



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
July 21, 2026
7:00 P.M.

The City Council meeting will be held in the Council Chambers. Participation (only) join at <https://meet.goto.com/COFH> or dial in at 1 (786) 535-3211 - Access Code: 808-004-661 - Please mute your phone during the meeting. To install the application: <https://meet.goto.com/install>

A. Pledge of Allegiance

F. Consent Agenda:

City Council Minutes – July 07, 2026

Finance Director's Report

Presentation of Bill - \$ 4,121,649.98

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 40-'26 an Ordinance adopting the Lincoln Trail Streetscape concepts for the Lincoln Trail Corridor within the City of Fairview Heights, Illinois. (Community Committee)

K. NEW BUSINESS

Proposed Resolution No. 42-'26 a Resolution authorizing the Mayor to enter into a purchase agreement with Kansas Highway Patrol, Topeka, Kansas, for the purchase of one (1) 2022 Dodge Durango Police Department. (Operations Committee)

Proposed Resolution No. 43-'26 A Resolution authorizing the Mayor on behalf of the City to enter into a Joint Purchase Agreement for Federally Funded Construction for Longacre Drive. (Operations Committee)

Proposed Resolution No. 44-'26 A Resolution authorizing the Mayor on behalf of the City to enter into an Engineering Services Agreement with Gonzalez Companies, LLC for the Proposed Overlay of Longacre Drive from Union Hill Road to Illinois Route 159. (Operations Committee)

Proposed Resolution No. 45-'26 a Resolution authorizing the Mayor on behalf of the City to enter into a Professional service Agreement with Woolpert Architecture LLC to provide construction administration support for the Renovation of the City's Council Chambers and Court Room. (Operations Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
July 07, 2026**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsky in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by City Clerk Karen Kaufhold.

ROLL CALL

Roll call of Aldermen present: Anthony LeFlore, James Winkeler, Brenda Wagner, Barbara Brumfield, Pat Peck, Jeff Harris, Bill Poletti, Derrick King and Frank Menn. Alderman Josh Frawley – absent excused to attend virtually. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman LeFlore moved to approve the June 16, 2026 City Council Meeting Minutes. Seconded by Alderman Harris.

Roll call on the June 16, 2026 City Council Meeting Minutes showed Alderman LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, King, Menn and Frawley. Motion passes with 10 yeas.

COMMITTEE REPORTS

The Mayor announced that the Administration and Operations Committee Meeting will be on Wednesday, July 15, 2026 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark begins the meeting by explaining the order in which the Roll Call will called. Mayor wanted to thank Ryan Jenkins, Economic Development Assistant and Heather Hinson, Human Resource Assistant for their efforts coordinating the Drone Show. Also, thanks to our City Clerk, Karen Kaufhold and Alderman Derrick King for maintaining the tent for the City, Alderman Pat Peck for coordinating Trekking for Trash to clean the grounds, for all City Officials, staff and volunteers who's help and hard work made the America 250th Celebration a great success. One last thanks to all for coming to help celebrate the event. Mayor discussed the overwhelming volume of Fourth of July fireworks. Mayor commended the Police Department for their diligence in handling all types of calls, analyzing those who needed immediate attention on top of all the firework complaints.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Brenda Wagner announced and discussed in detail a new segment on Fairview First.

Alderman Pat Peck notified us about the upcoming Trekking for Trash on Saturday, July 11, 2026.

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Ordinance No. 40-'26 an Ordinance adopting the Lincoln Trail Streetscape concepts for the Lincoln Trail Corridor within the City of Fairview Heights, Illinois. Motion by Alderman Poletti. Seconded by Alderman LeFlore. Proposed Ordinance No. 40-'26 was read for the first time.

Proposed Resolution No. 39-'26 a Resolution authorizing the Mayor on behalf of the City to enter into a contract with Hanks Excavating for the demolition of 9401 Richfield Road, for a cost not to exceed \$26,000.00. Motion was made by Alderman Menn. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 39-'26 showed Aldermen LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, King, Menn and Frawley voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 39-'26 passed on 10 yeas.

Proposed Resolution No. 39-'26 now becomes **RESOLUTION NO. 4719-2026**

Proposed Resolution No. 40-'26 a Resolution approving a Special Use Permit at 6211 North Illinois Street within the "B-4" Retail Business District to allow a quick service auto repair facility. Motion made by Alderman Brumfield. Seconded by Alderman LeFlore.

Alderman Wagner made a motion to amend Proposed Resolution No. 40-'26 to authorize the Land Use Director, Dallas Alley, to ensure he works with the property owner to have the proper traffic control signage placed on the property. Seconded by Alderman Peck.

Roll call to amend Proposed Resolution No. 40-'26 '26 showed Aldermen LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, King, Menn and Frawley voting "Yea". Motion passes with 10 yeas.

Roll call on Proposed Resolution No. 40-'26 showed Aldermen LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, King, Menn and Frawley voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 40-'26 passed on 10 yeas.

Proposed Resolution No. 40-'26 now becomes **RESOLUTION NO. 4720-2026**

Proposed Resolution No. 41-'26 a Resolution approving a minor subdivision plat for lot 2A of the minor subdivision of Lot 2 of Lincoln Place, St. Clair County PIN 03-28.0-405-055, in the B-4 Retail Business District. Motion made by Alderman LeFlore. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 41-'26 showed Aldermen LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, King, Menn and Frawley voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 41-'26 passed on 10 yeas.

Proposed Resolution No. 41-'26 now becomes **RESOLUTION NO. 4721-2026**

Motion made by Alderman Poletti moved to adjourn. Seconded by Alderman Harris.
. Motion carried.

Meeting adjourned at 7:16 P.M.

Respectfully submitted,

Karen Kaufhold
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader - Director of Finance
CC: City Clerk & Directors
Date: July 17, 2026
Re: Finance Report – July 21, 2026 City Council Meeting

Bill List

The Bill List for June 2026 was presented to the Finance Committee and recommended to be forwarded to the July 21, 2026, City Council Meeting. The amount is \$ 4,121,649.98.

Sales Tax Report

Attached is the April Sales Tax Report. The City saw a 3% increase, or \$21,661.45, in sales tax revenue this month compared to the same period last year.

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

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	MAY 2026 - APRIL 2027	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 553,114.13	\$ 518,363.86	\$ 485,349.04	\$ 566,819.87	\$ 611,908.51	\$ 629,180.65	\$ 622,533.94	\$ 603,366.03	-4.1%	\$ (19,167.91)
JUN	676,704.83	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	\$ 730,811.63	-7.1%	\$ (52,196.57)
JUL	555,320.85	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	\$ 723,376.57	3.0%	\$ 21,661.45
AUG	607,357.54	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86			
SEP	623,578.60	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56	755,562.63			
OCT	540,557.44	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06	714,150.91			
NOV	570,594.16	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37	710,507.47			
DEC	577,677.65	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89	723,106.41			
JAN	560,273.13	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84	717,013.49			
FEB	668,036.72	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75	749,666.72			
MAR	870,591.30	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92	1,006,113.92			
APR	457,194.13	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70	608,444.92			
YTD TOTAL	\$ 7,261,000.48	\$ 6,301,294.03	\$ 8,327,317.84	\$ 8,439,252.16	\$ 8,328,296.97	\$ 8,458,440.12	\$ 8,800,509.59	\$ 2,057,554.23		\$ (49,703.03)
YTD CHANGE	-1.8%	-13.6%	33.7%	1.1%	-1.5%	1.9%	4.0%			
MONTHLY AVG	\$ 605,083.37	\$ 525,107.84	\$ 693,943.15	\$ 703,271.01	\$ 694,024.75	\$ 704,870.01	\$ 733,375.80	\$ 685,851.41		

PROPOSED ORDINANCE NO. 40-‘26

**AN ORDINANCE ADOPTING THE LINCOLN TRAIL
STREETSCAPE CONCEPTS FOR THE LINCOLN TRAIL
CORRIDOR WITHIN THE CITY OF FAIRVIEW HEIGHTS,
ILLINOIS.**

WHEREAS, the City of Fairview Heights is committed to the revitalization of the Lincoln Trail Corridor; and

WHEREAS, on December 16, 2025 the City Council adopted the Lincoln Trail Great Streets Plan; and

WHEREAS, the City Council desires to adopt a formal plan for streetscape fixtures to be installed within the Lincoln Trail Corridor; and

WHEREAS, the Community Committee on June 17, 2026, reviewed the Lincoln Trail Streetscape Concepts Plan and recommended forwarding same to the full City Council for consideration recommending adoption of the plan.

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

SECTION 1. The Lincoln Trail Streetscape Concept Plan for the City of Fairview Heights is hereby approved. A copy of the aforementioned plan is attached hereto, made a part hereof, and marked “Exhibit A”.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3: This ordinance shall be in full force and effect from and following its passage, approval and publication as provided by law.

