooters American Maintenance, D.B.A. Rooters Asphalt ______ his/her/their executors, administrators, successors or assigns,
   known as the party of the second part.

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

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

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

   Attest: __________________________                The Mayor __________ of Fairview Heights __________________________
   __________________________                Clerk
   __________________________                By __________________________
   (Seal) __________                                                               Party of the First Part
   (If a Corporation)

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

   Attest: __________________________
   __________________________                Secretary

   __________________________
   Partners doing Business under the firm name of __________________________
   __________________________                Party of the Second Part
   (If an individual)
   __________________________                Party of the Second Part
We, 

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

__________________

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of ________________, Dollars (__________), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

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

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

PRINCIPAL

(Company Name)  
By: ________________  
(Signature & Title)  
Attest: ________________  
(Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF ___________________________  
I, ___________________________  , a Notary Public in and for said county, do hereby certify that ___________________________
________________________

______________________________
(SEAL)

SURETY

(Name of Surety)  
By: ________________  
(Signature of Attorney-in-Fact)  
(SEAL)

STATE OF ILLINOIS.
COUNTY OF ___________________________  
I, ___________________________  , a Notary Public in and for said county, do hereby certify that ___________________________
________________________

______________________________
(SEAL)

Approved this ________________ day of ______________________ , A.D. ______

Attest: ________________  
(Awarding Authority)

______________________________  
(Clerk)

______________________________  
(Chairman/Mayor/President)
Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY

Rooters American Maintenance
D.B.A. Rooters Asphalt
350 Carter Street/P.O. Box 175
Beckemeyer, IL 62219

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

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE NO. SUSAN COURT
SECTION NO. N/A
TYPES OF FUNDS HOME RULE

SPECIFICATIONS (required) PLANS (required)

For Municipal Projects
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date: 2-6-2019

Department of Transportation
☐ Released for bid based on limited review

Regional Engineer
Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

Sealed proposals for the improvement described below will be received at the office of the City Clerk,

10025 Bunkum Road, Fairview Heights, IL 62208

until 2:00 PM on February 27, 2019

Address

Time

Date

Sealed proposals will be opened and read publicly at the office of Public Works

10025 Bunkum Road, Fairview Heights, IL 62208

at 2:00 PM on February 27, 2019

Address

Time

Date

DESCRIPTION OF WORK

Name

Susan Court Asphalt Overlay

Location

Susan Court and Cari Drive

Length: 1650.00 feet (0.31 miles)

Proposed Improvement

Bituminous Surface Removal, 2" and Replacement with HMA Surface Course N70, 2"

1. Plans and proposal forms will be available in the office of the City Clerk

10025 Bunkum Road, Fairview Heights, IL 62208

Address

2. ☑ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an “Affidavit of Availability” (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. BLR 12200: Local Public Agency Formal Contract Proposal
   b. BLR 12200a Schedule of Prices
   c. BLR 12230: Proposal Bid Bond (if applicable)
   d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
   e. BLR 12326: Affidavit of Illinois Business Office
   f. Project Labor Agreement

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

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

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

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

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

Rooters American Maintenance
D.B.A. Rooters Asphalt
350 Carter Street/P.O. Box 175
Beckemeyer, IL 62219

1. Proposal of

for the improvement of the above section by the construction of Susan Court and Cari Drive with Bituminous Surface Removal, 2" and Replacement with HMA Surface Course N70, 2"

a total distance of 1650.00 feet, of which a distance of 1650.00 feet, (0.310 miles) are to be improved.

2. The plans for the proposed work are those prepared by the City of Fairview Heights and approved by the Department of Transportation on

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

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

5. The undersigned agrees to complete the work within N/A working days or by 04/30/2019 unless additional time is granted in accordance with the specifications.

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

   Fairview Heights Treasurer of

   The amount of the check is ________________________

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

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

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

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

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

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

## Schedule of Prices

<table>
<thead>
<tr>
<th>Route</th>
<th>SUSAN COURT</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>ST. CLAIR</td>
</tr>
<tr>
<td>Local Agency</td>
<td>FAIRVIEW HEIGHTS</td>
</tr>
<tr>
<td>Section</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**RETURN WITH BID**

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>40600990</td>
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<td>21</td>
<td>7.15</td>
<td>150.15</td>
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<tr>
<td>40603315</td>
<td>HMA SC &quot;C&quot; N70 2</td>
<td>TON</td>
<td>650</td>
<td>88.37</td>
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<td>GAL</td>
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<td>8,410.00</td>
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<tr>
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<td>TRAFFIC CONT &amp; PROT</td>
<td>LS</td>
<td>1</td>
<td>100.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**TOTAL** 848,432.31
The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

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

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

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

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

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.
RETURN WITH BID

PAPER BID BOND

WE Rooters American Maintenance, Inc. D/B/A Rooters Asphalt, 350 Carter Street / PO Box 175, Beckemeyer, IL 62219  as PRINCIPAL,

and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183  as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of February, 2019

Principal
Rooters American Maintenance, Inc. D/B/A Rooters Asphalt

By: John Green, President

(Signature and Title)

(Signature and Title)

Surety
Travelers Casualty and Surety Company of America

By: Ashley Miller, Attorney-in-Fact

(Signature of Attorney-in-Fact)

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

Given under my hand and notarial seal this 27 day of February, 2019

My commission expires June 23, 2019

Michelle Wilson, Notary

(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is identifying the certified electronic bid bond has been executed and the Principal and Surety are jointly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(COMPANY/BIDDER NAME)

(Signature and Title) Date
State of Missouri
County of St. Louis

On 2/27/2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ashley Miller known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Michelle Wilson, Notary Public

My Commission Expires: June 23, 2019
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ashley Miller of Chesterfield, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut
City of Hartford ss.

