



CITY OF COLLINSVILLE, ILLINOIS

REQUEST FOR SEALED BIDS

**Animal Shelter – HVAC Replacement
CIP Project #PD-HVACS**

SECTION 1: NOTICE TO BIDDERS

The City of Collinsville, Illinois, is requesting sealed bids for the replacement of an HVAC unit at the City's Animal Shelter in Collinsville, IL. Bids will be accepted until 2:00 pm on Tuesday, February 10, 2026 at City Hall. Bids will be publicly opened and read at that time.

A mandatory pre-bid meeting and site inspection will be held on Monday, February 2, 2026 at 10:00 am at the Warren Billhartz Animal Shelter, 119 United Dr.in Collinsville. Attendance is required in order to submit a bid.

Bid documents are available in the office of the City Clerk, Collinsville City Hall, 125 S. Center Street, and may be obtained upon request.

All proposals must be made on the forms furnished by the City and the entire set of documents submitted intact. The City of Collinsville reserves the right to not open a sole bid and to waive, or not to waive, any irregularities in the bids and to determine which is the lowest and best bid.

Proposals shall be delivered prior to the time and at the place indicated above. Each proposal shall be placed in a sealed envelope endorsed "Animal Shelter HVAC Replacement." Only sealed proposals will be accepted.

PART 1 - LEGAL AND PROCEDURAL DOCUMENTS

SECTION 1.1: NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS

The City of Collinsville, Illinois will receive sealed bids for **HVAC replacement at the Animal Shelter** until Tuesday, February 10, 2026, at City Hall, 125 South Center Street, Collinsville, Illinois. Bids will be publicly opened and read at the above listed time at City Hall Council Chambers, 125 S. Center St. in Collinsville.

All proposals must be made on these forms furnished by the City, and the entire set of documents submitted intact.

The City of Collinsville reserves the right to not open a sole bid and to waive, or not to waive, any irregularities in the bids and to determine which is the lowest and best bid for the work.

1.1a. EXAMINATION OF PLANS, SPECIFICATIONS AND SITES: Bidders shall inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the work under the attached contract.

Upon request, all available information in the possession of the City will be shown to bidders, but correctness of any such information is not guaranteed by the City.

No pleas of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of said contract, specifications and drawings, or will be accepted as a basis for any claim whatsoever for additional compensation.

1.1b. DELIVERY OF PROPOSALS: Proposals shall be delivered prior to the time and at the place indicated in Section 1.1. Each proposal shall be placed in a sealed envelope plainly marked to indicate its contents. Only sealed proposals will be accepted.

1.1c. CONTRACT BOND: The successful bidder shall execute a contract bond as specified in Section 1.1 for the faithful performance of such contract in the sum of the total amount of the contract with a surety company whose financial standing is satisfactory to the City. The bond will continue in force until such time as final acceptance is made in writing by the City.

1.1d. COMPLIANCE WITH OTHER REGULATIONS: The Contractor shall be held solely responsible for compliance with other applicable City, County, State and Federal laws and regulations not specifically referenced within these documents. The Contractor is solely responsible for the safety of his employees in their work performance and of the worksite.

1.1e. STATEMENT OF REFERENCE: All prospective bidders submitting proposals to the City shall submit a separate list of references of clients for whom similar type of work has been performed within the last five (5) years, including contact person(s) and phone numbers therefor.

1.1f. PREVAILING WAGE RATES: The successful bidder, and all his subcontractors, shall be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law to all laborers, craftsmen, journeymen, and other workers employed in the work necessitated by the fulfillment of this contract.

1.1g. PROJECT LABOR AGREEMENT: This 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 contained herein for the project known as:

Animal Shelter HVAC Replacement

located in the City of Collinsville with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its 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.

1.1h. BID BOND: Bidders shall submit, with their bid, a bid bond or certified check in the amount of 5% of the bid. Bonds will be held for the three low bidders until such time as the contract is executed and then returned. Bidders warrant that their bid shall be held good and applicable for a period of 120 days from the date of opening.

SECTION 1.2: PROPOSAL

Submitted by: Integrated Facility Services

FOR THE PROJECT TITLED: Animal Shelter HVAC Replacement

TO: The Mayor and City Council of the City of Collinsville, Illinois

Gentlemen:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion with any other person, firm or corporation.

The undersigned understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and furnish all of the materials specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

The undersigned submits herewith his Schedule of Prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices or lump sum prices for which he proposes to perform each item of work; and that the extensions and totals must be shown or be subject to possible rejection for irregularities.