READ FIRST TIME: 07/07/2026

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY - MAYOR

CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Sponsored by: Community Committee

Lincoln Trail Streetscape Concepts

July 6, 2026



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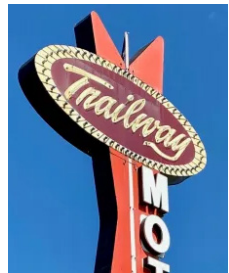
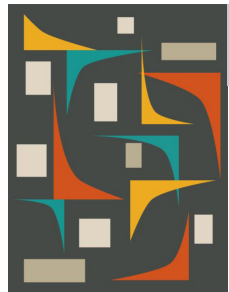
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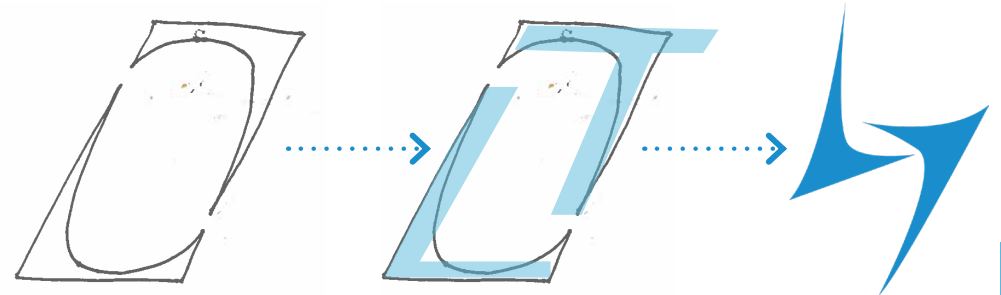
District Branding

SUN CHASER

Where Lincoln Trail and Route 50 overlap, history and movement interlace to form a place defined by time and connection. Stretching from the East Coast to the West Coast across 12 states, Route 50 traces the sun's daily journey from east to west, marking twelve hours across the clock face. The design weaves this passage of time into form and meaning, using a sundial shaped by the letter L, and when inverted, forms the letter T, to symbolize the Lincoln Trail's enduring role in linking past and present. As visitors move from the eastern gateway toward the west, they become sun chasers themselves. The proposed district logo is influenced by the sundial and the geometries present in mid-century, Googie, architectural style, prevalent along Route 50 in its heyday.



RETURN TO AGENDA



HORIZONTAL LOCKUP



STACKED LOCKUP



LINCOLN TRAIL HORIZONTAL LOCKUP - BLACK



STACKED LOCKUP - BLACK



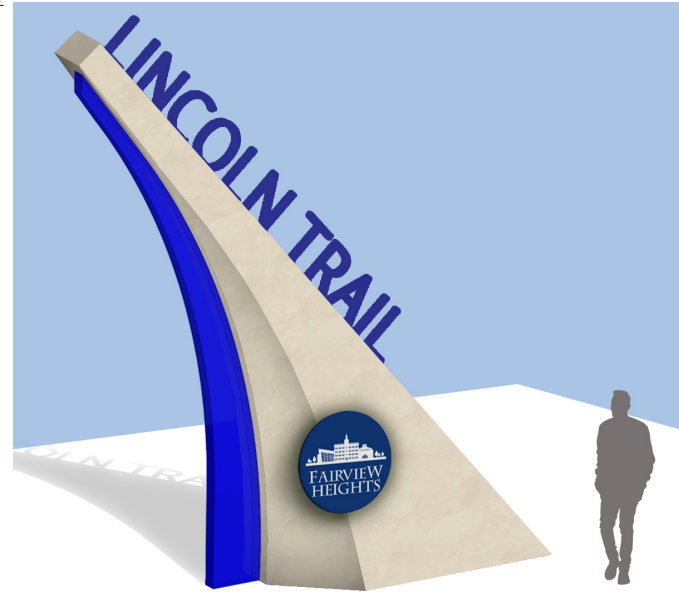
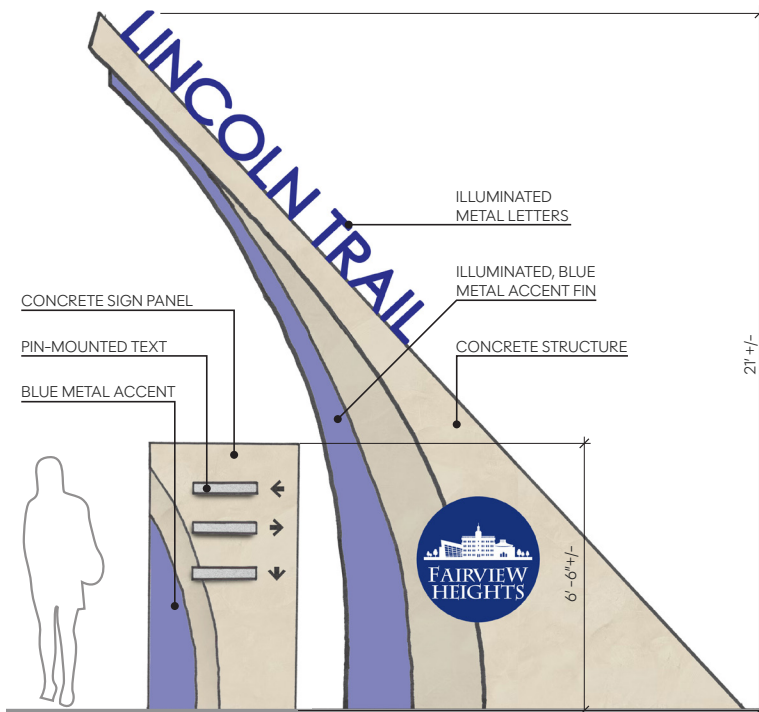
LINCOLN TRAIL



LINCOLN TRAIL

DISTRICT LOGO

Gateway Monument and Neighborhood Marker



Gateway Monument and Neighborhood Marker

Gateway Monument

Neighborhood Marker



Gateway Monument Locations

East Gateway Monument

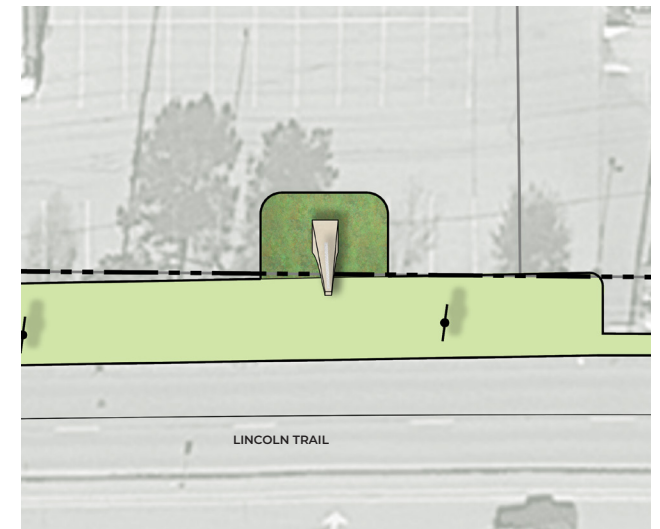


East Gateway Monument - Phase 1



East Gateway Monument - Location Plan

N.T.S. 



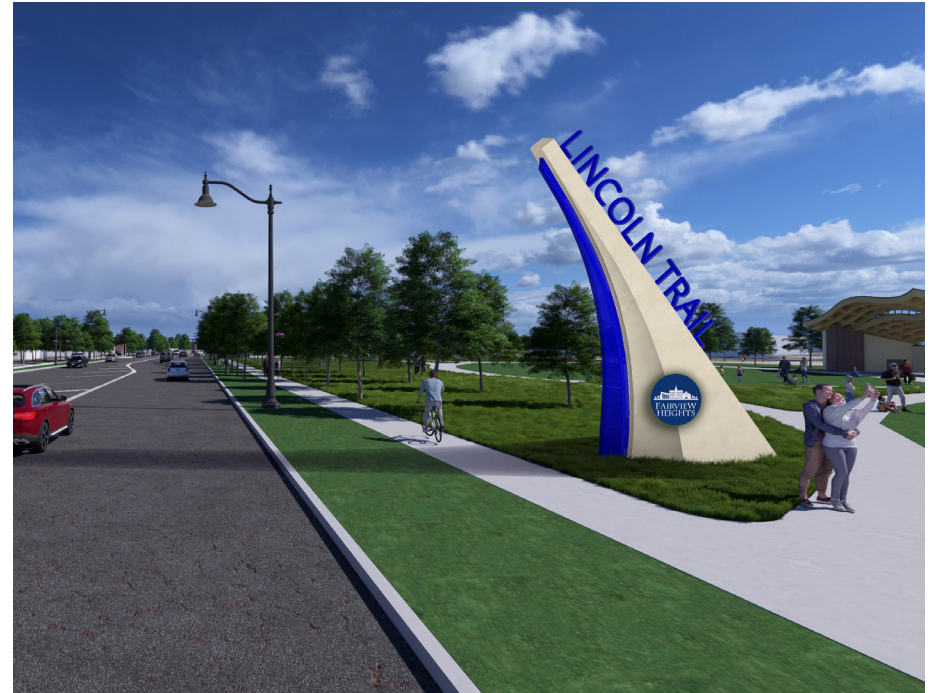
East Gateway Monument -
Phase 1 Enlargement Plan

N.T.S. 