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereto set my hand and official seal.

My Commission expires the 30th day of June, 2021

By: ___________________________  
Robert L. Raney, Senior Vice President

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of February, 2019

______________________________  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
All contractors are required to complete the following certification:

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

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

  **Rooters American Maintenance**  
  *D.B.A. Rooters Asphalt*  
  **350 Carter Street/P.O. Box 175**  
  **Beckemeyer, IL 62219**

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

I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder’s employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

| Operating Engineers Local 520 | Local Laborers Hall |
IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. If available, 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: Rooters American Maintenance
D.B.A. Rooters Asphalt
350 Carter Street/P.O. Box 175
Beckemeyer, IL 62219

By: 
(Signature)

Title: President
Affidavit of Illinois Business Office

County: ST. CLAIR
Local Public Agency: FAIRVIEW HEIGHTS
Section Number: N/A
Route: SUSAN COURT

State of Illinois
County of CLARKE

1. JOHN GARCIA of BARTLESO, ILLINOIS, being first duly sworn upon oath, states as follows:
   1. That I am the president of Rooters American Maintenance, Inc.
   2. That I have personal knowledge of the facts herein stated.
   3. That, if selected under this proposal, Rooters American Maintenance, Inc., will maintain a business office in the State of Illinois which will be located in CLARKE County, Illinois.
   4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
   5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

   (Signature)

   John Garcia
   (Print Name of Affiant)

This instrument was acknowledged before me on 27th day of FEBRUARY, 2019.
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 27th day of February, 2004 by and between
Rooters American Maintenance, Inc. and the Southwestern Illinois Building Trades Council (SIBTC)
for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for
this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to
work performed by the Employer and its Contractors and Subcontractors on Construction known as

SUSAN COURT ASPHALT OVERLAY - FAIRVIEW HEIGHTS

ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and be limited to the recognized and accepted historical
definition of new construction work under the direction of and performed by the Contractor(s), of
whichever 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:

SUSAN COURT ASPHALT OVERLAY

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)
before commencing work. The Project Contractor shall assure compliance with this Agreement by
the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall
supersede and override the 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.

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

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

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

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

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

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

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

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

**ARTICLE II - RECOGNITION**

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

**ARTICLE III - ADMINISTRATION OF AGREEMENT**

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

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

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

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

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

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each craft's 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 Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman’s ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.
7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

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

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

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

**ARTICLE VIII - SAFETY**

8.1 The employees covered 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.

8.1.1 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 a 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 or 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 grievance 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 and use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

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

a. The party invoking this procedure shall notify
   whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.

b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
RETURN WITH BID

e. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

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

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

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

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.
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: 2-27-19

Contractor Representative

(Contractor's Name) Rooters American Maintenance
D.B.A. Rooters Asphalt
350 Carter Street/P.O. Box 175
Beckemeyer, IL 62219

(Contractor's Address)

(Phone Number) 618-227-8300

Date: __________________________

Dale Stewart, Exec. Sec.-Treas.
Southwestern Illinois Building & Construction Trades Council
2A Meadow Heights Professional Park
Collinsville, IL 62234
PROPOSED RESOLUTION NO. 15-‘19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH KINNEY CONTRACTORS, INC. FOR THE LONGACRE DRIVE JOINT REPAIR PROJECT.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the Longacre Drive Joint Repair project as specified in the proposal; and

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

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Kinney Contractors, Inc., 19342 East Frontage Road, Raymond, IL 62560 for work related to the Longacre Drive Joint Repair project for the sum of SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND NO CENTS ($67,887.00) pursuant to the proposal documents attached hereto and marked “EXHIBIT A.”

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

PASSED:

APPROVED:

__________________________
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

__________________________
KAREN J. KAUFHOLD – CITY CLERK
**PROPOSAL SUBMITTED BY**

<table>
<thead>
<tr>
<th>Kinney Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Name</td>
</tr>
<tr>
<td>19342 East Frontage Road</td>
</tr>
<tr>
<td>Street P.O. Box</td>
</tr>
<tr>
<td>Raymond IL 62560</td>
</tr>
<tr>
<td>City State Zip Code</td>
</tr>
</tbody>
</table>

**STATE OF ILLINOIS**

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

**FOR THE IMPROVEMENT OF**

| STREET NAME OR ROUTE LONGACRE DRIVE |
| SECTION NO. N/A |
| TYPES OF FUNDS CITY FUNDS ONLY |

- [ ] SPECIFICATIONS (required)
- [x] PLANS (required)
- [x] CONTRACT BOND (when required)

