



AGENDA

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
BOARD OF DIRECTORS MEETING
May 16, 2012 7:30 a.m.**

Metro-East Park and Recreation District Office
104 United Drive, Collinsville, Illinois 62234

1. Call to Order
John Conrad, President
2. Approval of Minutes of April 20, 2012
3. Program Status Report
Les Sterman, Chief Supervisor
4. Budget Update and Approval of Disbursements
Les Sterman, Chief Supervisor
5. Project Progress Report
Jay Martin, AMEC Environment & Infrastructure
6. AMEC Work Order 8 – Construction Management
7. Selection of Contractor for Construction Package #1 -
Gravity Drain/Toe Drain Rehabilitation (MESD)
8. Discussion of Project Labor Agreement Issues
9. Other Business

Executive Session (if necessary)
10. Adjournment

Next Meeting: June 20, 2012

MINUTES

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL BOARD OF DIRECTORS MEETING

April 20, 2012

The regular meeting of the Board of Directors was held at the Metro-East Park and Recreation District Office, 104 United Drive, Collinsville, Illinois at 7:30 a.m. on Friday April 20, 2012.

Members in Attendance

John Conrad, President (Chair, Monroe County Flood Prevention District)
James Pennekamp, Vice-President (Chair, Madison County Flood Prevention District)
Dan Maher, Secretary/Treasurer (Chair, St. Clair County Flood Prevention District)
Alvin Parks, Jr., St. Clair County Flood Prevention District
Paul Bergkoetter, St. Clair County Flood Prevention District
Tom Long, Madison County Flood Prevention District
Ron Motil, Madison County Flood Prevention District
Bruce Brinkman, Monroe County Flood Prevention District

Members Absent

Ronald Polka, Monroe County Flood Prevention District

Others in Attendance

Alan Dunstan, Madison County Board Chair
Mark Kern, St. Clair County Board Chair
Les Serman, SW Illinois FPD Council
Kathy Andria, American Bottoms Conservancy
Greg Bertoglio, U.S. Army Corps of Engineers
Doug Campion, Campion Group
Tim Eagleton, FM Global
Darryl Elbe, Hoelscher Engineering
Mike Feldmann, U.S. Army Corps of Engineers
Walter Greathouse, Metro-East Sanitary District
Maggie Hales, East-West Gateway Council of Governments
Scott Harding, SCI Engineering
Gary Hoelscher, Hoelscher Engineering
Mike Huber, KdG Engineers
Joe Kellett, U.S. Army Corps of Engineers
Linda Lehr, Monroe County
Matt McAnarney, Sen. Durbin's Office
Frank Miles, America's Central Port
Bruce Munholand, U.S. Army Corps of Engineers
Jack Norman, Groundwater Advisory Council
Jon Omvig, AMEC
Joe Parente, Madison County
Kate Pawasarat, Washington University Environmental Law Clinic

Randy Pollard, Sen. Mark Kirk's Office
Adam Salts, The Bank of Edwardsville
Cas Sheppard, Sheppard, Morgan & Schwab
Kevin Thompson, Raymond James Morgan Keegan
Chuck Unger, Bank of Edwardsville

Call to order

President John Conrad called the meeting to order.

Approval of minutes of March 21, 2012

A motion was made by Jim Pennekamp, seconded by Bruce Brinkman, to approve the minutes of the March 21, 2012 meeting. Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Program Status Report

Mr. Conrad asked Mr. Sterman to provide a status report for the project.

The technical debate with the Corps over certain design features continues, particularly on the “graded filter” design, which is a critical part of the 60% design submission. AMEC’s approach has been to focus on a single graded filter in the Wood River district as a prototype in an attempt to determine how the Corps’ concerns can be satisfied in concept. The hope is that if we can agree on design concepts in this one instance, we can use that information to redesign (where necessary) the remaining occurrences of this design feature. Most recently, we agreed to redesign this particular example to conform to a prototypical design taken from Corps design guidance. While there was every indication that doing so would relieve the Corps’ concerns, last Wednesday the Corps again responded negatively. Our design team strongly disagrees with the Corps’ conclusions so the debate will continue.

While the Corps has insisted that there have been no project deadlines missed as of yet because of the review process, it is only a matter of time before that happens. The next two bid packages are for pump stations, which are the linchpins of the project. Two 100% design packages for pump stations are scheduled to be submitted in early June. Until we reach agreement with the Corps on underseepage controls we cannot know the volume of water that will need to be discharged and consequently our design team will not be able to design and size pump stations.

And until pump stations are built, we cannot build underseepage controls without risking interior flooding should a high water event occur. Unless we get agreement on essential design features soon, there will be a cascading series of missed deadlines. Failure to resolve this problem clearly jeopardizes the schedule and budget for the project. The fact that we haven't missed a deadline as of this moment is small comfort.

We are responding this week to Illinois Environmental Protection Agency comments on the application for a Section 401 water quality permit. Once IEPA is satisfied that they have all of the necessary information they will start a 30-day comment period. Our hope is that a permit can be issued soon thereafter. The issue of NPDES permits for relief wells still remains; we are providing information to IEPA this week that we hope will help resolve this matter.

On Tuesday and Wednesday of this week I travelled to Washington DC, along with Jay Martin from AMEC and our special counsel David Human, to meet with our congressional delegation, Jo Ellen Darcy, the Assistant Secretary of the Army for Civil Works and various Corps leadership staff regarding our concerns with the Corps review process and the progress of the project. We had a very frank exchange of views and got great support from Sen. Durbin and Congressman Costello, who were present at the meeting and actively engaged in the conversation. In particular, I highlighted three problems for the group – the wasteful requirement for external reviews of the project, the Corps' unwillingness to certify their own levees, and the continuing problematic attitude of Corps staff, who seem inclined to view this as a federal project, thereby imposing costly and unrealistic demands on us. Although we received continuing pledges of support and commitments to "look into" our concerns, this is not the first time that we've heard similar supportive rhetoric. We are following up on the meeting with legal memoranda dealing with the external review and certification issues, since there was some apparent misunderstanding of these matters.

Discussions are continuing with the Corps on finding the most productive use for the FY 2012 federal appropriation of about \$850,000 on the MESD portion of the levee system. The local cost-share for this project is about \$370,000, so in order to justify that expenditure from our budget I have suggested to the Corps that any project must meet two conditions:

- 1. All project elements of the Corps project must coincide with or contribute to the Council's project design to meet FEMA criteria for accreditation.*
- 2. The amount of the cost-share for the Corps project cannot exceed the variable cost to the Council of doing the same work itself.*

Working with our consultants, the Corps was only able to identify 8 relief wells that coincided with our project design. That is simply not enough to satisfy the above conditions. Even worse, there would be no productive use, i.e. contributing to FEMA accreditation, for the FY2013 appropriation, which would leave the FPD in the unhappy situation of turning down federal funds because accepting them would diminish the budget for accomplishing our project. We had a good meeting with the Corps and we pledged to work with the Corps to rethink elements of both projects in an effort to align the project designs in a way that would facilitate more cost-effective use of federal funds.

The first construction package, mainly consisting of maintenance projects on the MESD portions of the levee system will be advertised shortly if authorized by the Board later in the agenda. Assuming that final issues with the Corps are worked out, we expect to start construction on June 6, about two weeks later than originally scheduled, a small delay that will not have any effect on the overall project schedule.

Several weeks ago the President issued an Executive Order to expedite critical infrastructure projects. We asked our congressional delegation, and they in turn asked the Corps, to designate our project as one that would be expedited under the Order. The Corps agreed to this request and will be sending the project to the White House as a candidate project. Candidly, ASA Darcy did not seem very optimistic that this would help us, but we'll take anything we can get at this point.

A motion was made by Mr. Pennekamp, seconded by Mr. Motil, to accept the Chief Supervisor's program status report for April 2012. At Mr. Conrad's request, Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Budget Update and Approval of Disbursements

Mr. Sterman presented the budget report for March 2012 prepared by our fiscal agent, LarsonAllen. The report includes an accounting of revenues and expenditures for the two months ending March 31, 2012, as compared to our fiscal year budget for the year ending on September 30, 2012.

Accrued expenditures for the current fiscal year are \$6,444,013 while revenues amounted to \$5,919,726. Expenditures included a surplus held by the bond Trustee of \$1,667,641 that was returned to the counties as required by the bond indenture. All costs remain within budgeted amounts, but it is clear that we are spending more than anticipated to satisfy the Corps regarding the Sec. 408 requirements and we are incurring greater legal expenses than expected both on the Sec. 408 process and other permitting issues.

Sales tax receipts for January 2012 were down by about .2% year over year reflecting a slowdown in retail sales for the first month of the year.

Total disbursements for the month were \$553,353.99. The largest amounts were payments to AMEC for design and pre-construction, which total \$535,772.

A motion was made by Mr. Parks, seconded by Mr. Pennekamp, to accept the budget report and approve the disbursements for March 2012. At Mr. Conrad's request, Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Project Progress Report

Mr. Conrad called on Jon Omvig, AMEC's project manager, to provide a report.

Mr. Omvig used a slide presentation (copy attached) to support his remarks. He described the status of the issues raised by the Corps in their review of the 60% design submittal. Mr. Omvig called attention to the ongoing issues concerned the trench drain and graded filter design. He reviewed the schedule regarding the progress of Construction Package #1 and noted that it was a very tight schedule.

Mr. Omvig reviewed the various permitting issues, including the Sec. 404 wetland permit and the Sec. 401 water quality permit. We continue to respond to comments from the Corps and IEPA respectively.

Issues and concerns for the future remain the progress of the Sec. 408 process with the Corps of Engineers as well as the other permitting activities. We have separated the issue of any requirement for NPDES permits from the Sec. 401 permit that we need to proceed with the project. Mr. Sterman said that we are opposing the requirement for NPDES permits because that will pose a great burden on the levee districts in the future to monitor and report on flows from pump stations. Mr. Maher asked if it was possible that treatment of pump station discharges might be required. Mr. Omvig responded that was not likely.

Mr. Omvig then reviewed upcoming activities including the following:

- Continue to work the technical comments from the Corps on graded filters and trench drains.
- Track permit application (404, 401) – answer questions, information requests, supply data
- Push forward on completion of 100% submittals and 408 requirements, package by package
- Mel Price & Chain of Rocks evaluation
- TO for construction management of Bid Package #1

- Pump station upgrades vs. new ones – discussions with Corps
- Land acquisition – draft process

Mr. Conrad asked for a motion to accept Mr. Omgig’s progress report. A motion was made by Mr. Pennekamp with a second by Mr. Parks to accept the AMEC progress report. Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Adoption of Project Labor Agreement/Compliance with Illinois Prevailing Wage Statute

Last June, the Board approved the following actions:

1. Authorize the Chief Supervisor to develop a resolution for approval by the Board of Directors to assure Council compliance with the Illinois Prevailing Wage Act.
2. Authorize the Chief Supervisor to develop a Project Labor Agreement for approval of the Board of Directors for use on the project.

Our legal counsel, Bob Sprague, drafted the attached resolutions regarding compliance with the prevailing wage statute and the use of a project labor agreement.

As a first step to compliance with the Illinois law, the Board should adopt a resolution setting forth the Council’s commitment to full compliance. Such a resolution is attached as Exhibit 1. We would then take appropriate administrative steps to implement the resolution through our solicitation and contracting process.