West Gateway Monument



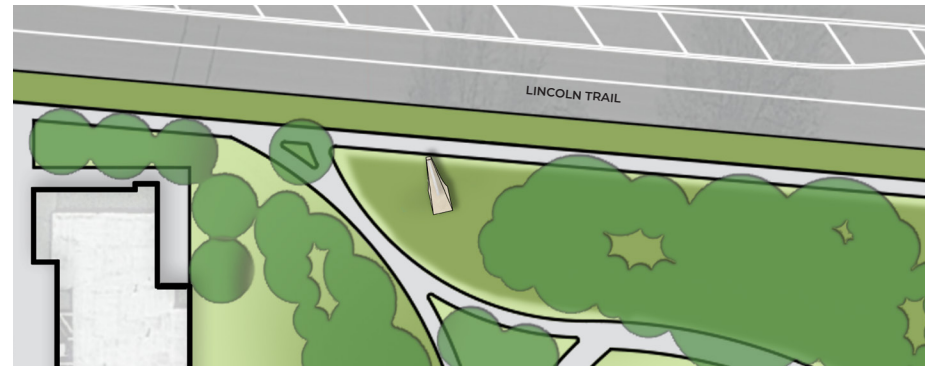
West Gateway Monument - Phase 1



West Gateway Monument - Future Phase



West Gateway Monument - Phase 1 Plan



West Gateway Monument - Future Phase Enlargement Plan



Streetscape Kit of Parts



Decorative Roadway Light | Sternberg
'Large Gallery'



Decorative Pedestrian Light | Sternberg
'Medium Gallery'



Bench | Forms + Surfaces 'Trio'



Bike Rack | Forms + Surfaces 'Trio'



Bus Shelter | Tolar 'Voyager'

NOTE:

All furniture to have a matte black finish unless otherwise specified by City.



Standard Roadway Light | Lithonia
'D-Series Size O'



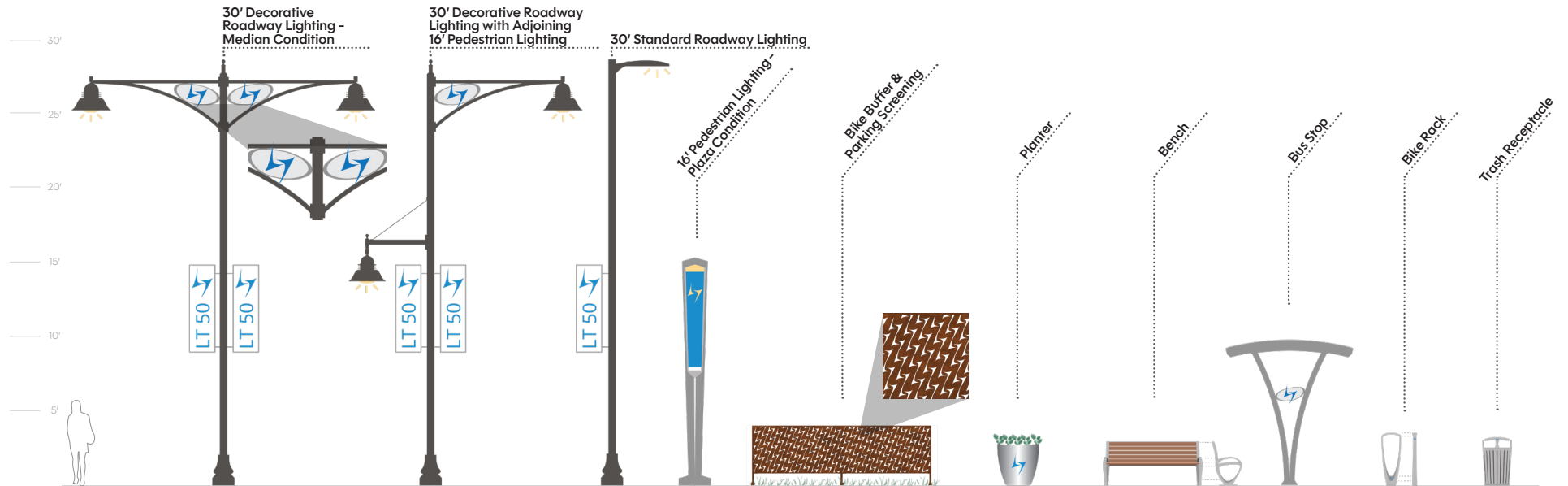
Plaza Pedestrian Light | Sternberg 'Rise'



Planter | Kornegay 'Dune'



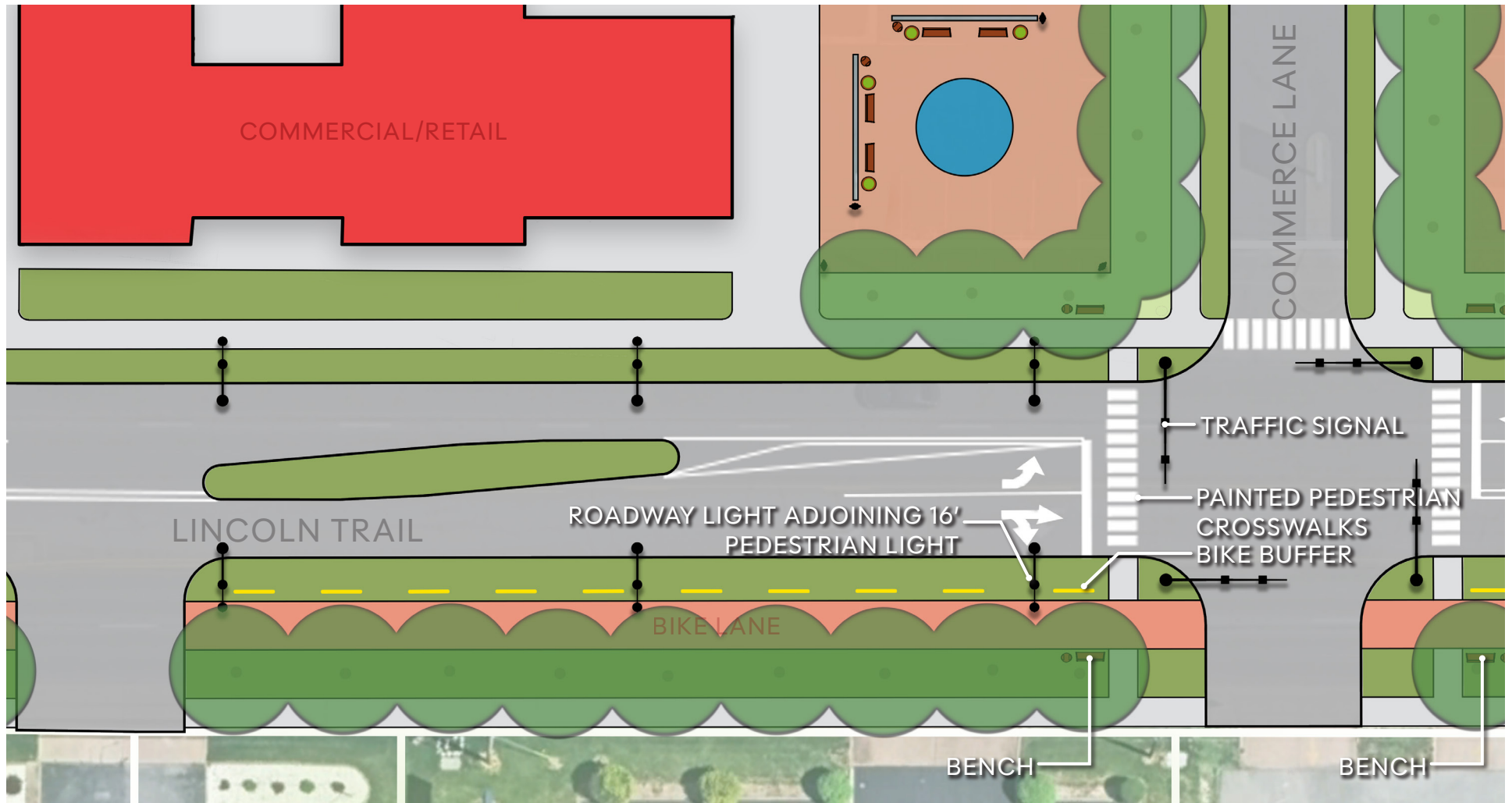
Trash Receptacle | Forms + Surfaces 'Dispatch'



Typical Intersection



Typical Streetscape



Product Information

PRODUCT NUMBER: 2A-GL1970LED-F-GRS-16L27T3-MDL012-SA-HSHB/CBA8/1AM-GL1960-12L27T2-MDL006-SA-EZ/TRSPM/9330SRTS/BC/DBA/BKT

FINIAL

SCC Pole Cap

ROADWAY ARM

Model: CBA8

Mounting Configuration: 2' A - 2 Arm Mount @ 180°

FIXTURE

Model: GL1970LED

Fixture: Gallery Large, Top Mount

Shade Style: F: Flared Edge

Hangstraight: Ball Finial (HSHB)

SIDE ARM

Model: GL1960LED

Mounting Configuration 1AM: 1 Arm Mid Mount

Shade Style: F: Flared Edge

PEDESTRIAN FIXTURE

Model: GL1960LED

Fixture: Gallery Medium, Top Mount

Shade Style: F: Flared Edge

Hangstraight: Ball Finial (HSHB)

BANNER BRACKET ARM

Model: DBA at 180 degrees

Material: Heavy-wall aluminum

BASE AND POLE

Model: 9330SRTS

Overall Height: 30'

Overall Width: 6"

*Note: all finishes are black textured (BKT)

30' DECORATIVE ROADWAY LIGHT with Adjoining 16' Pedestrian Light
Sternberg 'Medium Gallery'