---

### For Municipal Projects

**Submitted/Approved/Passed**

- [ ] Mayor  [ ] President of Board of Trustees  [ ] Municipal Official

Date

---

### Department of Transportation

**Concurrence in approval of award**

---

**Regional Engineer**

Date

---

### For County and Road District Projects

**Submitted/Approved**

---

**Highway Commissioner**

Date

---

**Submitted/Approved**

---

**County Engineer/Superintendent of Highways**

Date
1. THIS AGREEMENT, made and concluded the _______ day of ___________________________ ,
   between the City ___________________________ of Fairview Heights
   acting by and through its City Council ___________________________ known as the party of the first part, and
   Kinney Contractors ___________________________ his/her/their executors, administrators, successors or assigns,
   known as the party of the second part.

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

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

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

   Attest: The Mayor of Fairview Heights
   ___________________________ Clerk
   ___________________________ By ___________________________ Party of the First Part
   (Seal) (If a Corporation)

   Corporate Name ___________________________
   ___________________________ By ___________________________ Party of the Second Part
   (If a Co-Partnership)

   Attest: ___________________________
   ___________________________ Secretary

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

   ___________________________ Party of the Second Part
Contract Bond

Route Longacre Drive
County St. Clair
Local Agency Fairview Heights
Section N/A

We, ________________________________________________________________

a/an) □ Individual □ Co-partnership □ Corporation organized under the laws of the State of ______________________,

as PRINCIPAL, and

______________________________________________________________ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as “LA”) in the penal sum of ______________________ Dollars (_________), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

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

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

PRINCIPAL

__________________________________________
(Company Name)
By: ________________________________________
(Signature & Title)
Attest: ______________________________________
(Signature & Title)

(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF ________________________________

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

__________________________________________

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

Given under my hand and notarial seal this __________ day of ______________________ A.D. ______

My commission expires ________________________________________

Notary Public __________________________________________ (SEAL)

SURETY

__________________________________________

(Name of Surety)
By: ________________________________________
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF ________________________________

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

__________________________________________

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

Given under my hand and notarial seal this __________ day of ______________________ A.D. ______

My commission expires ________________________________________

Notary Public __________________________________________ (SEAL)

Approved this __________ day of ______________________, A.D. ______

Attest:

__________________________________________
(Awarding Authority)

_______________________________ _______________________________
(Chairman/Mayor/President)
Proposal / Contract Cover

PROPOSAL SUBMITTED BY

Kinney Contractors
19342 East Frontage Rd
Raymond, IL 62560

STATE OF ILLINOIS

COUNTY OF St. Clair

City of Fairview Heights
(Name of City, Village, Town or Road District)

☐ ESTIMATE OF COST
☐ SPECIFICATIONS
☐ PLANS
☐ MATERIAL PROPOSAL
☐ DELIVER AND INSTALL PROPOSAL
☐ CONTRACT PROPOSAL
☐ CONTRACT
☐ CONTRACT BOND

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Longacre Drive

SECTION NO. Joint Repair

TYPES OF FUNDS Non-MFT

For Municipal Projects

Submitted
Approved/Passed

Date

☐ Mayor  ☐ President of Board of Trustees  ☐ Municipal Official

For County and Road District Projects

Submitted/Approved

Date

☐ Highway Commissioner

Submitted/Approved

Date

☐ County Engineer/Superintendent of Highways

Department of Transportation

☐ Released for bid based on limited review

Date

Regional Engineer

☐ Concurrence in approval of award

Date

Regional Engineer

Printed 2/6/2019

BLR 12210 (Rev. 12/08/08)
Notice to Bidders

RETURN WITH BID

Route
Longacre Drive

County
St. Clair

Local Agency
Fairview Heights

Section
N/A

Time and Place of Opening of Bids
Sealed proposals for the improvement described below will be received at the office of the City Clerk

10025 Bunkum Road, Fairview Heights, Illinois 62208

until 3:00 o'clock P.M., February 27, 2019
Proposals will be opened and read publicly

at 3:00 o'clock P.M., February 27, 2019
at the office of the Public Works Director,

10025 Bunkum Road, Fairview Heights, Illinois 62208

Description of Work
Name Longacre Drive

Length 2600.00 feet (0.49 miles)

Location Various Joints along Longacre Drive between IL-159 and Ruby Lane.

Proposed Improvement Remove and replace deteriorated concrete joints.

Bidders Instructions
1. Plans and proposal forms will be available in the office of The City Clerk

10025 Bunkum Road, Fairview Heights, Illinois, 62208

2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an “Affidavit of Availability” (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.

3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the “Supplemental Specifications and Recurring Special Provisions”.

4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the “Supplemental Specifications and Recurring Special Provisions”.