A Project Labor Agreement (PLA), also known as a Community Workforce Agreement, is a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project. The Council has two important goals to which the PLA will contribute: maintaining the project schedule and maximizing opportunities for local workers and communities to benefit from the project.

Project labor agreements have been successfully used on many public and private construction projects throughout the region. The resolution attached as Exhibit 2 would require all contractors working on the Southwestern Illinois Flood Prevention Project to sign the project labor agreement appended to the resolution.

It is important to note that approving this resolution would not exclude any contractor from working on the project. Rather, it would require them to sign the project labor agreement, which would then make them subject to the applicable union contracts for the affected crafts.

A motion was made by Mr. Bergkoetter with a second by Mr. Motil to adopt the resolution requiring the payment of prevailing wages in accordance with Illinois law on all construction done as part of the Southwestern Illinois Flood Prevention Project. Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

A motion was made by Mr. Motil with a second by Mr. Parks to adopt the resolution concerning the use of a project labor agreement on all construction done as part of the Southwestern Illinois Flood Prevention Project.

Mr. Long stated that he believed that it was a good idea to have a project labor agreement for this project. However, he was unsure that the agreement that is being proposed would allow small businesses that may not be unionized to compete for work. He noted that there is an exception provision in the agreement, but the exceptions were not named. Mr. Long noted that he cannot support an agreement that is not complete. He also asked whether any signatories to the agreement would then be liable for unfunded pension liabilities of signatory unions just because they worked on the project for a year.

Mr. Long asked whether this agreement was a product of negotiation. Mr. Sterman said that this is a standard agreement being widely used in this region. He noted that this same process was used for our drilling projects, all of which were done by small businesses and all concerned were satisfied by the process. Mr. Long gave a number of examples that illustrated his concerns. Mr. Bergkoetter stated similar concerns.

Mark Kern described his positive experience with this project labor agreement – there were no strikes, no jurisdictional disputes or any issues of the kind cited by Mr. Long and Mr. Bergkoetter.

Mr. Parks asked if there were any provisions in the project labor agreement that deals with minority and female participation. Mr. Sterman said that he is acutely aware of that problem and that we will need to address requirements for participation of minority businesses and minority

workforce in the project. This is a complicated issue that we haven't confronted yet, but we will do so before we start any major construction. Mr. Parks described the requirements imposed by the City of East St. Louis regarding minority participation. Mr. Sterman indicated that we will address this issue.

Mr. Pennekamp asked how long we have to address the issues involving the project labor agreement. Mr. Sterman suggested that the Board could limit the approval of the project labor agreement to construction package #1.

Mr. Motil agreed to modify his motion to adopt the project labor agreement to limit the approval to Construction Package #1 and Mr. Parks agreed to his second of the modified motion. Mr. Maher called the roll on the modified motion and the following votes were made:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Approval to Advertise for Bids for Construction Package #1 – Gravity Drain/Toe Drain Rehabilitation (MESD)

The Council is nearing the time to let the first construction contract. This contract is relatively small, mainly for maintenance work in the Metro-East Sanitary District. We have chosen to advance this relatively small bid package in order to be able to test the process of getting work through the permitting and approval, bid letting, and construction processes. Because this project does not affect any wetlands and does not include any unusual design features, we have compressed the bidding and approval process somewhat.

Procurements by the Council will be done in accordance with the relevant provisions of our authorizing legislation, the Illinois Flood Prevention District Act (70 ILCS 750/). Also, any construction contract in excess of \$10,000 needs to be approved by the county boards.

The work to be done as part of this bid package is described in Exhibit 1.

The tentative schedule for letting this contract provides for beginning work on June 6. The following steps are involved:

April 20 – Board considers authorization to advertise
April 22 – Advertisement appears in local newspapers

April 23 – Bid packages are ready for pickup in AMEC offices in Ballwin, MO and Collinsville, IL

May 14 – Bids publicly read aloud at Council offices

May 15 - AMEC produces a review of the bids and recommends lowest responsible and responsive bidder

May 16 – Board considers selection of contractor at regular Council meeting

May 16-30 - Counties approve construction contract

May 30 – Preconstruction Conference with awarded contractor

June 6 – Notice to Proceed given to contractor

A motion was made by Mr. Long with a second by Mr. Parks to advertise for Bids for Construction Package #1. Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent

Mr. Brinkman – Aye

Mr. Bergkoetter - Aye

Mr. Conrad - Aye

Mr. Long – Aye

Mr. Maher – Aye

Mr. Motil – Aye

Mr. Parks – Aye

Mr. Pennekamp – Aye

The motion was approved unanimously.

Approval of Design Agreement with the U.S. Army Corps of Engineers for Improvements in the Metro-East Sanitary District

The Corps of Engineers has been appropriated \$850,000 in FY 2012 for design deficiency corrections in the Metro-East Sanitary District. These funds would need to be matched by \$369,000 in local funds, which would likely be provided by the Council and by the MESD. These funds need to be committed this fiscal year that concludes on September 30, so the Corps is pressing for the Council and the MESD to execute the necessary agreements that would commit the local cost-share.

While the objective of the Corps project is to achieve the 500-year or authorized level of protection, the agency has previously agreed to prioritize expenditures so that these funds would be expended on levee system improvements that contribute to the Council's goal of FEMA certification and accreditation. Unfortunately, it has been determined that the only common elements between the Corps and Council projects are eight relief wells.

The limited correspondence between the Corps' design and the Council's suggests that it would not be cost-effective for us to continue to provide cost-share for the Corps' project, since the funded work would not contribute to our objective. Continuing to provide cost-share for this

project would negatively affect our project budget and would jeopardize our ability to achieve accreditation.

It would clearly be in the Council's interest to take advantage of available federal funds, so both parties need to make every effort to align the projects. We met with the Corps on April 11 to try to resolve this problem. While there was no immediate solution that became evident, we identified some possible design modifications that could be made that might yield more closely aligned projects. The Corps agreed both to hold the FY 2011 funds until next year, when they could be combined with additional appropriations and to reexamine some of their design decisions in an effort to address our concerns. Time is of the essence, because some of our decisions regarding the next bid package for pump stations could be affected by a change in the Corps project design.

In order for the Corps to proceed with additional design work, the Council and MESD need to execute a Design Agreement. This agreement spells out the cost-share arrangement wherein the Council and MESD would pay for 25% of the costs for design work. We do not anticipate the cost-share to exceed \$100,000, but the Board will approve expenditures prior to any work.

The Design Agreement is the model Corps document; we have executed a similar contract previously in the Prairie DuPont Levee District for the Corps to develop the Limited Reevaluation Report. A draft of the agreement is attached.

A motion was made by Mr. Pennekamp with a second by Mr. Long to authorize the Council President to execute the Design Agreement with the Corps of Engineers, contingent on agreement by MESD to do so. Any expenditure made by the Council under the terms of this agreement must be separately approved by the Board of Directors.

Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Other Business

Mr. Sterman announced that the Levee Issues Alliance has scheduled a press conference for May 1 to announce the posting of a “countdown clock” on their website that would be calibrated to the completion date of the project.

Mr. Sterman announced that Ms. Maggie Hales was leaving her position as Deputy Director of the East-West Gateway Council of Governments to become the Executive Director of the CityArchRiver Foundation that is working to improve the Arch Grounds. He noted that Maggie was the point person for East-West Gateway on the flood prevention project from the outset in August 2007 and was as much responsible as anyone for getting this project going. He recognized her valuable contributions to the effort.

A motion was made by Mr. Long with a second by Mr. Pennekamp to recognize Maggie Hales for her great work on the project. Mr. Maher called the roll and the following votes were made on the motion:

Mr. Polka - absent
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously with applause by the Board of Directors.

Mr. Conrad asked if there was any public comment. Ms. Andria suggested that the Council was bashing the Corps and that she personally appreciated that the Corps' work on the project. Col. Hall had observed that the work that we are planning would harm the levees. She noted that only one member of the Board lived in the Bottoms. She said that the Corps is only trying to get it right and that we are trying to put politics ahead of technology.

Mr. Sterman said that we don't bash the Corps. Certainly there have been technical disagreements, but we care about public safety as much as anybody. We have some of the best engineers in the world working on this project. We respectfully disagree with the Corps about the performance of our proposed design. And if "getting it right" means taking fifty year to improve our levees, as the Corps has suggested, we are only leaving everybody at great risk. That's not the right answer. This is not a question of one party wanted to get it right and the other one not.

Mr. Motil described his roots in the American Bottom, including his family members that currently live in that area. We all care deeply about getting this right.

Mr. Maher noted that FEMA lied to us and that is reflected in the findings of a federal judge.

Adjournment

Motion made by Mr. Long, seconded by Mr. Pennekamp to adjourn the meeting. The motion was approved unanimously by voice vote, all voting aye.

Respectfully submitted,

Dan Maher,
Secretary/Treasurer, Board of Directors

Exhibit 1

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
RESOLUTION ADOPTING THE PREVAILING WAGE RATE**

Whereas, the State of Illinois has enacted An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works,@ approved June 26, 1941, as amended, (820 Illinois Compiled Statutes, 130/0.01, et seq. as amended by Public Acts 86-799 and 86-693); and

Whereas, the aforesaid Act requires that the Southwestern Illinois Flood Prevention District Council investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Southwestern Illinois Flood Prevention District Council employed in performing construction of public works, for said Southwestern Illinois Flood Prevention District Council.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTHWESTERN FLOOD PREVENTION DISTRICT COUNCIL:

Section 1: To the extent and as required by An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city of any public body or any political subdivision or by any one under contract for public works@, approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Southwestern Illinois Flood Prevention District Council is hereby ascertained to be the same as the prevailing rate of wages for construction work in St. Clair County, Madison and Monroe areas as determined by the Department of Labor of the State of Illinois as of September of the current year a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's September determination and apply to any and all public works construction undertaken by the Southwestern Illinois Flood Prevention District Council. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

Section 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Southwestern Illinois Flood Prevention District Council to the extent required by the aforesaid Act.

Section 3: The Chief Supervisor shall publicly post or keep available for inspection by any interested party in the main office of Chief Supervisor this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4: The Chief Supervisor shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5: The Chief Supervisor shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 6: The Chief Supervisor shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED by the Southwestern Flood Prevention District Council, on this _____ day of _____, 2011, on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
JOHN CONRAD	_____	_____
JIM PENNEKAMP	_____	_____
DAN MAHER	_____	_____
TOM LONG	_____	_____
RON MOTIL	_____	_____
BRUCE BRINKMAN	_____	_____
RON POLKA	_____	_____
PAUL BERGKOETTER	_____	_____
ALVIN PARKS, JR.	_____	_____

APPROVED by the President of the Southwestern Flood Prevention District Council this _____ day of _____, 2011.

PRESIDENT

ATTEST:

SECRETARY

C E R T I F I C A T E

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I, Dan Maher, Secretary of the Southwestern Flood Prevention District Council, do hereby certify that the attached is a true and correct copy of Ordinance/Resolution number _____ adopted by the Southwestern Flood Prevention District Council on _____, 2011.