FIXTURE

Fixture: Lithonia DSX0

Color: Black

Mounting: Pole

BANNER BRACKET ARM

Model: DBA at 180 degrees

Material: Heavy-wall aluminum

BASE AND POLE

Model: Sternberg 9330SRTS

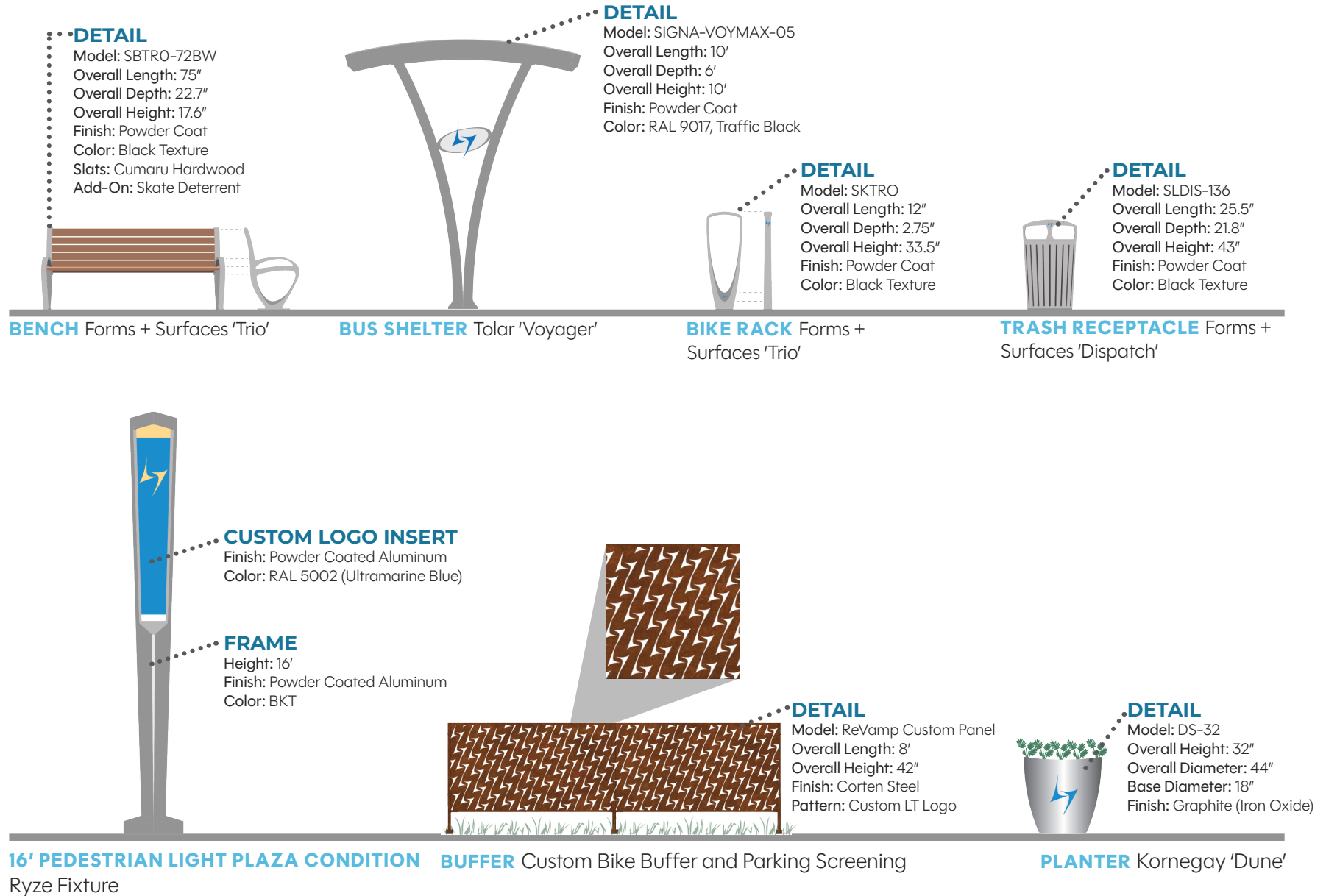
Overall Height: 30'

Overall Width: 6"

*Note: all finishes are black textured (BKT)

30' STANDARD ROADWAY LIGHT Lithonia 'D-Series Size O'

Product Information



[RETURN TO AGENDA](#)



PROPOSED RESOLUTION NO. 42-'26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH KANSAS HIGHWAY PATROL, TOPEKA, KANSAS, FOR THE PURCHASE OF ONE (1) 2022 DODGE DURANGO POLICE VEHICLE FOR USE BY THE FAIRVIEW HEIGHTS POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights is in need of one (1) Dodge Durango Police vehicle;

WHEREAS, Kansas Highway Patrol, 983 NE Strait Avenue, Topeka, KS. 66616, a government agency, has offered for purchase one (1) used 2022 Dodge Durango Police Pursuit AWD 5.7 8 speed AT Police SUV, equipped with emergency lights and siren, mileage under 50,000, VIN 1C4SDJFT8NC192875, in the amount not to exceed THIRTY-FOUR THOUSAND, TWO HUNDRED FIFTY DOLLARS (\$34,250.00);

WHEREAS, the monies for the purchase of one (1) new police vehicle is available in Police Federal Escrow funds.

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

That the Mayor be authorized to enter into an Agreement with Kansas Highway Patrol, 983 NE Strait Avenue, Topeka, KS. 66616 for the purchase of one (1) 2022 Dodge Durango Police Vehicle, VIN: 1C4SDJFT8NC192875, in the amount not to exceed THIRTY-FOUR THOUSAND, TWO HUNDRED FIFTY DOLLARS (\$34,250.00).

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 KAUFHOLD, CITY CLERK

PROPOSED RESOLUTION NO: 43-'26**A Resolution for:**Section No.: 20-00044-00-RSJob No.: C-98-013-24Project No.: FJEB(208)

WHEREAS, the City of Fairview Heights is proposing to overlay Longacre Drive, including all necessary work to complete the project, from Union Hill Road to Illinois Route 159.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City Council:

Section 1: The City Council hereby appropriates \$0.00, Zero Dollars or as much as may be needed to match the required funding to complete the proposed improvement from the Motor Fuel Tax Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of Fairview Heights is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 8 Bureau of Local Roads and Streets.

I, Karen Kaufhold, City Clerk in and for Fairview Heights, Illinois, a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the City Council at its meeting on the 21st day of July, 2026.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office this _____ day of _____, 20 ____.

(seal)

KAREN J. KAUFHOLD

CITY CLERK

CITY OF FAIRVIEW HEIGHTS

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"


**Joint Funding Agreement for
Federally Funded Construction**
LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Fairview Heights		St. Clair	20-00044-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU / LPF	N/A	EWGCG	7460-29

Construction

State Job Number	Project Number
C-98-013-24	FJEB(208)

☐ Local Let/Day Labor
 ☒ Construction on State Letting
 ☐ Construction Engineering
 ☐ Utilities
 ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Longacre DR	FAU 9163	0.51 MI	From	To
			00.00	00.51
Location Termini				
Union Hill RD to Ruby LN				
Current Jurisdiction		Existing Structure Number(s)		
City of Fairview Heights		N/A		
		Remove		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Longacre DR	FAU 9163	0.50 MI	From	To
			00.51	01.01
Location Termini				
Ruby LN to ILL 159				
Current Jurisdiction		Existing Structure Number(s)		
City of Fairview Heights		N/A		
		Remove		

PROJECT DESCRIPTION

Standard overlay of section of road and all necessary work to complete the project.

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	20-00044-00-RS	C9801324	FJEB(208)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The **STATE** and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention: The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records: The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records: Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement: By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mark Kupsky

Title of Official

Signature

Date

The above signature certifies the agency's TIN number is

370918589 conducting business as a Governmental Entity.

DUNS Number 020374427

UEI

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Fairview Heights	St. Clair	20-00044-00-RS	C-98-013-24	FJEB(208)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Part Construction - Segment 1	STU	\$593,346.00	1)	LPF	\$148,337.00	2)	Local	\$0.00	BAL	\$741,683.00
Construction Engineering				LPF	\$150,546.00	3)	Local	\$0.00	BAL	\$150,546.00
Part Construction - Segment 2				LPF	\$678,317.00	4)	Local	\$0.00	BAL	\$678,317.00
Total		\$593,346.00		Total	\$977,200.00		Total	\$0.00		\$1,570,546.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

- 1) 80% STU NTE \$593,346 - Segment 1 - Ruby LN to ILL 159
- 2) 20% LPF to be used as match to federal funds first
- 3) 100% LPF NTE \$150,546
- 4) 100% LPF NTE \$678,317 - Segment 2 - Union Hill RD to Ruby LN

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ **METHOD C - LPA's Share** BALANCE divided by estimated total cost multiplied by actual progress payment.