5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

   a. BLR 12210 - Contract Cover
   b. BLR 12220 - Notice to Bidders
   c. BLR 12221 - Contract Proposal
   d. BLR 12222 - Contract Schedule of Prices
   e. BLR 12223 - Signatures
   f. BLR 12230 - Proposal Bid Bond (if applicable)
   g. BLR 12325 – Apprenticeship or Training Program Certification (do not use for federally funded projects)

6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

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

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

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

By Order of

City of Fairview Heights
(Awarding Authority)

County Engineer/County Superintendent of Highways/Municipal Clerk

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.
ADDENDUM NO. 1
LONGACRE DRIVE, CONCRETE JOINT REPAIR
FAIRVIEW HEIGHTS, ILLINOIS
FEBRUARY 26, 2019

Clarifications to Specifications dated February 8, 2019:

Pay Item 45000110, Relief Joint 2:

There is to be one 40-foot long relief joint installed through the curb and gutter and pavement approximately 325 feet west of Pontiac Drive on Longacre Drive per Section 450 of the Standard Specifications for Road and Bridge Construction.

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

[Signature]

William L. Kinney

[Company Name]

19342 East Frontage Rd

[Street Address]

Raymond, IL 62556

[City, State, Zip Code]

[Date]

2/27/2019
1. Proposal of Kinney Contractors, Inc.

for the improvement of the above section by the construction of Concrete joint repair at various locations along Longacre Drive between IL-159 and Ruby Lane

a total distance of 2600.00 feet, of which a distance of 2600.00 feet (0.49 miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Fairview Heights and approved by the Department of Transportation on N/A.

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

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

5. The undersigned agrees to complete the work within N/A working days or by 04/30/2019 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds will not be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Treasurer of City of Fairview Heights

the amount of the check is __________________________ (______________)

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

8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

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

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

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this contract.
### Schedule of Prices

**Route:** Longacre Drive Joint Repair  
**County:** St. Clair  
**Local Agency:** City of Fairview Heights  
**Section:** Between Ruby Lane and IL-159

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4400500</td>
<td>COMB CURB GUTTER REM</td>
<td>FOOT</td>
<td>80</td>
<td>10.00</td>
<td>800.00</td>
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<td>4420934</td>
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<td>44201299</td>
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<td>FOOT</td>
<td>1090</td>
<td>2.00</td>
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<td>FOOT</td>
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<td>50.00</td>
<td>4000.00</td>
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<td>X7010216</td>
<td>TRAFFIC CONT &amp; PROT</td>
<td>L SUM</td>
<td>1</td>
<td>12000.00</td>
<td>12000.00</td>
</tr>
</tbody>
</table>

**TOTAL:** 167,887.00
Illinois Department of Transportation

Signatures

Route: Longacre Drive
County: St. Clair
Local Agency: Fairview Heights
Section: Between IL-159 & Ruby

(If an individual)

Signature of Bidder: ______________________
Business Address: ______________________

(If a partnership)

Firm Name: ______________________
Signed By: ______________________
Business Address: ______________________

{Insert Names and Addresses of All Partners}

(If a corporation)

Corporate Name: Kinney Contractors
Signed By: William L. Kinney
Business Address: 19342 East Frontage Rd
Raymond, IL 62560

{Insert Names of Officers}

President: William L. Kinney
Secretary: Robert J. Kinney
Treasurer: William L. Kinney

Attest: ______________________
Secretary
Local Agency Proposal Bid Bond

Route: Longacre Drive
County: St Clair
Local Agency: City of Fairview Heights
Section: btw IL-159 and Ruby Lane

RETURN WITH BID

PAPER BID BOND

WE Kinney Contractors Inc. and Western Surety Company as PRINCIPAL and SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as “LA”) in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th day of February, 2019

Principal

By: William L Kinney
(Signature and Title)

Surety

By: Blake E Allison
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Macon
I, Stacy R Standley, a Notary Public in and for said county,
do hereby certify that William L Kinney and Blake E Allison
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of February, 2019

My commission expires May 25, 2021

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed).
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal and Bid Form, by affixing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

(Signature and Title)

Date
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Randy S Cannady, Kevin J Breheny, Daniel A Martini, Tim R Patton, Glenda Hoffman, Blake E Allison, Individually

of Mattoon, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereeto affixed on this 11th day of January, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota  ss
County of Minnehaha

On this 11th day of January, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of February, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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

I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

[List of program sponsors and their certifications]

Printed 2/8/2019
IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. □

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

Bidder: Kinney Contractors
Address: 1934 E. Frontage Rd, Raymond, IL 62560
By: William J. Kinney
Title: President
RETURN WITH BID

Illinois Department of Transportation

RETURN WITH BID

Affidavit of Illinois Business Office

County St. Clair
Local Public Agency Fairview Heights
Section Number btw IL-159 & Ruby
Route Longacre Drive

State of Illinois
County of Montgomery

I, William L. Kinney
(Name of Affiant)
of Raymond
(City of Affiant)
of Illinois
(State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the President
   (Name of Affiant)
of Kinney Contractors
   (Bidder)

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under this proposal, Kinney Contractors
   (Bidder)
   will maintain a business office in the State of Illinois which will be located in Montgomery County, Illinois.

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

William L. Kinney
(Signature)

William L. Kinney
(Print Name of Affiant)

This instrument was acknowledged before me on 27 day of Feb 2019.