DAN MAHER, Secretary

Exhibit 2

**Southwestern Illinois Flood Prevention District Council
Resolution Concerning Project Labor Agreements**

WHEREAS, the Southwestern Illinois Flood Prevention District Council annually expends substantial sums in the purchase of construction goods and services on projects that are part of the regional levee system improvement project known as the Southwestern Illinois Flood Prevention Project; and,

WHEREAS, said expenditures constitute a major investment in the Southwestern Illinois Flood Prevention District Council's area of jurisdiction, and the Southwestern Illinois Flood Prevention District Council will compete in the private marketplace for these construction goods and services; and,

WHEREAS, the Southwestern Illinois Flood Prevention Project is an urgent priority for the region because of the impact on public safety and the area's economy; and,

WHEREAS, because of the urgent nature of the Southwestern Illinois Flood Prevention Project, the Council desires to take all necessary steps to minimize any delay in the construction of the project; and,

WHEREAS, time lost due to labor conflicts and jurisdictional disputes can cause serious delays in the completion of the project and consequently cause an increase in the cost of said construction project; and,

WHEREAS, there are trade unions that are recognized by the National Labor Relations Board, and which have as their primary duties the negotiation of wages and hours, no-strike agreements, and other matters on behalf of their members; and, furthermore, have control of the apprenticeship of new members and the continued training of current members; and,

WHEREAS, Project Labor Agreements can be of economic benefit to property owners, including states and their political subdivisions, for their major construction projects (including a complex interrelated series of projects), particularly those which extend for a substantial period of time and involve a substantial number of construction contractors and subcontractors or a substantial number of construction trades and specialized craft workers; and,

WHEREAS, Project Labor Agreements can facilitate the timely and efficient completion of the regional levee system improvement project by:

- a. Making available a ready and adequate supply of highly trained and skilled craft workers; and,
- b. Permitting public and private owners and contractors to more accurately predict project labor costs at the bidding stage; and,
- c. Establishing working conditions for all construction crafts for the duration of the project; and,
- d. Providing a legally enforceable means of assuring labor stability and labor peace over the life of such project thereby reducing the possibility of interruptions and delays resulting from labor disputes; and,

WHEREAS, the generally short term nature of employment in the construction industry makes post-hire collective bargaining difficult and unrealistic; and,

WHEREAS, the National Labor Relations Act, 29 U.S.C. Section 151, et. seq., allows for a collective bargaining agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work; and,

WHEREAS, the courts have upheld the right of states and their subdivisions, as proprietors, to enter into construction contracts with project managers or general contractors which contain said Project Labor Agreement provisions and have found such Project Labor Agreement provision not to be in violation of preemption under the National Labor Relations Act or Employer Retirement Income Security Act, the Equal Protection and Due Process Clauses of the 14th Amendment, and the Sherman Anti-Trust Act. 15 U.S.C., Section 1, et. seq.

NOW, THEREOFRE, in view of the foregoing economic benefits to be derived by the Southwestern Illinois Flood Prevention District Council through such Project Labor Agreements,

IT IS HEREBY RESOLVED:

That the Southwestern Flood Prevention District Council and its committees, departments and agents shall henceforth, with respect to the construction, alteration, painting, or repair work being done as part of the Southwestern Illinois Flood Prevention Project, as a part of the specifications in regard to such construction, alteration, painting, or repair of its property, require that any successful bidder enter into the attached Southwestern Illinois Flood Prevention District Council Project Labor Agreement for Development and Construction (or as hereafter amended), (attached hereto and marked as Attachment No. 1) covering such construction, alteration, painting, or repair projects, unless the Southwestern Illinois Flood Prevention District Council or

its committees, departments or agents make a written determination that, because of the circumstances of a project in question, the benefits of not requiring a Project Labor Agreement substantially exceed the benefits of requiring such a Project Labor Agreement.

PASSED by the Southwestern Flood Prevention District Council, on this _____ day of _____, 2012, on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
JOHN CONRAD	_____	_____
JIM PENNEKAMP	_____	_____
DAN MAHER	_____	_____
TOM LONG	_____	_____
RON MOTIL	_____	_____
BRUCE BRINKMAN	_____	_____
RON POLKA	_____	_____
PAUL BERGKOETTER	_____	_____
ALVIN PARKS, JR.	_____	_____

APPROVED by the President of the Southwestern Flood Prevention District Council this _____ day of _____, 2012.

PRESIDENT

ATTEST:

SECRETARY

CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I, Dan Maher, Secretary of the Southwestern Flood Prevention District Council, do hereby certify that the attached is a true and correct copy of Ordinance/Resolution number _____ adopted by the Southwestern Flood Prevention District Council on _____, 2012.

DAN MAHER, Secretary

Southwestern Illinois Flood Prevention District Council Resolution Concerning Project Labor Agreements

WHEREAS, the Southwestern Illinois Flood Prevention District Council annually expends substantial sums in the purchase of construction goods and services on projects that are part of the regional levee system improvement project known as the Southwestern Illinois Flood Prevention Project; and,

WHEREAS, said expenditures constitute a major investment in the Southwestern Illinois Flood Prevention District Council's area of jurisdiction, and the Southwestern Illinois Flood Prevention District Council will compete in the private marketplace for these construction goods and services; and,

WHEREAS, the Southwestern Illinois Flood Prevention Project is an urgent priority for the region because of the impact on public safety and the area's economy; and,

WHEREAS, because of the urgent nature of the Southwestern Illinois Flood Prevention Project, the Council desires to take all necessary steps to minimize any delay in the construction of the project; and,

WHEREAS, time lost due to labor conflicts and jurisdictional disputes can cause serious delays in the completion of the project and consequently cause an increase in the cost of said construction project; and,

WHEREAS, there are trade unions that are recognized by the National Labor Relations Board, and which have as their primary duties the negotiation of wages and hours, no-strike agreements, and other matters on behalf of their members; and, furthermore, have control of the apprenticeship of new members and the continued training of current members; and,

WHEREAS, Project Labor Agreements can be of economic benefit to property owners, including states and their political subdivisions, for their major construction projects (including a complex interrelated series of projects), particularly those which extend for a substantial period of time and involve a substantial number of construction contractors and subcontractors or a substantial number of construction trades and specialized craft workers; and,

WHEREAS, Project Labor Agreements can facilitate the timely and efficient completion of the regional levee system improvement project by:

- a. Making available a ready and adequate supply of highly trained and skilled craft workers; and,

- b. Permitting public and private owners and contractors to more accurately predict project labor costs at the bidding stage; and,
- c. Establishing working conditions for all construction crafts for the duration of the project; and,
- d. Providing a legally enforceable means of assuring labor stability and labor peace over the life of such project thereby reducing the possibility of interruptions and delays resulting from labor disputes; and,

WHEREAS, the generally short term nature of employment in the construction industry makes post-hire collective bargaining difficult and unrealistic; and,

WHEREAS, the National Labor Relations Act, 29 U.S.C. Section 151, et. seq., allows for a collective bargaining agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work; and,

WHEREAS, the courts have upheld the right of states and their subdivisions, as proprietors, to enter into construction contracts with project managers or general contractors which contain said Project Labor Agreement provisions and have found such Project Labor Agreement provision not to be in violation of preemption under the National Labor Relations Act or Employer Retirement Income Security Act, the Equal Protection and Due Process Clauses of the 14th Amendment, and the Sherman Anti-Trust Act. 15 U.S.C., Section 1, et. seq.

NOW, THEREOFRE, in view of the foregoing economic benefits to be derived by the Southwestern Illinois Flood Prevention District Council through such Project Labor Agreements,

IT IS HEREBY RESOLVED:

That the Southwestern Flood Prevention District Council and its committees, departments and agents shall henceforth, with respect to the construction, alteration, painting, or repair work being done as part of the Southwestern Illinois Flood Prevention Project, as a part of the specifications in regard to such construction, alteration, painting, or repair of its property, require that any successful bidder enter into the attached Southwestern Illinois Flood Prevention District Council Project Labor Agreement for Development and Construction (or as hereafter amended), (attached hereto and marked as Attachment No. 1) covering such construction, alteration, painting, or repair projects, unless the Southwestern Illinois Flood Prevention District Council or its committees, departments or agents make a written determination that, because of the

circumstances of a project in question, the benefits of not requiring a Project Labor Agreement substantially exceed the benefits of requiring such a Project Labor Agreement.

PASSED by the Southwestern Flood Prevention District Council, on this _____ day of _____, 2012, on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
JOHN CONRAD	_____	_____
JIM PENNEKAMP	_____	_____
DAN MAHER	_____	_____
TOM LONG	_____	_____
RON MOTIL	_____	_____
BRUCE BRINKMAN	_____	_____
RON POLKA	_____	_____
PAUL BERGKOETTER	_____	_____
ALVIN PARKS, JR.	_____	_____

APPROVED by the President of the Southwestern Flood Prevention District Council this _____ day of _____, 2012.

PRESIDENT

ATTEST:

SECRETARY

**PROJECT LABOR AGREEMENT
SOUTHWESTERN ILLINOIS FLOOD PREVENTION PROJECT**

This Agreement is entered into this ___ day of _____ by and between _____ and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the Southwestern Illinois Flood Prevention Project.

ARTICLE I -INTENT AND PURPOSES

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

The Project is defined as: _____

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II -RECOGNITION

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

ARTICLE III -ADMINISTRATION OF AGREEMENT

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

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

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

ARTICLE IV -HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

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

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

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

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

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

ARTICLE V -ABSENTEEISM

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

ARTICLE VI-MANAGEMENT RIGHTS

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

ARTICLE VII -GENERAL WORKING CONDITIONS

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

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

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

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

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

7.6 The Contractor may utilize the most efficient methods or techniques of construction,

tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

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

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

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

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

ARTICLE VIII -SAFETY

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

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

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

ARTICLE IX -SUBCONTRACTING

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

ARTICLE X -UNION REPRESENTATION

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

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

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

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

ARTICLE XI -DISPUTES AND GRIEVANCES

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

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

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

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting

minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

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

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII -JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and

Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII -WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of

the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

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

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

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

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

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

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

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

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

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a

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

ARTICLE XIV -GENERAL SAVINGS CLAUSE

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

ARTICLE XV -TERM OF AGREEMENT

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

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

Date: _____

(Contractor Representative)

(Firm's Name)

(Firm's Address)

Date: _____

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

ATTACHMENT A

CONTRACTOR LETTER OF ASSENT

All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

(Contractor Letterhead)
(Name of Owner)
Office of Owner Representative
Attn: _____

RE: _____ Construction Project Agreement

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

(Name of Contractor of Subcontractor)

By: _____

Title: _____

INSTRUCTION TO BIDDERS

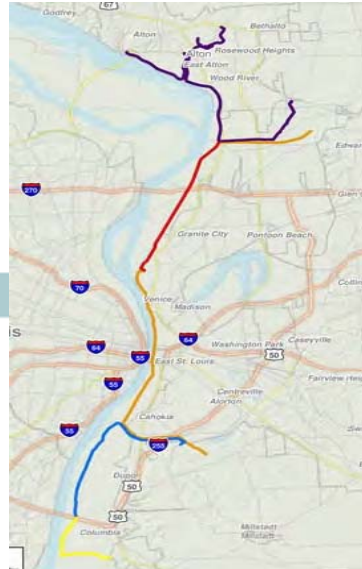
Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the project known as:

_____ located in the _____
_____ with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.



Progress Report
April 20, 2012
SW IL Levee System
By Jon Omgig



Status Update



- General Overview 408
 - Comments 60%
- Bid Package #1
 - 408 Comments
 - Other items needed for construction
- Permits
 - 404 (Issued by the Corps)
 - 401 (Issued by the State EPA)

Non – Graded Filter Comments



- Posted responses March 2, 2012
- As of April 19, 2012:
 - 84 comments have been back-checked and closed by the Corps
 - 8 comments still pending back-check by the Corps

3

Performance at 54' on the St Louis gauge (“500-year”)



- How will the “graded filters/trenches” function at the 500 year event?
- Several conference calls to discuss with the Corps
- Shared additional calculations regarding stability of the filters
- Met March 21, 2012 with USACE technical reviewers
 - Resubmitted with 100% calculations (confined trench with pipe) April 6th
- Met with Joe Kellett April 4th to discuss location and review of filters/trenches.
- Received two comments on 100% looking for all comments by April 23rd

4

Graded Filer Re-submittal



- As of April 19, 2012, we received 6 comments

5

Bid Package #1



- Bid Package #1 Gravity Drains/Toe Drain Rehab (WR & MESD)
 - 100% submitted the USACE February 6, 2012
- We received 18 comments on March 8, 2012
- Most (15 of 18) are straight forward. Posted our responses to those on March 14, 2012
- Remaining 3 comments (QA/QC Procedures) were responded to on April 16, 2012
- As of 1:00 PM April 19, 2012:
 - 6 comments have been back-checked and closed by the Corps
 - 12 comments still pending back-check by the Corps

6

Bid Package #1



- Met with the USACE to discuss how QC and QA will be manage for this first project and the others that will follow
- Resubmitted BP#1 with revised drawings April 13, 2012 and specs April 23, 2012

7

Other items related to going to construction



- General Condition – ‘frontend part of the specs’
- Finalize bid specs 4/20/2012
- Advertise for bids 4/22/2012
- Evaluation of bids 5/14/2012
- Select contractor 5/16/2012
- Board approval 5/16/2012
- County board signoff
- Labor agreements

8

- 404
 - Period for public comment ended. Providing information to the Corps in response to comments. Earliest approval date May 15, 2012
 - Wetlands mitigation
 - Mitigation Plan submitted to Corps

- 401
 - Met with IEPA March 15 to discuss 401 and NPDES issues.
 - IEPA agreed to separate NPDES issues from 401 review.
 - April 4, 2012 IEPA email has 5 comments on 401 application.
 - AMEC responded (through FPD Council) to April 4 IEPA email.

■ 401

- Based on Agency review of the submitted data, the Metro-East Sanitary District portion of the project, including Sauget, contains the highest level of contaminants and will need an NPDES permit for discharge of pollutants including polluted groundwater from the relief well system to surface waters.

- Additional information will also be required to determine the drainage and flow patterns for the proposed levee systems.

- In order to better evaluate permit requirements AMEC will provide additional requested information.

■ NPDES (Stormwater Discharge Permits)

- IEPA separated NPDES issue from 401 permit application.

- AMEC provided letter report responding to IEPA comments regarding questions on impacted groundwater (MESD/Sauget and Wood River/Hartford) and naturally-occurring/background concentrations of metals from levee relief structures.

- AMEC believes that none of the levee relief discharge should require an NPDES permit and outlines supporting evidence in letter response to IEPA email.

So, what stands between us and construction?



- 404 permit from the Corps
 - Wetlands mitigation

- 401 permit from the state of IL
 - Management of well discharge
 - NPDES

- 408 (including external reviews on major features)
 - Agreement on graded filters/trenches
 - Work each package through the USACE Review Plan
 - EA FONSI

13

Issues & Concerns



- USACE 408 process
 - Additional reviews (HQ, SAR, etc)
 - Graded filter, buy-in from the Corps

- Weather and river levels

- Permits 404 & 401

- Chair of Rocks and Mel Price certification.
 - List of items needed from the Corps for certification provided on April 5th

14

Look Ahead



- Continue to work the technical comments from the Corps on graded fillers and trench drains.
- Track permit application (404, 401) – answer questions, information requests, supply data
- Push forward on completion of 100% submittals and 408 requirements, package by package
- Mel Price & Chain of Rocks evaluation
- TO for construction management of Bid Package #1
- Pump station upgrades vs. new ones – discussions with Corps
- Land acquisition – draft process

15



QUESTIONS?



16



Memo to: Board of Directors
From: Les Sterman
Subject: Program Status Report for May, 2012
Date: May 11, 2012

Bids are due on May 14 on the first construction package, mainly consisting of maintenance projects on the MESD portions of the levee system. AMEC will do an analysis of the bids and a recommendation will be made at the Board meeting. The Corps approved the Sec. 408 permission for this project on May 1 and no other permits will be needed. Approval by the county boards will be needed, so we expect to start construction on June 6, about two weeks later than originally scheduled, a small delay that will not have any effect on the overall project schedule.

The AMEC team will be responsible for managing all construction for the Council, and construction management is part of our contractual agreement with them. Accordingly, we will enter into a new work order for construction management services, which will be amended periodically as each construction package is advanced. The initial construction management work order and budget for construction package #1 will be presented for approval at the May Board meeting.

Discussions with the Corps continue on the “graded filter” design, which is a critical part of the 60% design submission. Our design team has responded in a timely fashion to every Corps review comment by submitting additional analysis and modeling results, but to-date the Corps continues to object to the 60% design. I have emphasized the importance of bringing this seemingly never-ending technical debate to a conclusion. In response, the Corps has scheduled a two-day session on May 14 and 15 to be conducted by representatives of their Risk Management Center, for the purpose of moving this debate toward a conclusion. Our design team strongly believes in the safety and technical adequacy of their design and we will continue to press the case by whatever means necessary. This issue is of paramount importance because if the Corps insists on imposing their recommended underseepage measures on our design, we cannot do so within our available funds or schedule.

The budget for AMEC Work Order 6 for Sec. 408 review tasks is being consumed rapidly due to the protracted and unpredictable course of the review process. It is apparent that the budget for this work order will need to be revised upward and I expect to present a budget amendment to the Board at the June meeting.

We have responded to all Illinois Environmental Protection Agency comments on the application for a Section 401 water quality permit. Once IEPA is satisfied that they have all of the necessary information they will start a 30-day comment period. Our hope is that a permit can be issued soon thereafter. The issue of NPDES permits for relief wells still remains; we have provided information to IEPA that we hope will help resolve this matter, but we have not received any further feedback from the agency.

My meeting last month with the congressional delegation and Jo Ellen Darcy, the Assistant Secretary of the Army for Civil Works and various Corps leadership staff has generated some limited result. Congressman Costello's office has reported that the Corps has agreed to pay for all external reviews and they will also pay to prepare all of the certification information requested by AMEC for the Chain of Rocks levee and Mel Price segment of the Wood River levee. While this is certainly helpful in providing some budget relief, it will still have an impact on our schedule. Our position is that the external review is not required and is simply a waste of public money, regardless of the source of that money. And the certification data by itself is not the same as FEMA certification, so our consultants will still need to do a careful review and prepare all of the necessary documentation to submit to FEMA. At my request, Husch Blackwell prepared a thorough and authoritative legal memorandum dealing with the external review and certification issues, which has been provided to the Corps.

On May 1, the Levee Issues Alliance conducted a press conference for the principal purpose of announcing a "countdown clock" posted on their website to highlight the deadline for completion construction and to create a measure of accountability by all parties for completion of the project. Also, Corps approval to proceed with the first construction package was announced. Unfortunately, the press conference, and subsequent releases by the Corps, seems to have led some to conclude that we now have approval for the project. News articles and editorials over the last couple of weeks clearly have created an inaccurate impression of the status of the project, which is troubling. In fact, we have approval in-hand for only a tiny portion of the project, and we only have that because this work is essentially maintenance work that doesn't require any permits.

While the Corps has insisted that there have been no project deadlines missed and that the agency is fully committed to meeting our project schedule, those statements simply aren't credible. The next two bid packages are for pump stations, which are the linchpins of the project. Two 100% design packages for pump stations are scheduled to be submitted in early June. Until we reach agreement with the Corps on underseepage controls we cannot know the volume of water that will need to be discharged and consequently our design team will not be able to design and size pump stations. And until pump stations are built, we cannot build underseepage controls without risking interior flooding should a high water event occur. In summary, unless we get agreement on essential design features immediately, there will be a cascading series of missed deadlines. If that happens, we will revise our schedule and I will ask the LIA to note the delay on their countdown clock.



Memo to: Board of Directors
From: Les Sterman
Subject: Budget and Disbursement Report for April 2012
Date: May 11, 2012

Budget Highlights

Attached is the budget report for April 2012 prepared by our fiscal agent, LarsonAllen. The report includes an accounting of revenues and expenditures for the month ending April 30, 2012, as compared to our fiscal year budget for the year ending on September 30, 2012.

Accrued expenditures for the current fiscal year are \$12,461,787 while revenues amounted to \$7,116,953. Revenues include the interest rate subsidy of \$455,070 that was received from the IRS in April that has been remitted to the bond trustee as required by our indenture. Expenditures included a surplus held by the bond Trustee of \$2,982,832 through the end of April that was returned to the counties as required by the bond indenture. We did not budget for the return of surplus, so it contributes to negative budget variance.

Nearly all costs remain within budgeted amounts except for professional services. This budget category includes legal fees, which have been higher than expected because of unanticipated work required from the Sec. 408 and Sec. 404 permitting process.

Sales tax receipts for February 2012 were up by about 5.76% year over year and are up about 2.83% for the first two months of the year.

Disbursements

Attached are lists of bank transactions for April 2012. Total disbursements for the month were \$67,640.50. Interest rate rebates from the IRS totaling \$455,069.89 were received during the month. The largest payments were to Husch Blackwell for legal services and to East-West Gateway for staff and other costs.

Design costs are paid from funds held in the Construction Account by the bond Trustee. Legal and administrative costs are paid from the Administration Account held by the Trustee.

Recommendation:

Accept the budget report and disbursements for April 2012.

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION
DISTRICT COUNCIL**

**GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES – BUDGET AND ACTUAL**

SEVEN MONTHS ENDING APRIL 2012 AND 2011



CliftonLarsonAllen LLP
www.cliftonlarsonallen.com

Board Members
Southwestern Illinois Flood Prevention District Council
Collinsville, Illinois

We have compiled the accompanying General Fund Statement of Revenues and Expenditures – Budget and Actual of Southwestern Illinois Flood Prevention District Council (the “Council”) for the seven months ended April 2012 and 2011. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide assurance that there are no material modifications that should be made to the financial statements. During our compilation we did become aware of departures from accounting principles generally accepted in the United States of America that are described in the following paragraph.

Management has omitted the management discussion and analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management has not presented government-wide financial statements to display the financial position and changes in financial position of its governmental activity. Accounting principles generally accepted in the United States of America require the presentation of government-wide financial statements. The change in fund balance for the Council's governmental activity is not reasonably determinable.

Management has not presented a balance sheet for the general fund. Accounting principles generally accepted in the United States of America require the presentation of a balance sheet for each fund contained in the financial statements. The amounts that would be reported in a balance sheet of the general fund for the Council are not reasonably determinable.