It shall be understood by the Contractor that he has submitted accurate unit and item prices on his bid for the associated work and that the City reserves the right to delete portions of this contract with the associated cost based on bid items and without any adjustment in price for remaining items of work.

I agree to complete the work under this proposal no later than TBD based on equipment lead time, unless additional time is granted by the City of Collinsville, Illinois.

Signature of Bidder: Integrated Facility Services
(Individual or Corporate Name)

BY: Jeff Terrill TITLE: Vice President Service

ADDRESS: 1055 Cassens Ind. Ct.
Fenton, MO 63026

PHONE: 636-680-2100

SCHEDULE OF PRICES

PROJECT TITLE: Animal Shelter HVAC Replacement

Submitted by: Integrated Facility Services

ITEM	AMOUNT
Labor, materials, and equipment to replace two split systems with one package DOAS unit	\$131,525.00
Electrical work for connection of new DOAS unit	\$9,100.00
Hoisting and rigging	\$1,725.00
TOTAL AMOUNT	\$142,350.00

Exclusions:

- Overtime or shift work.
- Smoke detectors or fire alarm work.
- Painting and patching.
- Hazardous material identification or remediation.
- Temporary heating and cooling equipment.

SECTION 1.3: CONTRACT

1.3a. THIS CONTRACT entered _____, 2026, between THE CITY OF COLLINSVILLE, ILLINOIS (City), and Integrated Facility Services _____ (Contractor) WITNESSETH:

1.3b. In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools, equipment, freight, apparatus, and other items necessary to perform the work according to the plans and specifications for this project, and to comply with all of the conditions and agreements.
- B. The City agrees to pay the Contractor for his performance according to the payment schedule.
- C. All exhibits attached hereto are made a part hereof by reference, which include all of the items incorporated by reference and items listed in the Contents page of the Specifications, Proposal and Contract Documents, as well as the plans for the project titled: **Animal Shelter HVAC Replacement**
- D. This is a time and materials contract.

IN WITNESS WHEREOF, the parties have signed this Contract _____, 2026.

CITY OF COLLINSVILLE, ILLINOIS (City)

BY _____ (Mayor)

ATTEST: _____ (City Clerk)

IF CORPORATION (Integrated Facility Services _____) (Contractor)

(BY John Rudcutt (President)

(ATTEST John Rudcutt (Secretary)

IF PARTNERSHIP (_____) (Contractor)

(_____) (Contractor)

(Partners doing business under the firm name of:

(_____)

IF INDIVIDUAL (_____) (Contractor)

SECTION 1.4: FORM OF CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called
(Corporation, Partnership or Individual)

Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of _____, 2026, a copy of which is hereto attached and made a part hereof for the project titled:

Animal Shelter HVAC Replacement

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026

ATTEST: _____
(Principal)

(Principal) Secretary By _____

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

(Surety)

ATTEST:

(Surety Secretary)

(SEAL)

(Witness as to Surety) By _____
(Attorney-in-fact)

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SECTION 1.5: FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, (\$_____) in lawful money of the United States, for the
payment of which sum sell and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the ___ day of _____, 2026,
a copy of which is hereto attached and made a part hereof for the project titled:

Animal Shelter HVAC Replacement

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

(Principal)

(Principal) Secretary By _____

(SEAL) _____
(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Witness as to Surety) By _____
(Attorney-in-fact)

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PART 2 - GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1: DEFINITIONS

2.1a. CONTRACT DOCUMENTS: The contract comprises the following documents:

Part 1 - Legal and Procedural Documents

(a) Notice to Contractors and Instructions to Bidders

(b) Proposal (Including Schedule of Prices)

(c) Contract

(d) Contract Bond

Part 2 - General Conditions of the Contract

Part 3 - Special Provisions

Part 4 - Project Labor Agreement

2.1b. ACT OF GOD: Act of God means earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

SECTION 2.2: COLLINSVILLE POLICE DEPARTMENT – ANIMAL SHELTER, LT. KEITH JACKSON AS PROJECT MANAGER - CITY-CONTRACTOR RELATIONS

2.2a. PROJECT MANAGER’S RESPONSIBILITY AND AUTHORITY: The Contractor is responsible for the direction and control of the work forces, pursuit of the work and proper completion and functioning of the project. The City's Project Manager, or designee, shall have authority to communicate his opinions concerning proper procedures to assure a final work product in compliance with the plans and specifications, to the Contractor's general supervisor, who shall consider such opinion, given the fact that the Project Manager, or designee, shall have the power to decide any and all questions which may arise as to the quality and acceptability of the material furnished, work performed, rate of progress of the work, interpretation of the plans, drawings and specifications and all questions relating to the acceptability of the final product as being in compliance with the plans and specifications.