Nancy Davenport
Notary Public, State of Illinois
My Commission Expires 08/21/2021
**Illinois Department of Transportation**

**Bureau of Construction**

2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

---

**Affidavit of Availability**

For the Letting of 2/27/2019

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

---

**Part I. Work Under Contract**

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>76M08</td>
<td>19-001</td>
<td>18-002</td>
<td>66H31</td>
<td></td>
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<tr>
<td>Contract With</td>
<td>IDOT</td>
<td>Mahoney</td>
<td>Curran</td>
<td>IDOT</td>
<td></td>
</tr>
<tr>
<td>Estimated Completion Date</td>
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<td>6/1/19</td>
<td>12/1/15</td>
<td>6/1/19</td>
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<tr>
<td>Total Contract Price</td>
<td>53,955.00</td>
<td>86,470.00</td>
<td>2,100,000.00</td>
<td>640,392.00</td>
<td></td>
</tr>
<tr>
<td>Uncompleted Dollar Value if Firm is the Prime Contractor</td>
<td>53,955.00</td>
<td>800,000.00</td>
<td>640,392.00</td>
<td>1,494,347.00</td>
<td></td>
</tr>
<tr>
<td>Uncompleted Dollar Value if Firm is the Subcontractor</td>
<td>86,470.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accumulated Totals</td>
<td>1,580,817.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

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

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

<table>
<thead>
<tr>
<th>Work Category</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Accumulated Totals</th>
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</thead>
<tbody>
<tr>
<td>Earthwork</td>
<td>100,300.00</td>
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<tr>
<td>Portland Cement Concrete Paving</td>
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<td>HMA Plant Mix</td>
<td>0.00</td>
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<td>HMA Paving</td>
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<td>Clean &amp; Seal Cracks/Joints</td>
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<td></td>
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<tr>
<td>Aggregate Bases &amp; Surfaces</td>
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<td>Highway, R.R. and Waterway Structures</td>
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<tr>
<td>Drainage</td>
<td>495,802.00</td>
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<tr>
<td>Electrical</td>
<td>40,000.00</td>
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<tr>
<td>Cover and Seal Coats</td>
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<tr>
<td>Concrete Construction</td>
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<tr>
<td>Painting</td>
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<tr>
<td>Signing</td>
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<td>Cold Milling, Planning &amp; Rotomilling</td>
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<tr>
<td>Demolition</td>
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<tr>
<td>Pavement Markings (Paint)</td>
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<td></td>
<td></td>
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<tr>
<td>Other Construction (water line)</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,580,817.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**For the Letting of 2/27/2019**  
(Leeting date)

**Illinois Department of Transportation**

**Bureau of Construction**

2300 South Dirksen Parkway/Room 322  
Springfield, Illinois  62764

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

### Part I. Work Under Contract

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

<table>
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<tr>
<th>Contract Number</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Awards Pending</th>
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</thead>
<tbody>
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<td>72C16</td>
<td>72C16</td>
<td>18-028</td>
<td>18-013</td>
<td>53716</td>
<td></td>
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<tr>
<td>Contract With</td>
<td>Platt</td>
<td>Litchfield</td>
<td>Springfield</td>
<td>Flatt</td>
<td></td>
</tr>
<tr>
<td>Estimated Completion Date</td>
<td>12/1/18</td>
<td>4/1/19</td>
<td>3/30/19</td>
<td>12/1/18</td>
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<tr>
<td>Total Contract Price</td>
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<td>199,269.00</td>
<td>1,062,186.00</td>
<td>62,000.00</td>
<td>Accumulated Totals</td>
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<tr>
<td>Uncompleted Dollar Value if Firm is the Prime Contractor</td>
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<td>45,000.00</td>
<td></td>
<td>1,645,347.00</td>
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<tr>
<td>Uncompleted Dollar Value if Firm is the Subcontractor</td>
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<td>62,000.00</td>
<td></td>
<td>158,470.00</td>
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</tbody>
</table>

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

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<table>
<thead>
<tr>
<th>Earthwork</th>
<th>Portland Cement Concrete Paving</th>
<th>HMA Plant Mix</th>
<th>HMA Paving</th>
<th>Clean &amp; Seal Cracks/Joints</th>
<th>Aggregate Bases &amp; Surfaces</th>
<th>Highway,R.R. and Waterway Structures</th>
<th>Drainage</th>
<th>Electrical</th>
<th>Cover and Seal Coats</th>
<th>Concrete Construction</th>
<th>Landscaping</th>
<th>Fencing</th>
<th>Guardrail</th>
<th>Painting</th>
<th>Signing</th>
<th>Cold Milling, Planning &amp; Rotomilling</th>
<th>Demolition</th>
<th>Pavement Markings (Paint)</th>
<th>Other Construction -waterline</th>
<th>Building</th>
<th>Totals</th>
<th>Accumulated Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accumulated Totals</td>
<td>100,300.00</td>
<td>104,000.00</td>
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<td>495,802.00</td>
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<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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Affidavit of Availability
For the Letting of 2/27/2019