SCHEDULE NUMBER 1

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Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

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LRS Federal Funds RISK ASSESSMENT			
Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	<u>0 points</u> - no significant changes in the last 4 or more years; <u>1 point</u> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <u>2 points</u> - significant key staff or elected leadership changes within the last 3 years; <u>3 points</u> - significant key staff and elected leadership changes within the last 3 years	
	What is the LPA's history with federal-aid funded transportation projects?	<u>0 points</u> - One or more federal-aid funded transportation projects initiated per year; <u>1 point</u> - At least one project initiated within the past three years; <u>2 points</u> - AT least one project initiated within the past 5 years; <u>3 points</u> - None or more than 5 years	
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	<u>0 points</u> - Full-time employee with experience designated as being in "responsible charge"; <u>1 point</u> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <u>2 points</u> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <u>3 points</u> - LPA staff have no prior experience or technical expertise and relying solely on consultant	
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	<u>0 points</u> - No; <u>1 point</u> - Delays of 6 or more months; <u>2 points</u> - Delays of up to 1 year; <u>3 points</u> - 1 year or more years of delay	
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	<u>0 points</u> - yes; <u>3 points</u> - no	
	What is the LPA's accounting system?	<u>0 points</u> - Automated accounting software; <u>1 point</u> - Spreadsheets; <u>2 points</u> - paper only; <u>3 points</u> - none	
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	<u>0 points</u> - yes; <u>3 points</u> - no	
Audits	When was the last time a financial statement audit was conducted?	<u>0 points</u> - in the past year; <u>1 point</u> - in the past two years; <u>2 points</u> - in the past three years; <u>3 points</u> - 4 years or more, or never	
	What type of financial statement audit has the organization had conducted?	<u>0 points</u> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <u>1 point</u> - Financial review?; <u>2 points</u> Other type? or no audit required; <u>3 points</u> - none	
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	<u>0 points</u> - no; <u>3 points</u> - yes, or no audits required	
	Have the findings been resolved?	<u>0 points</u> - yes or no findings; <u>1 point</u> - in progress; <u>3 points</u> - no	

Summary of Risk		District Review Signature & Date	Central Office Review Signature & Date
General History of Performance			
Financial Controls			
Audits			
Total		Additional Requirements? ☐ Yes ☐ No	

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SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Fairview Heights LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?
☐ Yes ☐ No

2. Does the City of Fairview Heights LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Fairview Heights LPA fiscal year?
☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Fairview Heights LPA performed a single audit for their previous fiscal year?
☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☐ Yes ☐ No

b. For the current fiscal year, does the City of Fairview Heights LPA intend to comply with Subpart F of 2 CFR 200?
☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		City of Fairview Heights

Signature & Date

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.

County Insert the name of the county in which the LPA is located.

Section Number Insert the section without dashes. The dashes are automatically inserted.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).

ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAF	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

Construction

Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"

Project Number Insert the project number assigned to the construction portion of this project.

Local Let/Day Labor Check this box if the construction portion of this project will be local let or day labor.

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Construction Engineering Check this box if the construction portion of this project will involve construction engineering.

Utilities Check this box if the construction portion of this project will involve utility work.

Railroad Work Check this box if the construction portion of this project will involve railroad work.

Location Use the add location bu

Local Street/Road Name Insert the local street/road name.

Key Route Insert the key route of the street/road listed above.

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.

Station

From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description Insert a description of the work to be accomplished by this project.

Instructions for BLR 05310C Page 2 of 4

Agreement Signatures Execution

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.
 Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	Choose the type of LPA funds from the drop-down.
Fund Type	Insert the amount of LPA funds for the type of listed under fund type.
Amount	Insert the percentage of LPA funds for this type.
%	Insert any necessary additional information as to how the funding is being applied for this project.
Explanation	

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

Instructions for BLR 05310C Page 3 of 4

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA

Bureau of Local Roads & Streets

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.

Orientation:

☒ Auto

☐ Portrait

☐ Landscape

Instructions for BLR 05310C Page 4 of 4

Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [city, village, town, county] of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the {Board} :

Section 1: The {Board} hereby appropriates \$_____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District _____ Bureau of Local Roads and Streets.

I, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

(seal)

PROPOSED RESOLUTION NO. 44-‘26

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH GONZALEZ COMPANIES, LLC FOR THE PROPOSED OVERLAY OF LONGACRE DRIVE FROM UNION HILL ROAD TO ILLINOIS ROUTE 159.

WHEREAS, it has been determined it necessary to obtain construction engineering services to include construction observation and documentation services to the Illinois Department of Transportation; and,

WHEREAS, it is the City’s intent to fund these construction engineering services with the City’s Motor Fuel Tax Funds; and,

WHEREAS, Gonzalez Companies, LLL has served the City in the past and has been selected now to perform said construction engineering services.

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

That the City of Fairview Heights does hereby authorize the Mayor to enter into an Engineering Services Agreement with Gonzalez Companies, LLC, 525 West Main Street, Suite 125, Belleville, Illinois 62220 to provide construction engineering services for the proposed overlay of Longacre Drive from Union Hill Road to Illinois Route 159 for a total cost of ONE HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED ONE DOLLARS AND NO CENTS (\$135,801.00) per the Local Public Agency Engineering Services Agreement, attached hereto, made a part hereof, and marked “Exhibit A.”

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

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"


**Illinois Department
of Transportation**
**Local Public Agency
Engineering Services Agreement**
Using Federal Funds? ☐ Yes ☒ NoUsing State Funds (Non-MFT/TBP)? ☒ Yes ☐ No

Agreement For

State Funded CE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency

Fairview Heights

County

St. Clair

Section Number

20-00044-00-RS

Job Number

D-98-048-26

Project Number

FJEB(208)

Contact Name

John Harty

Phone Number

(618) 489-2020

Email

harty@cofh.org

SECTION PROVISIONS

Local Street/Road Name

Longacre Drive

Key Route

FAU 9163

Length

1.0 Mi.

Structure Number

N/A

Location Termini

Union Hill Road to IL Route 159

Add Location

Remove Location

Project Description

The proposed improvements to Longacre Drive will include patching areas of pavement that have already failed, as well as selective repair of curb and gutter. Improvements will also include hot-mix asphalt resurfacing, pavement markings and selective sidewalk replacement and curb ramp improvements.

Engineering Funding

☐ MFT/TBP☒ State☐ OtherAnticipated Construction Funding ☒ Federal ☐ MFT/TBP ☒ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name

Gonzalez Companies, LLC

Contact Name

Tony Schenk

Phone Number

(618) 222-2221

Email

tschenk@gocos.net

Address

525 West Main Street, Suite 125

City

Belleville

State

IL

Zip Code

62220

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT 1: Scope of Services
- ☒ EXHIBIT 2: Project Schedule
- ☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT 4: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- ☒ EXHIBIT 5 : Direct Costs Summary Sheet

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit 3).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$135,801.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies, LLC	43-1872209	\$135,801.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$135,801.00
Total for all work		\$135,801.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest: The of

Fairview Heights

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

Fairview Heights

Clerk

(SEAL)

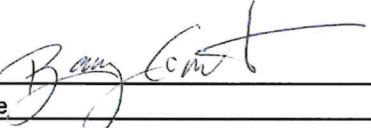
Executed by the ENGINEER:

Prime Consultant (Firm) Name

Gonzalez Companies, LLC

Attest:

By (Signature & Date)

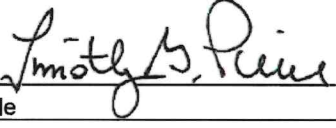


6/23/2026

Title

President

By (Signature & Date)



6/23/2026

Title

Chief Financial Officer

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Fairview Heights	Gonzalez Companies, LLC	St. Clair	20-00044-00-RS

**EXHIBIT 1
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

TASK 1 CONSTRUCTION INSPECTION

ENGINEER agrees to provide construction inspection services for the project. Daily inspections are expected to include the following specific items:

- PCC Pavement, Curb, and Sidewalk Removals
- Hot-Mix Asphalt Surface Removal
- PCC Pavement Surface Removal
- Sewer Manhole Adjustment
- PCC Pavement Patching
- PCC Curb, Gutter, Driveway and Sidewalk
- Hot-Mix Asphalt Binder and Surface Course
- Pavement Marking & Signage

Preconstruction Phase Services, Nuclear Density Tests, PCC Concrete Testing, Traffic Control Inspections, Pay Estimate preparation and submittals, Material Assignment/Material Documentation, Final Inspection, Reporting, and Project Closeout, Project Management and Client Coordination, QC/QA, and mileage to and from the site are all items included in the scope of work.

ASSUMPTIONS AND CLARIFICATIONS

Task 1 – The estimated time and fee provided in the manhour estimate is largely dependent on the contractor's schedule of operations. Since Gonzalez is not in control of the means and methods or schedule of work, daily construction inspection assistance will be provided up to a maximum of 480 hours (8 hours a day for an assumed 60 working days for a Project Engineer III) and an additional 412 hours (a combination of Project Managers, Project Engineers, and Engineer Technicians during the regular work week).