Management has not presented a change in fund balance on the Statement of Revenues and Expenditures – Budget and Actual. Accounting principles generally accepted in the United States of America require the Statement of Revenues, Expenditures and Changes in Fund Balance include a presentation of changes in fund balance. The amounts that would be reported in government-wide financial statements for the Council's governmental activity is not reasonably determinable.

Management has also elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included with the financial statements, they might influence the user's conclusions about the Council's results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The accompanying original and final budget amounts presented on the General Fund Statement of Revenues and Expenditures – Budget and Actual presented for the year ending September 30, 2012 and 2011, have not been compiled or examined by us, and, accordingly, we do not express an opinion or any other form of assurance on them.

We are not independent with respect to Southwestern Illinois Flood Prevention District Council.


CliftonLarsonAllen LLP

St. Louis, Missouri
May 11, 2012

**SOUTHWESTERN ILLINOIS FLOOD PROTECTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
SEVEN MONTHS ENDED APRIL 30, 2012 (Actual)
FISCAL YEAR ENDING SEPTEMBER 30, 2012 (Budget)**

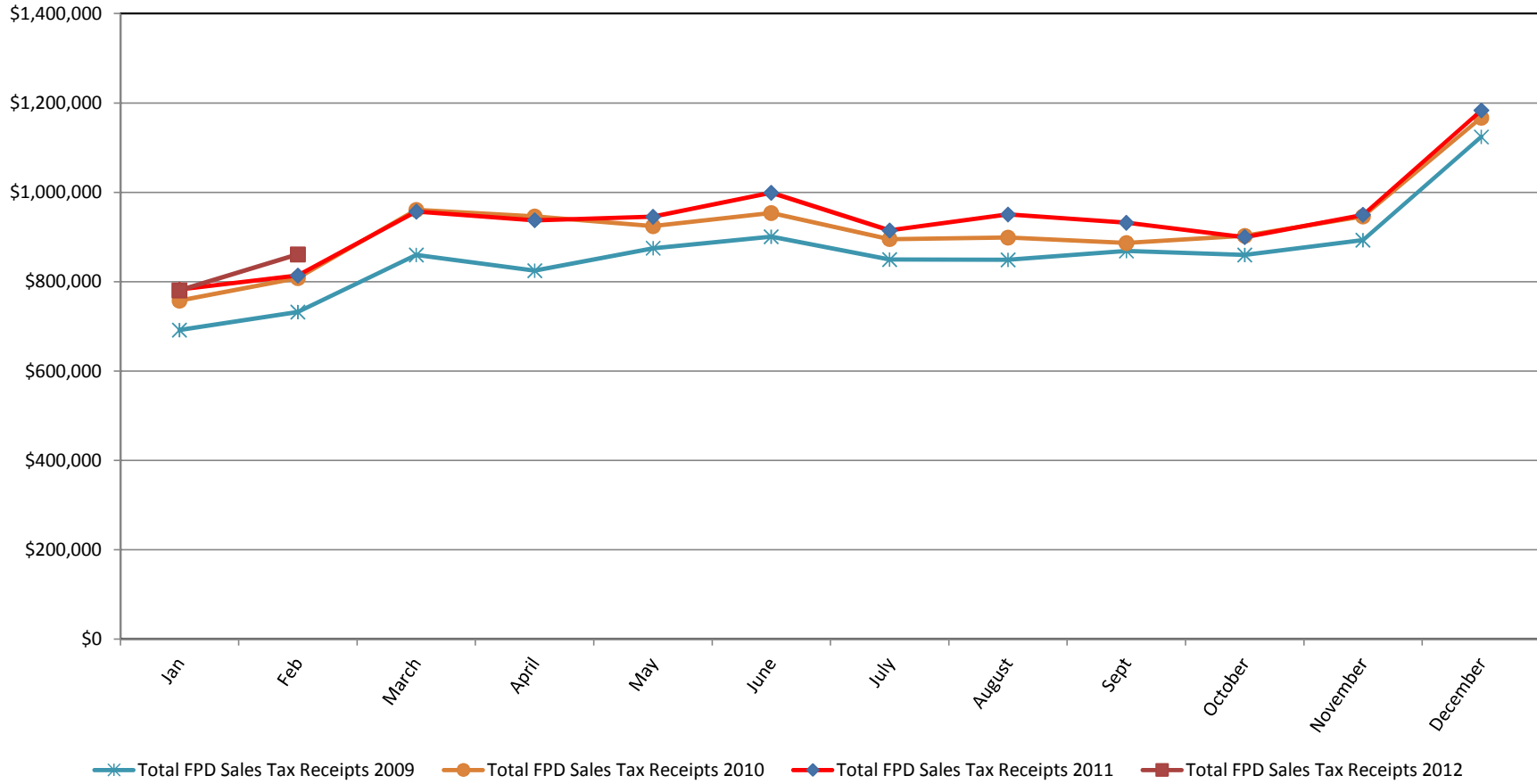
	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 11,000,000	\$ 11,000,000	\$ 6,610,470	\$ 4,389,530
Interest Income	878,365	878,365	506,483	371,882
Other Contributions	-	-	-	-
Total Revenues	<u>11,878,365</u>	<u>11,878,365</u>	<u>7,116,953</u>	<u>4,761,412</u>
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction Management	6,000,000	6,000,000	1,957,353	4,042,647
Construction	20,000,000	20,000,000	599,873	19,400,127
Construction and design by US ACE	1,100,000	1,100,000	-	1,100,000
Federal Cost-Share	-	-	-	-
Total Design and Construction	<u>27,100,000</u>	<u>27,100,000</u>	<u>2,557,226</u>	<u>24,542,774</u>
Professional Services				
Legal & Legislative Consulting	126,000	126,000	44,587	81,413
Construction Oversight	160,000	160,000	40,147	119,853
Impact Analysis/Research	1,000	1,000	-	1,000
Financial Advisor	20,000	20,000	941	19,059
Bond Underwriter/Conduit Issuer	93,529	93,529	-	93,529
Total Design and Construction	<u>400,529</u>	<u>400,529</u>	<u>85,675</u>	<u>314,854</u>
Refund of Surplus Funds to County FPD Accounts				
Madison County	-	-	1,410,045	(1,410,045)
Monroe County	-	-	138,224	(138,224)
St. Clair County	-	-	1,434,563	(1,434,563)
Total Refund of Surplus Funds to County	<u>-</u>	<u>-</u>	<u>2,982,832</u>	<u>(2,982,832)</u>
Debt Service				
Principal and Interest	6,197,300	6,197,300	7,101,539	(904,239)
Federal Interest Subsidy	-	-	(455,070)	455,070
Total Debt Service	<u>6,197,300</u>	<u>6,197,300</u>	<u>6,646,469</u>	<u>(449,169)</u>
Total Operating Expenses	<u>33,697,829</u>	<u>33,697,829</u>	<u>12,272,202</u>	<u>21,425,627</u>
General and Administrative Costs				
Salaries, Benefits	189,365	189,365	106,185	83,180
Advertising	2,500	2,500	-	2,500
Bank Service Charges	420	420	389	31
Conference Registration	700	700	336	364
Equipment and Software	2,300	2,300	-	2,300
Fiscal Agency Services	20,000	20,000	25,708	(5,708)
Furniture	300	300	-	300
Meeting Expenses	1,000	1,000	83	917
Miscellaneous Startup Expenses	-	-	-	-
Office Rental	-	-	-	-
Postage/Delivery	600	600	195	405
Printing/Photocopies	2,500	2,500	351	2,149
Professional Services	18,000	18,000	46,405	(28,405)
Publications/Subscriptions	200	200	-	200
Supplies	1,350	1,350	748	602
Telecommunications/Internet	3,500	3,500	2,140	1,360
Travel	12,500	12,500	6,055	6,445
Other Business Expenses	-	-	-	-
Insurance	3,000	3,000	990	2,010
Total General & Administrative Costs	<u>258,235</u>	<u>258,235</u>	<u>189,585</u>	<u>68,650</u>
Total Expenditures	<u>33,956,064</u>	<u>33,956,064</u>	<u>12,461,787</u>	<u>21,494,277</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
	(22,077,699)	(22,077,699)	(5,344,834)	16,732,865
OTHER FINANCING SOURCES				
Proceeds From Borrowing	-	-	-	-
NET CHANGE IN FUND BALANCE	<u>\$ (22,077,699)</u>	<u>\$ (22,077,699)</u>	<u>\$ (5,344,834)</u>	<u>\$ 16,732,865</u>

**SOUTHWESTERN ILLINOIS FLOOD PROTECTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
SEVEN MONTHS ENDED APRIL 30, 2011 (Actual)
FISCAL YEAR ENDING SEPTEMBER 30, 2011 (Budget)**

	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 10,510,886	\$ 10,510,886	\$ 4,497,950	\$ 6,012,936
Interest Income	335,060	335,060	4,253	330,807
Other Contributions	-	-	-	-
Total Revenues	<u>10,845,946</u>	<u>10,845,946</u>	<u>4,502,203</u>	<u>6,343,743</u>
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction Management	6,598,265	6,598,265	2,678,098	3,920,167
Construction	50,000,000	50,000,000	2,825,977	47,174,023
Construction and design by US ACE	1,650,000	1,650,000	1,137,564	512,436
Federal Cost-Share	-	-	-	-
Total Design and Construction	<u>58,248,265</u>	<u>58,248,265</u>	<u>6,641,639</u>	<u>51,606,626</u>
Professional Services				
Legal & Legislative Consulting	126,000	126,000	53,865	72,135
Construction Oversight	140,833	140,833	-	140,833
Impact Analysis/Research	20,000	20,000	-	20,000
Financial Advisor	-	-	19,524	(19,524)
Bond Underwriter/Conduit Issuer	-	-	-	-
Total Design and Construction	<u>286,833</u>	<u>286,833</u>	<u>73,389</u>	<u>213,444</u>
Bond Issuance Costs	<u>1,152,000</u>	<u>1,152,000</u>	<u>1,356,975</u>	<u>(204,975)</u>
Reimbursement of Advance Funding	<u>3,501,778</u>	<u>3,501,778</u>	<u>3,241,072</u>	<u>260,706</u>
Debt Service				
Supplemental Bond Reserve Fund	5,731,238	5,731,238	-	5,731,238
Principal and Interest	4,987,151	4,987,151	(359,000)	5,346,151
Total Debt Service	<u>10,718,389</u>	<u>10,718,389</u>	<u>(359,000)</u>	<u>11,077,389</u>
Total Operating Expenses	<u>73,907,265</u>	<u>73,907,265</u>	<u>10,954,075</u>	<u>62,953,190</u>
General and Administrative Costs				
Salaries, Benefits	183,885	183,885	97,525	86,360
Advertising	2,500	2,500	-	2,500
Bank Service Charges	420	420	337	83
Conference Registration	700	700	-	700
Equipment and Software	3,800	3,800	5,064	(1,264)
Fiscal Agency Services (EWG)	16,500	16,500	12,227	4,273
Furniture	1,000	1,000	641	359
Meeting Expenses	400	400	655	(255)
Miscellaneous Startup Expenses	-	-	-	-
Office Rental	7,200	7,200	-	7,200
Postage/Delivery	500	500	204	296
Printing/Photocopies	1,350	1,350	-	1,350
Professional Services	12,500	12,500	15,225	(2,725)
Publications/Subscriptions	200	200	-	200
Supplies	1,260	1,260	1,020	240
Telecommunications/Internet	3,190	3,190	1,694	1,496
Travel	8,200	8,200	4,272	3,928
Other Business Expenses	1,750	1,750	372	1,378
Insurance	3,000	3,000	978	2,022
Total General & Administrative Costs	<u>248,355</u>	<u>248,355</u>	<u>140,214</u>	<u>108,141</u>
Total Expenditures	<u>74,155,620</u>	<u>74,155,620</u>	<u>11,094,289</u>	<u>63,061,331</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(63,309,674)	(63,309,674)	(6,592,086)	56,717,588
OTHER FINANCING SOURCES				
Proceeds From Borrowing	84,268,762	84,268,762	95,863,994	11,595,232
NET CHANGE IN FUND BALANCE	<u>\$ 20,959,088</u>	<u>\$ 20,959,088</u>	<u>\$ 89,271,908</u>	<u>\$ 68,312,820</u>