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

Part I. Work Under Contract

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract With</td>
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<td></td>
<td></td>
<td></td>
<td>IDOT</td>
</tr>
<tr>
<td>Estimated Completion Date</td>
<td>8/30/19</td>
<td>6/1/19</td>
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</tr>
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<td>Total Contract Price</td>
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<td>112,230.00</td>
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</tr>
<tr>
<td>Uncompleted Dollar Value if Firm is the Prime Contractor</td>
<td>529,985.00</td>
<td>112,230.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Uncompleted Dollar Value if Firm is the Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Work Category</th>
<th>Accumulated Totals</th>
</tr>
</thead>
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<tr>
<td>Earthwork</td>
<td>100,300.00</td>
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<tr>
<td>Portland Cement Concrete Paving</td>
<td>104,000.00</td>
</tr>
<tr>
<td>HMA Plant Mix</td>
<td>0.00</td>
</tr>
<tr>
<td>HMA Paving</td>
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</tr>
<tr>
<td>Clean &amp; Seal Cracks/Joints</td>
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<tr>
<td>Aggregate Bases &amp; Surfaces</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Highway,R.R. and Waterway Structures</td>
<td>106,000.00</td>
</tr>
<tr>
<td>Drainage</td>
<td>501,802.00</td>
</tr>
<tr>
<td>Electrical</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Cover and Seal Coats</td>
<td>3,898.00</td>
</tr>
<tr>
<td>Concrete Construction</td>
<td>1,263,607.00</td>
</tr>
<tr>
<td>Landscaping</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Fencing</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Guardrail</td>
<td>0.00</td>
</tr>
<tr>
<td>Painting</td>
<td>0.00</td>
</tr>
<tr>
<td>Signing</td>
<td>0.00</td>
</tr>
<tr>
<td>Cold Milling, Planning &amp; Rotomilling</td>
<td>0.00</td>
</tr>
<tr>
<td>Demolition</td>
<td>0.00</td>
</tr>
<tr>
<td>Pavement Markings (Paint)</td>
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<tr>
<td>Other Construction (water line)</td>
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</tr>
</tbody>
</table>

Totals | 2,446,032.00

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**Illinois Department of Transportation**

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

**Affidavit of Availability**
For the Letting of 2/27/2019
(Letting date)

**Part I. Work Under Contract**

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>1</th>
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<th>3</th>
<th>4</th>
<th>Awards Pending</th>
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<tbody>
<tr>
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<td></td>
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<tr>
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<td></td>
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<td></td>
<td></td>
<td>2,446,032.00</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Accumulated Totals</th>
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<td></td>
<td></td>
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</tr>
<tr>
<td>HMA Plant Mix</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>HMA Paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>274,425.00</td>
</tr>
<tr>
<td>Clean &amp; Seal Cracks/Joints</td>
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<tr>
<td>Aggregate Bases &amp; Surfaces</td>
<td></td>
<td></td>
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<td></td>
<td>40,000.00</td>
</tr>
<tr>
<td>Highway, R.R. and Waterway Structures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>106,000.00</td>
</tr>
<tr>
<td>Drainage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>501,802.00</td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
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<td></td>
<td>40,000.00</td>
</tr>
<tr>
<td>Cover and Seal Coats</td>
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<td></td>
<td></td>
<td></td>
<td>3,898.00</td>
</tr>
<tr>
<td>Concrete Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,263,607.00</td>
</tr>
<tr>
<td>Landscaping</td>
<td></td>
<td></td>
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<td></td>
<td>2,000.00</td>
</tr>
<tr>
<td>Fencing</td>
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<td>10,000.00</td>
</tr>
<tr>
<td>Guardrail</td>
<td></td>
<td></td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Painting</td>
<td></td>
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<td></td>
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<td>0.00</td>
</tr>
<tr>
<td>Signing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Cold Milling, Planning &amp; Rotomilling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Pavement Markings (Paint)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Other Construction (Storm sewer)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
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<tr>
<td>Building</td>
<td></td>
<td></td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,446,032.00</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Contract With</th>
<th>Estimated Completion Date</th>
<th>Total Contract Price</th>
<th>Uncompleted Dollar Value if Firm is the Prime Contractor</th>
<th>Uncompleted Dollar Value if Firm is the Subcontractor</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Accumulated Totals