This agreement includes no work for construction layout. Per the construction documents, the construction contractor is required to perform, or have performed, all construction layout necessary to construct the improvements. If construction layout is needed, the CLIENT will be billed on a time and material basis according to the attached Professional Service Rates.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Fairview Heights	Gonzalez Companies, LLC	St. Clair	20-00044-00-RS

EXHIBIT 2
PROJECT SCHEDULE

Construction Inspection and Material Testing - Anticipated 40 working days
Preconstruction services in advance of construction -1 week
Final Inspection, Reporting and Project Close Out - 4 weeks

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Fairview Heights	Gonzalez Companies, LLC	St. Clair	20-00044-00-RS

Exhibit 3
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☐

Exhibit 5
Direct Costs Worksheet

Local Public Agency	County	Section Number	Job Number
Fairview Heights	St. Clair	20-00044-00-RS	D9804826
Consultant/Subconsultant Name			

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (Per Federal GSA)	Up to Federal rate maximum			
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			
Air Fare	Coach rate, actual cost, requires minimum two weeks; notice, with prior IDOT approval			
Vehicle Mileage (per Federal GSA)	Up to federal rate maximum	2,000	\$0.72	\$1,450.00
Vehicle Owned or Leased (No mileage charged allowed)	\$45.00/half day (4 hours or less) or \$90/full			
Vehicle Rental	Actual Cost (Up to \$55/day)			
Tolls	Actual Cost			
Parking	Actual Cost			
Overtime	Premium portion (Submit supporting documentation)			
Shift Differential	Actual Cost (Based on firm's policy)			
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			
Project Specific Insurance	Actual Cost			
Monuments (Permanent)	Actual Cost			
Photo Processing	Actual Cost			
2-Way Radio (Survey or Phase III Only)	Actual Cost			
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
CADD	Actual Cost (Max \$15/hour)			
Web Site	Actual Cost (Submit supporting documentation)			
Advertisements	Actual Cost (Submit supporting documentation)			
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			
Recording Fees	Actual Cost			
Transcriptions (specific to project)	Actual Cost			
Courthouse Fees	Actual Cost			

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Testing of Soil Samples	Actual Cost			
Lab Services	Actual Cost (Provide breakdown of each cost)	120	\$40.00	\$4,800.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
TOTAL DIRECT COSTS:				\$6,250.00



EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
ANNIVERSARY RAISE

Local Public Agency Fairview Heights	County St. Clair	Section Number 20-00044-00-RS
Prime Consultant (Firm) Name Gonzalez Companies, LLC	Prepared By Tony Schenk	Date 6/23/2026
Consultant / Subconsultant Name N/A	Job Number D-98-048-26	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	
START DATE	6/1/2026		
RAISE DATE	ANNIVERSARY		

OVERHEAD RATE	124.29%
COMPLEXITY FACTOR	0
% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be:

3.00%

Local Public Agency	County	Section Number
Fairview Heights	St. Clair	20-00044-00-RS
Consultant / Subconsultant Name		Job Number
N/A		D-98-048-26

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	3.00%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Technician III	\$28.74	\$29.60
Technician IV	\$30.80	\$31.72
Technician V	\$33.09	\$34.08
Technician VI	\$36.04	\$37.12
Technician VII	\$40.88	\$42.11
Technician VIII	\$45.16	\$46.51
Technician IX	\$49.39	\$50.87
Technician X	\$50.18	\$51.69
Project Engineer I	\$34.36	\$35.39
Project Engineer II	\$36.63	\$37.73
Project Engineer III	\$38.99	\$40.16
Project Engineer IV	\$41.65	\$42.90
Project Engineer V	\$44.75	\$46.09
Project Engineer VI	\$47.08	\$48.49
Project Engineer VII	\$51.76	\$53.31
Project Engineer VIII	\$55.13	\$56.78
Project Manager II	\$61.71	\$63.56
Project Manager III	\$62.42	\$64.29
Project Manager IV	\$67.38	\$69.40
Project Manager V	\$71.40	\$73.54
Project Manager VI	\$73.29	\$75.49
Project Manager VII	\$76.56	\$78.86
Project Manager VIII	\$79.32	\$81.70
Project Manager IX	\$80.90	\$83.33
Project Manager X	\$88.59	\$90.00
Project Manager XI	\$90.00	\$90.00

Local Public Agency

Fairview Heights

County

St. Clair

Section Number

20-00044-00-RS

Consultant / Subconsultant Name

N/A

Job Number

D-98-048-26

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (up to the federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage Federal GSA) (per	Up to federal rate maximum	2000	\$0.73	\$1,450.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90.00/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	120	\$40.00	\$4,800.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$6,250.00

Fairview Heights

St. Clair

20-00044-00-RS

N/A

D-98-048-26

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

COMPLEXITY FACTOR 0.00%

Subconsultant DL

PR + OH =	\$	112,936.00
PR+OH+DC+FF =	\$	136,825.00
FF without Subconsultant DL=	\$	16,616.00

Local Public Agency
 Fairview Heights
 Consultant / Subconsultant Name
 N/A

County
 St. Clair

Section Number
 20-00044-00-RS
 Job Number
 D-98-048-26

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Daily Site Visits			Nuclear Density Tests, PCC Concrete Testing			Pay Estimate Preparation and Processing (Assume 4 Pay Estimates)			Request for Material Assignment / Materials Documentation			Preconstruction Phase Services		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Technician III	29.60	0.0																	
Technician IV	31.72	0.0																	
Technician V	34.08	0.0																	
Technician VI	37.12	0.0																	
Technician VII	42.11	0.0																	
Technician VIII	46.51	0.0																	
Technician IX	50.87	0.0																	
Technician X	51.69	0.0																	
Project Engineer I	35.39	0.0																	
Project Engineer II	37.73	0.0																	
Project Engineer III	40.16	480.0	46.88%	18.82	480	66.67%	26.77												
Project Engineer IV	42.90	0.0																	
Project Engineer V	46.09	160.0	15.63%	7.20	120	16.67%	7.68	40	50.00%	23.05									
Project Engineer VI	48.49	0.0																	
Project Engineer VII	53.31	296.0	28.91%	15.41	120	16.67%	8.89	40	50.00%	26.66	16	100.00%	53.31	48	100.00%	53.31	24	60.00%	31.99
Project Engineer VIII	56.78	0.0																	
Project Manager II	63.56	0.0																	
Project Manager III	64.29	0.0																	
Project Manager IV	69.40	0.0																	
Project Manager V	73.54	0.0																	
Project Manager VI	75.49	0.0																	
Project Manager VII	78.86	0.0																	
Project Manager VIII	81.70	0.0																	
Project Manager IX	83.33	0.0																	
Project Manager X	90.00	88.0	8.59%	7.73													16	40.00%	36.00
Project Manager XI	90.00	0.0																	
		0.0																	
TOTALS		1024.0	100%	\$49.17	720.0	100.00%	\$43.34	80.0	100%	\$49.70	16.0	100%	\$53.31	48.0	100%	\$53.31	40.0	100%	\$67.99

County

20-00044-00-RS

St. Clair

Job Number

D-98-048-26

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Inspection, Reporting, and Project Closeout			Project Management and Client Coordination			QC/QA											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Technician III	29.60																		
Technician IV	31.72																		
Technician V	34.08																		
Technician VI	37.12																		
Technician VII	42.11																		
Technician VIII	46.51																		
Technician IX	50.87																		
Technician X	51.69																		
Project Engineer I	35.39																		
Project Engineer II	37.73																		
Project Engineer III	40.16																		
Project Engineer IV	42.90																		
Project Engineer V	46.09																		
Project Engineer VI	48.49																		
Project Engineer VII	53.31	24	50.00%	26.66	24	50.00%	26.66												
Project Engineer VIII	56.78																		
Project Manager II	63.56																		
Project Manager III	64.29																		
Project Manager IV	69.40																		
Project Manager V	73.54																		
Project Manager VI	75.49																		
Project Manager VII	78.86																		
Project Manager VIII	81.70																		
Project Manager IX	83.33																		
Project Manager X	90.00	24	50.00%	45.00	24	50.00%	45.00	24	100.00%	90.00									
Project Manager XI	90.00																		
TOTALS		48.0	100%	\$71.66	48.0	100%	\$71.66	24.0	100%	\$90.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

Fairview Heights

County

St. Clair

Section Number

20-00044-00-RS

Consultant / Subconsultant Name

N/A

Job Number

D-98-048-26

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 3 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES																		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Technician III	29.60																		
Technician IV	31.72																		
Technician V	34.08																		
Technician VI	37.12																		
Technician VII	42.11																		
Technician VIII	46.51																		
Technician IX	50.87																		
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Project Engineer VIII	56.78																		
Project Manager II	63.56																		
Project Manager III	64.29																		
Project Manager IV	69.40																		
Project Manager V	73.54																		
Project Manager VI	75.49																		
Project Manager VII	78.86																		
Project Manager VIII	81.70																		
Project Manager IX	83.33																		
Project Manager X	90.00																		
Project Manager XI	90.00																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Fairview Heights

N/A

St. Clair

20-00044-00-RS

D-98-048-26

SHEET 4

[illegible]