FPD Sales Tax Trends

Actual Receipts 2009-2011



**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
 SUPPLEMENTARY SUPPORTING SCHEDULE
 BANK TRANSACTIONS
 APRIL 30, 2012**

Beginning Bank Balance April 1				(198,882.41)
Receipts				
US Treasury Interest Rebate	04/03/2012	Deposit	111,337.62	
US Treasury Interest Rebate	04/03/2012	Deposit	343,732.27	
Transfer	04/17/2012	Funds Transfer	353,726.86	
Transfer	04/23/2012	Funds Transfer	33,715.30	
Bank of Edwardsville Interest	04/30/2012	Interest BOE	101.59	
Total Receipts				842,613.64
AT&T	04/12/2012	Telephone	152.06	
Dorgan, McPike & Assoc, LTD	04/13/2012	Services	3,000.00	
East-West Gateway Council of Governments	04/13/2012	Services	34,811.82	
CliftonLarsonAllen LLP	04/13/2012	Services	1,800.00	
Sprague & Urban, Attorneys at Law	04/13/2012	Services	375.00	
Southwest Airlines	04/13/2012	Travel	663.60	
USPS	04/14/2012	Postage	12.10	
Lambert	04/19/2012	Travel	22.50	
AMTRAK Balt-Wash	04/20/2012	Travel	36.00	
Husch Blackwell Sanders	04/23/2012	Services	23,083.40	
Dorgan, McPike & Assoc, LTD	04/23/2012	Services	3,000.00	
Les Serman	04/23/2012	Travel	219.20	
Wisper ISP, Inc.	04/23/2012	Internet	109.98	
Walmart	04/23/2012	Supplies	35.61	
T-Mobile	04/23/2012	Telephone	30.00	
Amazon Marketplace	04/27/2012	Supplies	119.99	
DropBox	04/30/2012	Annual Fee	99.00	
Bank Charges	04/30/2012	Bank fees	34.08	
Bank Charges	04/30/2012	Bank fees	16.16	
Wire Transfer Fee	04/30/2012	Wire Transfer Fee	10.00	
Wire Transfer Fee	04/30/2012	Wire Transfer Fee	10.00	
Total Disbursements				67,640.50
Ending Bank Balance April 30				576,090.73



Memo to: Board of Directors
From: Les Sterman
Subject: AMEC Work Order 8 – Construction Management
Date: May 11, 2012

Our agreement with AMEC Environment & Infrastructure provides for the firm to serve as the Council's construction manager for the project. The adopted project budget includes a total of \$5,183,000 for this purpose. The role of the construction manager is to act as the Council's representative in managing all phases of the construction process, including administration of construction contracts, assuring that all work meets the standards shown in contract documents, managing decisions in the field to interpret or clarify plans and specifications, and determining amounts to be paid to contractors. With the expected award of the construction contract for Construction Package #1 in late May or early June, we need to execute a Work Order with AMEC to define the scope and budget of construction management services for this work. I anticipate that we would adopt the Work Order that describes the scope in detail and then amend the budget from time to time as construction work is defined and bid.

A detailed scope of work and cost estimate for construction management services is shown as an attachment to this memo. The cost of construction management for Construction Package #1 is \$27,000.

Recommendation: Authorize the Chief Supervisor to execute Work Order 8 with AMEC Environment & Infrastructure as shown in Attachment 1 for \$27,000 to provide construction management services for Construction Package #1.

**Attachment A
Scope of Work**

**WORK ORDER NO: MSA01-WO08
CONSTRUCTION PHASE SERVICES**

AMEC Project No: 56317001

I. Services Provided by the Engineer (AMEC) during the Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Section II below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Section II below.
 3. Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services required.
 4. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 7. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of

Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences,

or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor as required.
13. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's

review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
 17. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. No additional tasks identified.
 19. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Attachment B (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph I.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor for the last active project.
- C. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise.

Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

II. Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Section I above are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
 - a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Attachment B).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

III. Scope of Construction Phase Service

- A. Engineer shall furnish construction phase services as defined herein, for each construction contract (Bid Package). Currently, a total of eight (8) construction contracts anticipated. Each construction contract or Bid Package shall be a standalone single project, with a stipulated sum construction contract and a general contractor managing subcontractors, if any.

- B. The method of delivery shall be either design-bid-build (D-B-B) or design-build (D-B) in accordance with Table III-1 below.
- C. The schedule and duration of construction phase services are estimated as described in Table III-1 below.

Table III-1				
Bid Package	Description	Delivery	Start Date	End Date
1	Gravity Drain & Toe Drain Rehabilitation	D-B-B	MAY 2012	JAN 2013
2A	Pump Stations (PdP/FL)	D-B-B	SEP 2012	DEC 2013
2B	Pump Stations (WR & MESD)	D-B-B	SEP 2012	DEC 2013
3	Relief Wells, Graded Filter, & Toe Drain (WR)	D-B-B	APR 2013	DEC 2014
4	Clay Blanket, Graded Filter, & Toe Drain (MESD)	D-B-B	JUN 2013	DEC 2014
5	Relief Wells, Clay Blanket, Graded Filter, & Toe Drain (MESD)	D-B-B	MAY 2013	DEC 2014
6	Relief Wells & Berms (PdP/FL)	D-B-B	JUL 2013	DEC 2014
7	Cutoff Walls D/B (WR)	D-B	SEP 2012	DEC 2014

- D. For Bid Package 1 the estimated budget is shown in Table III-2. The cost estimate for subsequent Bid Packages will be handled as Change Orders to this Work Order.

Table III-2		
Bid Package	Description	Cost Estimate
1	Gravity Drain & Toe Drain Rehabilitation	\$250,000

**Attachment B
Notice of Acceptability of Work**

**WORK ORDER NO: MSA01-WO08
CONSTRUCTION PHASE SERVICES**

AMEC Project No: 56317001

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated ____, ____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____



Memo to: Board of Directors

From: Les Sterman

Subject: Selection of Contractor for Construction Package #1 – Gravity Drain/Toe Drain Rehabilitation (MESD)

Date: May 14, 2012

Immediately following authorization at the April Board meeting, the Council issued an invitation to bid on the subject contract (see attachment 1 for description). A copy of the invitation is included as attachment. The schedule of activity leading to the award of this contract is shown below:

4/18/2012	Issue invitation for bids
5/14/2012	Bids opened and read aloud
5/14/2012	AMEC evaluates bids
5/16/2012	Board selects contractor
5/16 – 5/30/2012	Counties approve contract
5/30/2012	Preconstruction conference with awarded contractor
6/6/2012	“Notice to Proceed” to contractor

Since this is the first construction contract (aside from the pre-construction drilling contracts) awarded by the Council, it has taken a little longer to resolve the permitting and approval process, leading to a compressed schedule for the contract award process. This is a relatively small contract, but it was conceived as a test case to allow us to work out any problems in the process.

The bids were opened today as scheduled. Six bids were received, ranging from a low of \$192,635 to a high of \$375,658.67. The apparent low bidder is Noeth Excavating Systems of Collinsville, IL. AMEC reviewed the bids for completeness and called references for the low bidder. Base on their review, AMEC concluded that based on good references and experience on past projects the Noeth Excavating Systems is qualified to perform the work and has recommended that the Council select this firm to perform Construction Package #1. A copy of AMEC’s analysis is shown as attachment 3 to this memo.

Recommendation: Authorize the Chief Supervisor to request approval of the boards of St. Clair, Madison and Monroe counties and, subject to their approval, enter into contract with Noeth Excavating Systems to perform Construction Package #1 consisting of gravity drain/toe drain rehabilitation in the Metro-East Sanitary District at a total cost not to exceed \$192,635.

Summary of Bid Package 1

Project Name: Gravity Drain & Toe Drain Rehabilitation

Project Location:

Metro East Sanitary District (MESD)
St. Clair County, Illinois

Project Description:

Improvements to the MESD Levee system including removal and replacement of damaged pipe, removal of a pipe obstruction and cleaning, slip lining, and CIPP pipe rehabilitation at two locations. Specifically the improvements are in four locations consisting of the following activities:

1. Improvement 1 – Removal and replacement of 20 LF of 30” perforated CMP pipe above the 48” Illinois American 48” water intake pipes and adjacent to the TRRA Railroad.
 2. Improvement 2 – Removal of an obstruction approximately 600’ south of Improvement 1.
 3. Improvement 3 – Cleaning of 164 LF of existing 18” VCP (with CIPP previously installed) and construction of the CIPP of 246 LF of 18” VCP near the Cargill Overhead Conveyor Belt near Church Street.
 4. Improvement 4 – Slip lining of 129 LF of 24” CMP and replacement of the flared end sections and associated rip rap near the southern most limit of the MESD levee.
-

INVITATION TO BID

Improvements to the Metro East Sanitary District Levee System

Notice is hereby given that the Southwestern Illinois Flood Prevention District Council (SIFPDC), the OWNER, will receive sealed Bids delivered to Mr. Les Sterman at the SIFPDC Office, 104 United Drive, Collinsville, Illinois 62234 until 2:00 p.m. local time on Monday, May 14, 2012, for the construction of Southwestern Illinois Flood Prevention District Council Project (Bid Package 01). Bids will be publicly opened and read at the SIFPDC Office at 2:01 p.m. local time on Monday, May 14, 2012.

A prebid conference will be held at 9:00 a.m. on Wednesday, April 25, 2012, at the SIFPDC Office, 104 United Drive, Collinsville, Illinois 62234. Representatives of OWNER (ENGINEER) will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. The ENGINEER will transmit to all prospective Bidders of Record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

This project consists of improvements to the Metro East Sanitary District levee system including removal and replacement of damaged pipe, removal of a pipe obstruction and cleaning, slip lining, and CIPP pipe rehabilitation at two locations. Specifically the improvements are in four locations consisting of the following:

1. Improvement 1 – Removal and replacement of 20 LF of 30” perforated CMP pipe above the 48” Illinois American 48” water intake pipes and adjacent to the TRRA Railroad.
2. Improvement 2 – Removal of an obstruction approximately 600’ south of Improvement 1.
3. Improvement 3 – Cleaning of 164 LF of existing 18” VCP (with CIPP previously installed) and construction of the CIPP of 246 LF of 18” VCP near the Cargill Overhead Conveyor Belt near Church Street.
4. Improvement 4 – Slip lining of 129 LF of 24” CMP and replacement of the flared end sections and associated rip rap near the southern most limit of the MESD levee.