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<table>
<thead>
<tr>
<th></th>
<th>Accumulated Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork</td>
<td>100,300.00</td>
</tr>
<tr>
<td>Portland Cement Concrete Paving</td>
<td>104,000.00</td>
</tr>
<tr>
<td>HMA Plant Mix</td>
<td>0.00</td>
</tr>
<tr>
<td>HMA Paving</td>
<td>274,425.00</td>
</tr>
<tr>
<td>Clean &amp; Seal Cracks/Joints</td>
<td>0.00</td>
</tr>
<tr>
<td>Aggregate Bases &amp; Surfaces</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Highway, R.R. and Waterway Structures</td>
<td>106,000.00</td>
</tr>
<tr>
<td>Drainage</td>
<td>601,802.00</td>
</tr>
<tr>
<td>Electrical</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Cover and Seal Coats</td>
<td>3,898.00</td>
</tr>
<tr>
<td>Concrete Construction</td>
<td>1,263,807.00</td>
</tr>
<tr>
<td>Landscaping</td>
<td>2,000.00</td>
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<tr>
<td>Fencing</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Guardrail</td>
<td>0.00</td>
</tr>
<tr>
<td>Painting</td>
<td>0.00</td>
</tr>
<tr>
<td>Signing</td>
<td>0.00</td>
</tr>
<tr>
<td>Cold Milling, Planning &amp; Rotomilling</td>
<td>0.00</td>
</tr>
<tr>
<td>Demolition</td>
<td>0.00</td>
</tr>
<tr>
<td>Pavement Markings (Paint)</td>
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</tr>
<tr>
<td>Other Construction (Storm sewer)</td>
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</tr>
<tr>
<td>Building</td>
<td>0.00</td>
</tr>
<tr>
<td>Totals</td>
<td>2,446,032.00</td>
</tr>
</tbody>
</table>

Accumulated Totals

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Retain to agenda

Affidavit of Availability
For the Letting of 2/27/2019
(Letting date)

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<thead>
<tr>
<th>Contract Number</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract With</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Completion Date</td>
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<td></td>
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<td>Accumulated Totals</td>
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<tr>
<td>Uncompleted Dollar Value if Firm is the Prime Contractor</td>
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<td></td>
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<td>Uncompleted Dollar Value if Firm is the Subcontractor</td>
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<td></td>
<td></td>
<td>2,446,032.00</td>
<td></td>
</tr>
</tbody>
</table>

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

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<table>
<thead>
<tr>
<th>Work Category</th>
<th>1</th>
<th>2</th>
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<th>4</th>
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<td>Earthwork</td>
<td>100,300.00</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Portland Cement Concrete Paving</td>
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</tr>
<tr>
<td>HMA Plant Mix</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HMA Paving</td>
<td>274,425.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean &amp; Seal Cracks/Joints</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Aggregate Bases &amp; Surfaces</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Highway, R.R. and Waterway Structures</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Drainage</td>
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<tr>
<td>Electrical</td>
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<tr>
<td>Cover and Seal Coats</td>
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<tr>
<td>Concrete Construction</td>
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<td>Landscaping</td>
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<td>Fencing</td>
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<tr>
<td>Guardrail</td>
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</tr>
<tr>
<td>Painting</td>
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<td></td>
</tr>
<tr>
<td>Signage</td>
<td>0.00</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cold Milling, Planning &amp; Rotomilling</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Pavement Markings (Paint)</td>
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</tr>
<tr>
<td>Other Construction (Storm sewer)</td>
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<td>Building</td>
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<td>0.00</td>
<td>2,446,032.00</td>
</tr>
</tbody>
</table>

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Part III. Work Subcontracted to Others

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

<table>
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Subscribed and sworn to before me

this ____ day of ________________, 20___.

Type or Print Name __________________________ Officer or Director __________________________ Title __________________________

__________________________
Notary Public

My commission expires: __________________________

Company __________________________

Address __________________________

(Notary Seal)
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Notary Public

My commission expires: ____________________

(Notary Seal)

Signed

Company

Address
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Subscribed and sworn to before me

this ___ day of _____________, 20___.

_______________________  
Type or Print Name

_______________________  
Signed

_______________________  
Officer or Director

_______________________  
Title

_______________________  
Company

_______________________  
Address

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My commission expires: ________________

_______________________  
Notary Public

_______________________  
(Notary Seal)
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**Awards Pending**

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| Total Uncompleted | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

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Subscribed and sworn to before me this 27th day of February, 2019.

[Notary Seal]

Type or Print Name: William L Kinney
President

Signed: William L Kinney

Company: Kinney Contractors Inc
Address: 19342 E Frontage Rd
Raymond, IL 62560
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 _27_ day of _Feb_ 2015 by and between

K-line Contractors and the Southwestern Illinois Building Trades Council (SBTC)

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 Longacre Joint Repair

ARTICLE I: INTENT AND PURPOSES

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

The Project is defined as:

Longacre Joint Repair

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who

have been awarded contracts for work covered by this Agreement, to accept and be bound by the
terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A)

prior to commencing work. The Project Contractor shall assure compliance with this Agreement by

the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall

supersede and override terms and conditions of any and all other national, area, or local collective

bargaining agreements, (including all vertical agreements), except for all work performed under the

NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower

Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements

and amendments thereto of the Signatory Union Affiliates and the applicable employers association,

if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there

has previously been no such bargaining relationship, the contractor or subcontractor shall sign and

be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in

the required pre-job conference. Such agreements are incorporated herein by reference. In order

to comply with the requirements of the various fringe benefit funds to which the Contractor is to

contribute, the Contractor shall sign such participation agreements as are necessary and will honor

the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the

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

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

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

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

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

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

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

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

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

**ARTICLE II - RECOGNITION**

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

**ARTICLE III - ADMINISTRATION OF AGREEMENT**

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

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

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

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

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

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each craft’s 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 Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.
7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