D-98-048-26

SHEET 5 OF 2



SOIL TESTING		ASTM/AASHTO	Price	Unit
Laboratory Tests				
1	Compaction Control			
	Moisture-Density Relationship			
	TxDOT 113E/114E	TxDOT 113E/114E	360.00/310.00	Ea
	Standard Proctor	D698/T99	310.00	Ea
	Modified Proctor	D1557/T180	340.00	Ea
	California Bearing Ratio (CBR) (moisture-density relationship additional)			
	Single-Point (unsoaked)	D1883/T193	215.00	Ea
	Single-Point (soaked)		225.00	Ea
	3-Point Single Moisture (soaked)		520.00	Ea
	Relative Density - Minimum and maximum density	D4253/4254	Upon Request	Ea
2	Material Characterization			
	Manual/Visual Description	D2488	36.00	Ea
	TxDOT 104E, 105E, 106E Atterberg Limits	TxDOT 104E, 105E, 106E	102.00	Ea
	Atterberg Limits - Method A or B	D4318/T89, T90	92.00	Ea
	Liquid Limit Only	D4318/T89, T90	75.00	Ea
	Unit Weight Determination	D7263	65.00	Ea
	Grain Size Analysis			
	Sieve Analysis (includes percent finer than No. 200)	D6913/T88	108.00	Ea
	Sieve Analysis with Hydrometer	D7928	198.00	Ea
	Percent finer than No. 200 (washed)	D1140	72.00	Ea
	Specific Gravity of Soil	D854/T100	170.00	Ea
	Moisture Content	D2216/T265	15.00	Ea
	Organic Content	D2974/T267	80.00	Ea
	Organic Classification Using Atterberg Method	D2487	170.00	Ea
	Wet Organic Content	T194	158.00	Ea
	TxDOT 121E pH Lime Series Curve	TxDOT 121E	260.00	Ea
	TxDOT 128E pH Determination	TxDOT 128E	52.00	Ea
	pH	D4972/T289	52.00	Ea
	pH	G51	42.00	Ea
	Soil Resistivity	T288	225.00	Ea
3	Strength and Behavioral Properties			
	One Dimensional Consolidation Test - Includes laboratory e-log and p-curve	D2435/T216	675.00	Ea
	Swell Test	D4546	375.00	Ea
	Unconfined Compression Test			
	Undisturbed Samples (includes dry density)	D2166/T208	125.00	Ea
	Using Rimac on ss samples		22.00	Ea
	Triaxial Strength Testing			
	TxDOT 117E Texas Triaxial	TxDOT 117E	1,800.00	Ea
	Unconsolidated, Undrained (UU) (Q)	D2850/T296	185.00	Pt
	Consolidated, Undrained (CU) (R)	D4767/T297		
	Per Point		495.00	Ea
	Additional Multi-Stage Points		285.00	Ea
	Consolidated, Drained (CD)	D7181		
	Per Point		675.00	Ea
	Additional Multi-Stage Points		285.00	Ea
	Direct Shear	D3080/T236		
	Non-cohesive		285.00	per point
	Cohesive		385.00	per point
	Hydraulic Conductivity Tests			
	Triaxial Flexible Wall	D5084	395.00	Ea
	Rigid Wall	D2434/T215	310.00	Ea
	Thermal Conductivity			
	5-pt Curve	D5334	945.00	Ea
	Single Point		170.00	per point
	Rock Core			
	Description/photo		90.00	Box
	Unconfined Compression Test	D7012 Method C	98.00	Ea
	Direct Shear	D3080	295.00	Ea
	Remolding Samples	D3080		
	Samples for Consolidation, Swell, or Direct Shear		68.00	Ea
	Samples for QU, UU, CU, or Hydraulic Conductivity		98.00	Ea
4	Chemical Testing			
	Total Sulfates	C1580/T290	60.00	Ea
	Chlorides	T291	60.00	Ea
5	Soil-Cement Mixtures			
	Soil-Cement Mix Design (includes 3 cement ratio points)	D1633/D559/D560/D1632	1,900.00	Ea
	Additional cement ratio points	D1633/D559/D560/D1632	270.00	Ea



SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Gonzalez Companies, LLC

Updated Pricing - Master Services Agreement

June 17, 2026

SOIL TESTING (continued)		ASTM/AASHTO	Price	Unit
Field Services				
	Nuclear Density Equipment	D2922/T130	85.00	Day
	Sand Cone Equipment & Materials per Test	D1556/T191	52.00	Test
	Drive Tube Equipment	D2937	35.00	Day
	Settlement Plates	D6598	400.00	Ea
	GPS Unit		50.00	Day
CONCRETE TESTING				
Laboratory Services				
1	Compressive Strength			
	Cylinders - 4"x8", 3"x6" (Cast by SCI, Tested or held in reserve)	C39/T22	23.00	Ea
	Cylinders - 6"x12" (Cast by SCI, Tested or held in reserve)	C39/T22	30.00	Ea
	Cylinders - Cast by Others (Tested or held in reserve)	C39/T22	40.00	Ea
	2" x 4" Cylinder	C780	23.00	Ea
	2" x 2" Cube	C109/T106	23.00	Ea
	Drilled Cores (including sawcutting one end)	C42/T24	70.00	Ea
	CLSM w/Density	D4832	98.00	Ea
	Sawcut Cylinders (If ends are not in compliance with ASTM standards)	C39	35.00	Ea
	Nominal 4" x 4" x 8" Grout Sample	C39	50.00	Ea
	Concrete Masonry Unit	C140	118.00	Ea
2	Cylinder Molds Purchased Separately (4x8 or 6x12)		2.00	Ea
3	Flexural Strength - 6" x 6" x 21" or 24" beam	C78/T97	98.00	Ea
4	Shrinkage/Length Change of Hardened Concrete (set of 3 beams)	C157/C490	575.00	Ea
	Fabrication of Samples for testing	C192	750.00	Test Set
5	Mix Design/Verification (does not include aggregate tests)			
	Trial Mix Verification (1-point, includes 6 cylinders)	C192	1,950.00	Ea
	Trial Mix (includes 3-point w/c ratio relationship & 18 cylinders)		4,800.00	Ea
6	Masonry Mortar Mix Test		650.00	Ea
7	Aggregate Characteristics			
	TxDOT 110E Gradation	TxDOT 110E	98.00	Ea
	Sieve Analysis	C136/T27	80.00	Ea
	Washed Sieve Analysis (includes percent finer than No. 200)	C136/C117/T27/T11	108.00	Ea
	Washed Sieve Analysis (percent finer than No. 200 only)	C117/T11	72.00	Ea
	Rapid Turnaround (Stove drying)		50.00	Add
	Add for samples with nominal maximum sizes greater than 1"		30.00	Add
	Unit Weight and Voids in Aggregate	C29/T19	98.00	Ea
	Specific Gravity and Absorption of Coarse Aggregate	C127/T85	135.00	Ea
	Specific Gravity and Absorption of Fine Aggregate	C128/T84	170.00	Ea
	Clay Lumps and Friable Particles in Aggregate	C142/T112	140.00	Ea
	MoDOT Deleterious Determination	TM71	90.00	Ea
	Surface Moisture in Fine Aggregate	C70	35.00	Ea
	Soundness (sodium sulfate)	C88/T104	625.00	Ea
	Soundness (magnesium sulfate)	C88/T104	530.00	Ea
	TxDOT 116E Wet Ball Mill	TxDOT 116E	485.00	Ea
	Resistance to Abrasion	C131	660.00	Ea
	Flat & Longated, Flat or Elongated	D4791	70.00	Ea
	Lightweight Particle	C123/T113		
	Fine Aggregate (2.0SG)		135.00	Ea
	Coarse Aggregate (2.0SG)		205.00	Ea
	Coarse Aggregate (2.4SG)		355.00	Ea
	Organic Impurities in Fine Aggregate for Concrete	C40/T21	140.00	Ea
	Sand Equivalent	D2419/T176	285.00	Ea
8	Concrete Core Thickness	C174/T148	28.00	Ea
9	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)	C1260/C1567/C1105	1,600.00	Ea
10	Resistance of Concrete to Rapid Freezing and Thawing			
	Method A (Freezing & Thawing in water)	C666/T161	2,800.00	Ea
	Method B (Freezing in air and Thawing in water)	C666/T161	3,300.00	Ea
	Fabrication of Samples for testing	C1646	900.00	Test Set
Field Services				
1	Quality Control (includes determination of slump and air content, making cylinders and retrieval)			
	Field Testing	C31/T23	Per Rate Schedule	Hr
2	Concrete Batch Plant Inspection by Registered Professional Engineer (NRMCA Certification)		Upon request	
3	Climate Controlled Site Initial Curing Box		950.00	Month
In-Place Testing				
1	Rebound Hammer Tests	C805	Upon request	Hr
2	Windsor Probe Penetration Tests	C803		
	Field Testing		Per Rate Schedule	Hr
	Equipment		165.00	Day
	Probes (set of three)		100.00	Ea