All Bidders are required to submit with their bid, qualification information as described in Document 00200, Instructions to Bidders.

Bidding Documents may be obtained after 12:00 p.m. (noon time) on Monday, April 23, 2012 from the following site:

http://order.planwell.com/PWELL_Main.asp?mem=1067 PUBLIC PLANROOM
PROJECT # SIFPDC-BP01

Or on a DVD from the offices of the ENGINEER,

AMEC Environment and Infrastructure
15933 Clayton Road, Suite 215
Ballwin, MO 63040

AMEC Environment and Infrastructure
850 Vandalia Street, Suite 230
Collinsville, IL 62234

A DVD may be obtained for a non-refundable charge of \$75.00. Checks should be made payable to AMEC Environment and Infrastructure, Inc.

All Bids will remain subject to acceptance for sixty days after the day of Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

A Bid security in the amount of five percent of the Bidder's maximum Bid Price, including all optional work items, is required. The OWNER reserves the right to reject any or all Bids and to waive all informalities not involving price, time, or changes in the Work.

For further information please contact:

Christopher M. Safford, PE
Project Manager - Water Resources

AMEC Environment & Infrastructure
St. Louis Office
15933 Clayton Road, Suite 215
Ballwin, Missouri 63011
Voice (636) 386-3800 ext. 20
Fax (636) 386-3804
Cell (314) 210-1708
chris.safford@amec.com
amec.com

**MEMORANDUM**

Project Title: SWIFPDC Design

Date: 5/14/2012

Subject: Bid Pkg #1 - Recommendation

Location: Conf call

Distribution: Les Sterman, Doug Campion

Other Distribution: Jay Martin, Jon Omgvig, Dave Hasty

NO.	ITEM												
1.	Bid Opening on 5/14/2012 @ 2:00pm												
2.	<p>Received 6 total bids, all from Illinois Construction Firms.</p> <p>Firms included:</p> <table data-bbox="341 798 1088 997"> <tr> <td>Noeth Excavating (Collinsville, IL)</td> <td>\$ 192,635.00</td> </tr> <tr> <td>Moniger Excavation Co. (Moro, IL)</td> <td>\$ 203,740.80</td> </tr> <tr> <td>Keller Construction (Glen Carbon, IL)</td> <td>\$ 199,719.00</td> </tr> <tr> <td>Korte & Luitjohan (Highland, IL)</td> <td>\$ 243,649.00</td> </tr> <tr> <td>Hanks Excavation (Belleville, IL)</td> <td>\$ 243,088.00</td> </tr> <tr> <td>Kamadulski Excavating (Granite City, IL)</td> <td>\$ 375,658.67</td> </tr> </table> <p>See attached Bid Tabulation for full breakdown.</p>	Noeth Excavating (Collinsville, IL)	\$ 192,635.00	Moniger Excavation Co. (Moro, IL)	\$ 203,740.80	Keller Construction (Glen Carbon, IL)	\$ 199,719.00	Korte & Luitjohan (Highland, IL)	\$ 243,649.00	Hanks Excavation (Belleville, IL)	\$ 243,088.00	Kamadulski Excavating (Granite City, IL)	\$ 375,658.67
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Hanks Excavation (Belleville, IL)	\$ 243,088.00												
Kamadulski Excavating (Granite City, IL)	\$ 375,658.67												
3.	<p>AMEC called the references for the apparent low bidder.</p> <p><u>Reference 1</u> Tindall Construction Co., Inc. 4300 Horseshoe Lake Rd. Pontoon Beach, IL 62040 (618) 797-6744</p> <p>Good reference. We spoke with Bill Tindall who said <i>"both Chris and Matt do good work. Tindall first worked with them on a Sav-a-lot project in 2006 or 2007 for approximately \$124,000 and more recently worked for CARD with a project exceeding \$300, 0000."</i></p> <p><u>Reference 2</u> Throm Construction Co., Inc. 301 Chesapeake Ln Collinsville, IL 62234 (618) 345-8615</p> <p>Good reference.</p>												

AMEC Earth & Environmental
15933 Clayton Road, Suite 215

Tel: (636) 386-3800
Fax: (636) 386-3804
www.amec.com

MINUTES OF MEETING CONT'D...

NO.	ITEM
	<p>We spoke with Phil Thorm who said <i>“Noeth was a good outfit, lots of work together over the years. Chris is has a Civil Engineering degree from SIUE. The last project of at the Mother of Perpetual Health Church was near \$200,000.”</i></p> <p><u>Reference 3</u> BCI Construction USA, Inc. 45 Empire Drive Belleville, IL 62220 (618) 277-2858</p> <p>Good reference.</p> <p>We spoke with Dan Miller who said <i>“the company was excellent and great to work with. The last project was Wood River Levee Closure structure for approximately \$185,000.”</i></p>
<p>4.</p>	<p>A question came from Korte & Luitjohan on the day the bids were due about adding a line item for the <i>“removal of an obstruction”</i> within the schedule of values (Specification Section 00 300). AMEC answered by telling the contractor that adding a line item to clarify their bid was acceptable. The other bidders did not include an additional line item for the removal of the obstruction and was assumed the cost was included within the other line items.</p> <p>AMEC called Noeth Excavating Systems to verify if the removal of the obstruction (Sheet CB-G142) was included in their bid. Chris Noeth said it was included in the point repair (30-INCH PERFORATED HDPE PIPE) line item.</p>
<p>5.</p>	<p>AMEC’s Qualified Recommendation is Noeth Excavating Systems to provide construction services for Bid Pkg #1.</p>

LEVEE CERTIFICATION DESIGN PROJECT BID PACKAGE 01 - BID TABULATION

NO.	DESCRIPTION	QNT	UNIT	Minimum		Average	Maximum		Noeth Excavating Systems		Moniger Excavating Co, Inc.		Keller Construction	
				MIN	CONTRACTOR	AVE	MAX	CONTRACTOR	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.1	MOBILIZATION - MESD STA ~1000+00	1	LS	\$ 1,500.00	Noeth Excavating Systems	\$ 18,292.45	\$ 68,489.67	Kamadulski Excavating	\$ 1,500.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00	\$ 7,690.00	\$ 7,690.00
1.2	CLEAR & GRUB	1	LS	\$ 380.00	Korte & Luitjohan	\$ 4,372.14	\$ 12,997.82	Kamadulski Excavating	\$ 1,430.00	\$ 1,430.00	\$ 3,175.00	\$ 3,175.00	\$ 1,000.00	\$ 1,000.00
1.3	DEWATERING (5 to 15 feet)	50	LF	\$ 35.00	Hanks Excavation	\$ 207.39	\$ 742.00	Korte & Luitjohan	\$ 50.00	\$ 2,500.00	\$ 140.50	\$ 7,025.00	\$ 150.00	\$ 7,500.00
1.4	EXCAVATION	250	CY	\$ 25.00	Keller Construction	\$ 80.53	\$ 220.00	Hanks Excavation	\$ 105.73	\$ 26,432.00	\$ 50.50	\$ 12,625.00	\$ 25.00	\$ 6,250.00
1.5	30-INCH PERFORATED HDPE PIPE	20	LF	\$ 154.00	Noeth Excavating Systems	\$ 441.68	\$ 855.00	Hanks Excavation	\$ 154.00	\$ 3,080.00	\$ 675.00	\$ 13,500.00	\$ 267.00	\$ 5,340.00
1.6	GEOTEXTILE - NON-WOVEN	10	SY	\$ 2.30	Hanks Excavation	\$ 24.28	\$ 50.00	Moniger Excavating Co, Inc.	\$ 18.00	\$ 180.00	\$ 50.00	\$ 500.00	\$ 10.00	\$ 100.00
1.7	GRAVEL "B"	85	TN	\$ 18.00	Hanks Excavation	\$ 27.95	\$ 40.00	Keller Construction	\$ 26.15	\$ 2,223.00	\$ 24.50	\$ 2,082.50	\$ 40.00	\$ 3,400.00
1.8	GRAVEL "C"	15	TN	\$ 18.00	Hanks Excavation	\$ 31.49	\$ 43.32	Kamadulski Excavating	\$ 26.13	\$ 392.00	\$ 24.50	\$ 367.50	\$ 40.00	\$ 600.00
1.9	SHORING (LEFT IN PLACE)	300	SF	\$ -	Hanks Excavation	\$ 105.96	\$ 422.35	Kamadulski Excavating	\$ 63.65	\$ 19,096.00	\$ 47.25	\$ 14,175.00	\$ 78.00	\$ 23,400.00
1.10	SHIELDING OVERHEAD ELEC	100	LF	\$ 0.01	Keller Construction	\$ 10.39	\$ 25.00	Hanks Excavation	\$ 7.50	\$ 750.00	\$ 16.00	\$ 1,600.00	\$ 0.01	\$ 1.00
1.11	MISC CAST IN PLACE CONCRETE	5	CY	\$ 85.00	Hanks Excavation	\$ 420.90	\$ 1,000.00	Keller Construction	\$ 114.00	\$ 570.00	\$ 850.00	\$ 4,250.00	\$ 1,000.00	\$ 5,000.00
1.12	MOBILIZATION - MESD STA 1061+40	1	LS	\$ 2,100.00	Moniger Excavating Co, Inc.	\$ 6,655.46	\$ 12,500.00	Hanks Excavation	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00	\$ 9,180.00	\$ 9,180.00
1.13	CIPP - 18-INCH PIPE - 14mm	246	LF	\$ 190.00	Korte & Luitjohan	\$ 248.97	\$ 295.00	Moniger Excavating Co, Inc.	\$ 253.00	\$ 62,238.00	\$ 295.00	\$ 72,570.00	\$ 260.00	\$ 63,960.00
1.14	CLEANING - 18-INCH PIPE	164	LF	\$ 16.68	Noeth Excavating Systems	\$ 27.17	\$ 42.50	Moniger Excavating Co, Inc.	\$ 16.68	\$ 2,735.00	\$ 42.50	\$ 6,970.00	\$ 17.00	\$ 2,788.00
1.15	MOBILIZATION - MESD STA 1561+40	1	LS	\$ 3,000.00	Hanks Excavation	\$ 5,362.13	\$ 8,200.00	Korte & Luitjohan	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00	\$ 6,180.00	\$ 6,180.00
1.16	SLIPLINING - 24-INCH PIPE	143	LF	\$ 90.60	Moniger Excavating Co, Inc.	\$ 192.47	\$ 269.56	Kamadulski Excavating	\$ 250.66	\$ 35,844.00	\$ 90.60	\$ 12,955.80	\$ 225.00	\$ 32,175.00
1.17	BEDDING - IDOT #6	9	TN	\$ 19.94	Kamadulski Excavating	\$ 50.55	\$ 95.33	Noeth Excavating Systems	\$ 95.33	\$ 858.00	\$ 55.00	\$ 495.00	\$ 45.00	\$ 405.00
1.18	RIPRAP - IDOT #5	150	TN	\$ 44.00	Korte & Luitjohan	\$ 55.20	\$ 65.00	Moniger Excavating Co, Inc.	\$ 52.00	\$ 7,800.00	\$ 65.00	\$ 9,750.00	\$ 50.00	\$ 7,500.00
1.19	GEOTEXTILE - MIRAFI FW700	25	SY	\$ 5.00	Hanks Excavation	\$ 18.65	\$ 35.51	Kamadulski Excavating	\$ 8.40	\$ 210.00	\$ 32.00	\$ 800.00	\$ 10.00	\$ 250.00
1.20	SEEDING	3	AC	\$ 1,600.00	Noeth Excavating Systems	\$ 3,085.28	\$ 6,500.00	Moniger Excavating Co, Inc.	\$ 1,600.00	\$ 4,800.00	\$ 6,500.00	\$ 19,500.00	\$ 3,500.00	\$ 10,500.00
1.21	EROSION CONTROL	1	LS	\$ 500.00	Noeth Excavating Systems	\$ 1,922.27	\$ 3,200.00	Moniger Excavating Co, Inc.	\$ 500.00	\$ 500.00	\$ 3,200.00	\$ 3,200.00	\$ 1,000.00	\$ 1,000.00
1.22	CONSTRUCTION/ACCESS PERMITS	1	LS	\$ 1,725.00	Hanks Excavation	\$ 5,291.39	\$ 10,300.00	Noeth Excavating Systems	\$ 10,300.00	\$ 10,300.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00
1.23	24-INCH CONCRETE FES	2	EA	\$ 1,015.00	Korte & Luitjohan	\$ 1,443.20	\$ 1,900.00	Hanks Excavation	\$ 1,098.50	\$ 2,197.00	\$ 1,650.00	\$ 3,300.00	\$ 1,250.00	\$ 2,500.00
1.24	REMOVE OBSTRUCTION	1	EA	\$ -	Noeth Excavating Systems	\$ 1,388.75	\$ 5,555.00	Korte & Luitjohan	\$ -					
				\$ 192,635.00	Noeth Excavating Systems	\$ 234,748.41	\$ 375,658.67	Kamadulski Excavating	\$ 192,635.00		\$ 203,740.80		\$ 199,719.00	