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

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

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

ARTICLE VIII - SAFETY

8.1 The employees covered 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 in 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 grieved 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, binding and conclusive. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grievance 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.
c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator’s Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party’s right to participate in a hearing for a final order of enforcement. The Court’s order or orders enforcing the Arbitrator’s Award shall be served on all parties by hand or 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 procedures or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

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

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator’s Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.
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: 2/27/2019

[Dale Stewart, Exec., Sec.-Treas.,
Southwestern Illinois Building &
Construction Trades Council
2A Meadow Heights Professional Park
Collinsville, IL 62234]
February 27, 2019

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

RE: Longacre Joint Repairs 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,

William L. Kinney – President
Kinney Contractors Inc.
19342 East Frontage Rd
Raymond, IL 62560
PROPOSED RESOLUTION NO. 16-‘19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROVISIONS OF GROUP MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE FOR EMPLOYEES OF THE CITY OF FAIRVIEW HEIGHTS EFFECTIVE MAY 1, 2019 THROUGH APRIL 30, 2020.

WHEREAS, the City of Fairview Heights is in need of group medical, dental, vision and life insurance coverage for the City of Fairview Heights employees.

WHEREAS, it has been determined to be in the best interest of the employees to enter into an agreement with United Health Care for group medical insurance coverage from May 1, 2019 through April 30, 2020. Said agreement includes a Traditional Plan option and a HSA Plan option pursuant to the renewal rates attached hereto, made a part hereof and marked “EXHIBIT A.”

WHEREAS, it has been determined to be in the best interest of the City of Fairview Heights employees to enter into an agreement with the Guardian Life Insurance Company of America for dental, life, and vision insurance coverage from May 1, 2019 through April 30, 2020 pursuant to the renewal rates attached hereto, made a part hereof and marked “EXHIBIT B.”

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

That the Mayor be and is hereby authorized to enter into an agreement with United Health Care, 13655 Riverport Drive, Maryland Heights, MO 63043 for group medical insurance coverage from May 1, 2019 through April 30, 2020. Said agreement includes a Traditional Plan option and a HSA Plan option pursuant to the renewal rates attached hereto, made a part hereof and marked “EXHIBIT A” and the Guardian Life
Insurance Company of America, 1034 South Brentwood Boulevard, St. Louis, MO 63117 pursuant to the renewal rates attached hereto, made a part hereof and marked “EXHIBIT B” and effective May 1, 2019 through April 30, 2020.

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
**UnitedHealthcare**

Medical Proposed Rates for CITY OF FAIRVIEW HEIGHTS, IL

Effective Date: 5/01/2019  |  Customer Number 00911232

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The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

#### Option 1: Current

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<th>AE-22 Mod (H.S.A. MLX) Rx Plan: HSA</th>
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<td>Choice + Insurance &quot;*&quot;</td>
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<td>AP68 Mod</td>
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#### Benefits*

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<td>UC $35, ER $100, MD Ded+Coin</td>
<td>ENRP, $0 Kid copay</td>
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#### Out of Network Single/Family

| Deductible                             | $250/$500 (Emb)                      |
| Coinsurance                            | 70%                                  |
| Out of Pocket                          | $2250/$4500                          |

#### Rates (Billed)

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<th>Proposed</th>
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Change from Current 8.0% 8.0%

---

*High level benefit summary. Please see your plan summary for more detailed benefit description.

POD = Benefit paid as follows: Per Occurrence Deductible, then plan deductible and coinsurance.

LTD = The number of services covered at that copay, after the limit plan deductible and coinsurance will apply. Note PCP and SPC may be combined (see benefit summary).

Day x # = The max number of days the copay will apply.

For markets moving to service fees, current rates (for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.
## Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2 and 4

### DENTAL PLAN RATES - PPO VZ

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<th>Annual Premium</th>
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## Renewal Rates At-a-Glance

*This plan is currently offered for Insurance Class 1, 2 and 4*

### VISION PLAN RATES - VSP 60

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### BASIC LIFE PLAN RATES

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<th>CURRENT</th>
<th>Annual Premium</th>
<th>RENEWAL</th>
<th>Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIC LIFE</td>
<td>$8,847,500</td>
<td>$0.280/$1000</td>
<td>$29,728</td>
<td>$0.280/$1000</td>
<td>$29,728</td>
</tr>
</tbody>
</table>

### AD&D PLAN RATES

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Volume</th>
<th>CURRENT</th>
<th>Annual Premium</th>
<th>RENEWAL</th>
<th>Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>AD&amp;D</td>
<td>$8,847,500</td>
<td>$0.030/$1000</td>
<td>$3,185</td>
<td>$0.030/$1000</td>
<td>$3,185</td>
</tr>
</tbody>
</table>
Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1 and 4

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Dependents</th>
<th>Current Monthly Rate</th>
<th>Current Annual Premium</th>
<th>Renewal Monthly Rate</th>
<th>Renewal Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPENDENT LIFE</td>
<td>71</td>
<td>$0.540/Dep</td>
<td>$460</td>
<td>$0.540/Dep</td>
<td>$460</td>
</tr>
</tbody>
</table>

Guardian Life Insurance Company of America