CONCRETE TESTING (continued)		ASTM/AASHTO	Price	Unit
In-Place Testing				
3	Coring (450.00 minimum)			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		6.00	Inch
	Coring Machine		150.00	Day
4	Floor Flatness (\$850 minimum)	E1155	0.06	Square Foot
5	Vapor Emission Test	F1869	78.00	Ea
	Field Testing		Per Rate Schedule	Hr
6	Relative Humidity Loggers in Floor Slab	F2170	85.00	Ea
	Field Testing		Per Rate Schedule	Hr
7	Ground Penetrating Radar-Concrete Scanning (4 hour minimum charge)		300.00	Hr
ASPHALTIC CONCRETE TESTING				
Laboratory Services				
1	Bitumen Content			
2	Extraction	D2172/T164		
	Asphalt Content		325.00	Ea
	Asphalt Content and Gradation	D2172/T164/D5444	375.00	Ea
3	Ignition Oven			
	Asphalt Content	D6307/T308	230.00	Ea
	Asphalt Content and Gradation	D6307/D5444	295.00	Ea
4	Bulk Specific Gravity	D2726/T166	50.00	Ea
5	Maximum Theoretical Specific Gravity	D2041/T209	155.00	Ea
6	Aggregate Correction Factor Determination for Asphalt Ignition Oven	D6307	875.00	Ea
7	Asphalt Core Thickness	D3549	25.00	Ea
Field Services				
1	Commercial Placement Observation (includes determining maximum density of field mix, monitoring density, estimating thickness, and recording temperature)			
	Field Testing	D2950	Per Rate Schedule	Hr
	Nuclear Density Equipment		85.00	Day
2	Coring (350.00 minimum)			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		4.00	Inch
	Coring Machine		150.00	Day
SPECIAL INSPECTIONS TESTING				
1	Structural Steel Observations (includes visual weld inspection, bolt torque determination, and Skidmore-Wilhem bolt tension calibrator)			
	Field Inspection	AWS D1.1	Per Rate Schedule	Hr
	Equipment		70.00	Day
2	Nondestructive Testing			
	Ultrasonic Inspection			
	Field Testing	AWS D1.1	Per Rate Schedule	Hr
	Equipment		180.00	Day
3	Magnetic Particle Inspection			
	Field Testing	E1444/E709	Per Rate Schedule	Hr
	Equipment		95.00	Day
4	Dye Penetrant Inspection	E165	Upon Request	
5	Welding Operator Qualifications And Inspection (includes welder performance verification and guided bend test)	AWS D1.1	Upon Request	
6	Adhesion testing of epoxied items into concrete and masonry (includes pullout testing of epoxied anchor bolts and reinforcing steel)			
	Field Testing	IBC	Per Rate Schedule	Hr
	Testing Equipment		135.00	Day
7	Bond or Tensile Strength Testing (Pull-off Method)			
	Field Testing	C1583/D4541/D7234	Per Rate Schedule	Hr
	Testing Equipment		135.00	Day
8	Spray-applied Fireproofing Density Testing			
	Field Testing	IBC/E605	Per Rate Schedule	Hr
	Lab Testing		45.00	Ea
9	Spray-applied Fireproofing Cohesion/Adhesion Testing			
	Field Testing	IBC/E736	Per Rate Schedule	Hr
	Testing Equipment		40.00	Ea
10	Intumescent Coating Dry Film Thickness (DFT) Testing			
	Field Testing	IBC	Per Rate Schedule	Hr
	Testing Equipment		95.00	Day
MILEAGE FOR ALL SERVICES			0.80	per mile
This price list is not inclusive of all tests and services: prices for additional tests and services will be provided upon request.				

PROPOSED RESOLUTION NO. 45-'26

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH WOOLPERT ARCHITECTURE LLC TO PROVIDE CONSTRUCTION ADMINISTRATION SUPPORT FOR THE RENOVATION OF THE CITY'S COUNCIL CHAMBERS AND COURT ROOM.

WHEREAS, it has been determined it necessary to obtain construction administration support for the renovation of the City's Council Chambers and Court Room in City Hall; and

WHEREAS, Woolpert Architecture LLC has provided professional design services to the City for the renovation of the City's Council Chambers and Court Room and has been selected now to perform construction administration support for the renovation project.

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

That the City of Fairview Heights does hereby authorize the Mayor to enter into a Professional Service Agreement with Woolpert Architecture LLC, 12 Wolf Creek Drive, Swansea, Illinois 62226 to provide construction administration support for the renovation of the City's Council Chambers and Court Room on an hourly basis as depicted in Attachment B: Compensation of Woolpert Architecture LLC's Professional Service Agreement, attached hereto, made a part hereof, and marked "Exhibit A."

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

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"**Professional Service Agreement**

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on 13th day of July, 2026, between Woolpert Architecture LLC ("Woolpert") and the City of Fairview Heights, IL ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: CA Support - COFH Council Chambers Renovation ("Project"), all as described below:

1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, which is hereby incorporated by reference. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service.
2. **Schedule:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.
3. **Fees:** Client agrees the total compensation due Woolpert for its professional service is provided in Attachment B which is hereby incorporated by reference. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement as provided herein, without penalty or liability, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.
4. **Communication/Coordination:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement. Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality. Client grants Woolpert the right to use Client's name and logo in Woolpert's marketing materials, website, presentations, and customer lists to identify Client as a customer of Woolpert and to prepare descriptions of the Project for same. Any other public use, including case studies, will require Client's prior written approval, not to be unreasonably withheld. All usage will comply with Client's brand guidelines, if provided.
5. **Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.
6. **Standard of Care:** Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession.
7. **Terms and Conditions:** This Agreement is subject to the Terms and Conditions included in Attachment C: Terms and Conditions, which is hereby incorporated by reference.
8. **Entirety of Agreement:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

City of Fairview Heights

Woolpert Architecture LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment A: Scope of Services

Client's Representative

- Name: John Harty, Director of Public Works
- Company: City of Fairview Heights
- Address: 10025 Bunkum Road, Fairview Heights, IL 62208
- Phone Number: 618-489-2020
- Email address: harty@cofh.org

Woolpert's Contact

- Name: Denise Breunig
- Address: 12 Wolf Creek Dr., Swansea, IL 62226
- Phone Number: 618-632-2820
- Email address: denise.breunig@woolpert.com

Project Understanding/Scope of Services:

The City of Fairview Heights (COFH) has embarked on a renovation of the Council Chambers Room at City Hall. Woolpert has provided design services to allow the project to be publicly bid to contractors. COFH seeks Construction Administration Support from Woolpert on an as-needed basis, which will include but not be limited to the following:

- a. Facilitate one (1) Pre-Bid Meeting and issue minutes to COFH for distribution to the contractors.
- b. Respond to Contractor RFIs during bidding and construction, as requested by COFH.
- c. Provide Addendum drawings during bidding, as requested by COFH.
- d. Provide two options for finish color palette to include carpet tile, LVP, paint and plastic laminate once GC is awarded and specific suppliers are known to Woolpert. Review options with COFH and document decisions. Provide documentation to COFH for distribution to the GC.
- e. Issue ASIs and Change Orders, as requested by COFH.
- f. Site Observation visits with follow-up reports w/ photos when helpful, as requested by COFH.
- g. Other architectural or engineering support to get this project completed, as requested by COFH.

Woolpert will incur minimal project management and administrative support time during construction to produce invoices. This time is estimated to be 2-3 hours per month. Should the time required be more in a specific month, Woolpert to include an explanation in the invoice.

Schedule

The bidding period is expected to be 2-3 weeks and the construction schedule, once the GC is awarded, is anticipated to be approximately 3 months.

Client Responsibility

All requests for items above to be documented via email from COFH.

Attachment B: Compensation

Hourly Summary

Labor related to work outlined above to be completed by team members on an hourly basis, using the current year's hourly rate schedule – see below.

Hourly Rate Schedule

Woolpert Inc	
2026 Hourly Rate Schedule	
Program Director	\$315
Sr. Project Manager	\$285
Project Manager	\$260
Sr Architect	\$255
Architect	\$210
Sr Architectural Designer	\$185
Architectural Designer	\$130
Interior Designer	\$165
Senior Engineer	\$260
Engineer	\$205
Sr. Civil Engineer	\$215
Civil Engineer	\$195
Sr. Landscape Architect	\$215
Sr Planner	\$215
Landscape Architect	\$185
Planner	\$195
BIM Coordinator	\$175
Sr CAD/BIM Technician	\$155
CAD/BIM Technician	\$145
PM Coordinator	\$135
Support	\$125

Rate Schedule will be adjusted annually on January 1 of next calendar year.

Reimbursable Expenses

Reimbursable expenses are direct expenses including but not limited to the following times a multiple of 1.10:

- Shipping/overnight delivery
- Prints

Estimated Reimbursable Expenses Total.....\$500.00

Attachment C: Terms and Conditions

Force Majeure. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

Client Representations. Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

Insurance. Woolpert agrees to maintain insurance coverage as set forth herein. Should Client require insurance coverage beyond the limits maintained by Woolpert, Client shall be responsible for the increased costs to procure such insurance.

- (a) Workers Compensation: statutory;
- (b) Commercial General Liability: \$1,000,000/\$2,000,000 per occurrence/aggregate;
- (c) Automobile Liability: \$1,000,000 combined single limit bodily injury/property damage each accident; and
- (d) Professional Liability: \$2,000,000/\$2,000,000 per claim/aggregate.

Limitation of Liability. Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement. Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs to Woolpert's fee, or Fifty Thousand Dollars, whichever is greater.

Certifications. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Warranty Disclaimer. Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Construction/Site Safety. Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Hazardous Materials. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

Documentation and Ownership. Drawings, specifications, documents, and data prepared or collected by Woolpert are instruments of services and may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Termination/Suspension. Woolpert may terminate this Agreement for convenience upon thirty (30) days prior written notice to Client without penalty or liability. In the event of Client's failure to make payments or substantially perform its obligations under this Agreement Woolpert may suspend services or terminate this Agreement, without penalty or liability, upon seven days prior written notice and failure of the Client to cure the default within the seven-day period. In the event of any termination, Woolpert shall be paid for all services performed through the date of termination. If it is later determined that any termination for failure of the Client to make payments or substantially perform its obligations was excusable, the termination shall be deemed to be a termination for convenience.

Duty to Notify. Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Export/Import Control. Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits, Woolpert's performance will be excused, and this Agreement will be terminated for the convenience of Woolpert.

Electronic Files. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.

No Fiduciary Duty. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Headings. Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

Choice of Law/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within Greene County, Ohio.