LEVEE CERTIFICATION DESIGN PROJECT
BID PACKAGE 01 - BID TABULATION

NO.	DESCRIPTION	QNT	UNIT	Minimum		Average	Maximum		Korte & Luitjohan		Hanks Excavation		Kamadulski Excavating	
				MIN	CONTRACTOR	AVE	MAX	CONTRACTOR	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.1	MOBILIZATION - MESD STA ~1000+00	1	LS	\$ 1,500.00	Noeth Excavating Systems	\$ 18,292.45	\$ 68,489.67	Kamadulski Excavating	\$ 6,400.00	\$ 6,400.00	\$ 23,575.00	\$ 23,575.00	\$ 68,489.67	\$ 68,489.67
1.2	CLEAR & GRUB	1	LS	\$ 380.00	Korte & Luitjohan	\$ 4,372.14	\$ 12,997.82	Kamadulski Excavating	\$ 380.00	\$ 380.00	\$ 7,250.00	\$ 7,250.00	\$ 12,997.82	\$ 12,997.82
1.3	DEWATERING (5 to 15 feet)	50	LF	\$ 35.00	Hanks Excavation	\$ 207.39	\$ 742.00	Korte & Luitjohan	\$ 742.00	\$ 37,100.00	\$ 35.00	\$ 1,750.00	\$ 126.83	\$ 6,341.50
1.4	EXCAVATION	250	CY	\$ 25.00	Keller Construction	\$ 80.53	\$ 220.00	Hanks Excavation	\$ 27.50	\$ 6,875.00	\$ 220.00	\$ 55,000.00	\$ 54.43	\$ 13,607.50
1.5	30-INCH PERFORATED HDPE PIPE	20	LF	\$ 154.00	Noeth Excavating Systems	\$ 441.68	\$ 855.00	Hanks Excavation	\$ 333.00	\$ 6,660.00	\$ 855.00	\$ 17,100.00	\$ 366.05	\$ 7,321.00
1.6	GEOTEXTILE - NON-WOVEN	10	SY	\$ 2.30	Hanks Excavation	\$ 24.28	\$ 50.00	Moniger Excavating Co, Inc.	\$ 21.00	\$ 210.00	\$ 2.30	\$ 23.00	\$ 44.39	\$ 443.90
1.7	GRAVEL "B"	85	TN	\$ 18.00	Hanks Excavation	\$ 27.95	\$ 40.00	Keller Construction	\$ 27.00	\$ 2,295.00	\$ 18.00	\$ 1,530.00	\$ 32.06	\$ 2,725.10
1.8	GRAVEL "C"	15	TN	\$ 18.00	Hanks Excavation	\$ 31.49	\$ 43.32	Kamadulski Excavating	\$ 37.00	\$ 555.00	\$ 18.00	\$ 270.00	\$ 43.32	\$ 649.80
1.9	SHORING (LEFT IN PLACE)	300	SF	\$ -	Hanks Excavation	\$ 105.96	\$ 422.35	Kamadulski Excavating	\$ 24.50	\$ 7,350.00	\$ -	\$ -	\$ 422.35	\$ 126,705.00
1.10	SHIELDING OVERHEAD ELEC	100	LF	\$ 0.01	Keller Construction	\$ 10.39	\$ 25.00	Hanks Excavation	\$ 7.50	\$ 750.00	\$ 25.00	\$ 2,500.00	\$ 6.34	\$ 634.00
1.11	MISC CAST IN PLACE CONCRETE	5	CY	\$ 85.00	Hanks Excavation	\$ 420.90	\$ 1,000.00	Keller Construction	\$ 345.00	\$ 1,725.00	\$ 85.00	\$ 425.00	\$ 131.40	\$ 657.00
1.12	MOBILIZATION - MESD STA 1061+40	1	LS	\$ 2,100.00	Moniger Excavating Co, Inc.	\$ 6,655.46	\$ 12,500.00	Hanks Excavation	\$ 9,500.00	\$ 9,500.00	\$ 12,500.00	\$ 12,500.00	\$ 3,652.78	\$ 3,652.78
1.13	CIPP - 18-INCH PIPE - 14mm	246	LF	\$ 190.00	Korte & Luitjohan	\$ 248.97	\$ 295.00	Moniger Excavating Co, Inc.	\$ 190.00	\$ 46,740.00	\$ 280.00	\$ 68,880.00	\$ 215.82	\$ 53,091.72
1.14	CLEANING - 18-INCH PIPE	164	LF	\$ 16.68	Noeth Excavating Systems	\$ 27.17	\$ 42.50	Moniger Excavating Co, Inc.	\$ 25.00	\$ 4,100.00	\$ 25.00	\$ 4,100.00	\$ 36.86	\$ 6,045.05
1.15	MOBILIZATION - MESD STA 1561+40	1	LS	\$ 3,000.00	Hanks Excavation	\$ 5,362.13	\$ 8,200.00	Korte & Luitjohan	\$ 8,200.00	\$ 8,200.00	\$ 3,000.00	\$ 3,000.00	\$ 6,592.77	\$ 6,592.77
1.16	SLIPLINING - 24-INCH PIPE	143	LF	\$ 90.60	Moniger Excavating Co, Inc.	\$ 192.47	\$ 269.56	Kamadulski Excavating	\$ 174.00	\$ 24,882.00	\$ 145.00	\$ 20,735.00	\$ 269.56	\$ 38,547.08
1.17	BEDDING - IDOT #6	9	TN	\$ 19.94	Kamadulski Excavating	\$ 50.55	\$ 95.33	Noeth Excavating Systems	\$ 38.00	\$ 342.00	\$ 50.00	\$ 450.00	\$ 19.94	\$ 179.46
1.18	RIPRAP - IDOT #5	150	TN	\$ 44.00	Korte & Luitjohan	\$ 55.20	\$ 65.00	Moniger Excavating Co, Inc.	\$ 44.00	\$ 6,600.00	\$ 65.00	\$ 9,750.00	\$ 55.21	\$ 8,281.50
1.19	GEOTEXTILE - MIRAFI FW700	25	SY	\$ 5.00	Hanks Excavation	\$ 18.65	\$ 35.51	Kamadulski Excavating	\$ 21.00	\$ 525.00	\$ 5.00	\$ 125.00	\$ 35.51	\$ 887.75
1.20	SEEDING	3	AC	\$ 1,600.00	Noeth Excavating Systems	\$ 3,085.28	\$ 6,500.00	Moniger Excavating Co, Inc.	\$ 2,275.00	\$ 6,825.00	\$ 2,100.00	\$ 6,300.00	\$ 2,536.65	\$ 7,609.95
1.21	EROSION CONTROL	1	LS	\$ 500.00	Noeth Excavating Systems	\$ 1,922.27	\$ 3,200.00	Moniger Excavating Co, Inc.	\$ 2,900.00	\$ 2,900.00	\$ 2,300.00	\$ 2,300.00	\$ 1,633.61	\$ 1,633.61
1.22	CONSTRUCTION/ACCESS PERMITS	1	LS	\$ 1,725.00	Hanks Excavation	\$ 5,291.39	\$ 10,300.00	Noeth Excavating Systems	\$ 5,150.00	\$ 5,150.00	\$ 1,725.00	\$ 1,725.00	\$ 5,073.31	\$ 5,073.31
1.23	24-INCH CONCRETE FES	2	EA	\$ 1,015.00	Korte & Luitjohan	\$ 1,443.20	\$ 1,900.00	Hanks Excavation	\$ 1,015.00	\$ 2,030.00	\$ 1,900.00	\$ 3,800.00	\$ 1,745.70	\$ 3,491.40
1.24	REMOVE OBSTRUCTION	1	EA	\$ -	Noeth Excavating Systems	\$ 1,388.75	\$ 5,555.00	Korte & Luitjohan	\$ 5,555.00	\$ 5,555.00	\$ -	\$ -	\$ -	\$ -
				\$ 192,635.00	Noeth Excavating Systems	\$ 234,748.41	\$ 375,658.67	Kamadulski Excavating	\$ 193,649.00	\$ 193,649.00	\$ 243,088.00	\$ 243,088.00	\$ 375,658.67	\$ 375,658.67



Memo to: Board of Directors
From: Les Serman
Subject: Project Labor Agreement
Date: May 14, 2012

At the April meeting of the Board of Directors, I recommended the adoption of a project labor agreement (PLA) for all construction work done as part of the flood prevention project being undertaken by the Council. A number of questions arose in the discussion of the prototype PLA – questions that I could not answer authoritatively.

The questions that were raised at the last Board meeting were:

1. Which firms will be required to enter into the PLA? In particular how will the PLA apply to suppliers and firms making deliveries to the job site? Is there a problem for small firms to comply with the agreement?
2. Section 1.8 of the PLA provides for the possibility of exclusions from the agreement. What would be some typical exclusions, if any?
3. What is the process for executing the PLA with each contractor? Is there an appeal process if there are disputes about the interpretation of the PLA?
4. If a contractor executes the PLA, does that imply acceptance of any long-term liabilities of the signatory unions, such as for unfunded pension liabilities?

I have asked Bob Sprague, our legal counsel, and Dale Stewart, Executive Secretary-Treasurer, SW Illinois Building and Construction Trades Council, to be at the Board meeting to address PLA issues and they have agreed to attend and answer your questions.