2.2b. PROJECT MANAGER’S DECISIONS: All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the City’s Project Manager, or designee, who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Project Manager, or designee.

2.2c. SUSPENSION OF WORK: The Project Manager, or designee, shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply

materials meeting the requirements of the Specifications. The Contractor shall not suspend operations without the City's Project Manager, or designee's, permission.

2.2d. SUBCONTRACTS: At the time specified by the Contract Documents, or when requested by the City's Project Manager, or designee, the Contractor shall submit in writing to the City for approval of the Project Manager, or designee, the names of subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the City's Project Manager, or designee. The Contractor is responsible to the City for the acts and omissions of his subcontractors, and of their direct and indirect employees. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For the convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the City or the City's Project Manager , or designee, an arbiter to establish limits of the contracts between Contractor and subcontractors.

SECTION 2.3: WORKMANSHIP

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the City's Project Manager, or designee, does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City's Project Manager, or designee, be discharged immediately and shall not be employed again in any portion of the work without the approval of the City's Project Manager, or designee.

SECTION 2.4: INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

2.4a. INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois as will protect himself, his subcontractors, the City, including duly authorized representatives, from claims for bodily injury, death or property damage which may arise from operations under this Contract. The policy shall name the City of Collinsville, its officers, agents, employees and independent contractors as **additional named insureds**. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten (10) days written notice to the City of intention to cancel. Each policy shall contain a provision that the City is not responsible to reimburse the insurer for any deductible amounts. The amounts of such insurance shall be not less than the following.

- (1) General Aggregate: \$1,000,000
- (2) Products - Comp/OPS Aggregate: \$1,000,000
- (3) Personal and Advertising Injury: \$1,000,000
- (4) Each Occurrence: \$1,000,000
- (5) Fire Damages, any one fire: \$50,000
- (6) Medical Expense, any one person: \$5,000
- (7) Combined Single Limits: \$1,000,000
- (8) Worker's Compensation and Employer's Liability Coverage limits provide for \$500,000 for each accident or disease for each employee and the proprietor(s), partner(s), and executive officer(s) named.

(9) Vehicle Liability

Bodily Injury	\$300,000.00	each person
	\$500,000.00	each accident

Property Damage	\$100,000.00
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OR

\$500,000.00 Combined Single Limit

The Vehicle Liability must be on the Comprehensive Form and cover owned, hired and non-owned vehicles.

- (10) The types of coverage provided must be marked in all categories on each certificate as to:

General Liability; Commercial General Liability; Occurrence or Claims Made; Owners and Contractors Protective; Broad Form Comprehensive General Liability

If the project involves construction of a new building or structure, or remodeling of an existing building or structure, the Contractor shall carry Builder's Risk in the amount of the contract and submit a copy of proof of coverage to the City before a notice to proceed will be issued.

2.4b. INDEMNITY: The Contractor shall indemnify and hold harmless the City and its agents and its employees from and against all claims for personal injury or property damage, including claims against the City, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorneys fees that may be incurred by the City defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the City or any of its agents or servants by an employee of a Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefit Acts.

2.4c. LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2.4d. PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City's Project Manager , or designee, and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible for fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the City's Project Manager , or designee.

2.4e. PAYMENT/PERFORMANCE BOND: The Payment and Performance Bonds required herein shall be placed with a surety company having a policyholder's rating not lower than "A" and a financial rating not lower than "AA" in the most recent Best's Insurance Guide.

SECTION 2.5: FINALIZING

2.5a. RELEASE OF LIENS: The Contractor shall deliver to the City a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any liens remains unsatisfied after all payments are made, the Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2.5b. ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the City's Project Manager, or designee, shall certify his acceptance to the City and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions, and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the City shall accept the work and release the Contractor except as to the conditions of the Contract Bond, any legal rights of the City, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the City's Project Manager, or designee, to assemble and check the necessary data. In no case shall making the final payment be considered acceptance of faulty work or faulty workmanship whether it be patent or latent, and remedies against the Contractor for such faulty work or faulty workmanship are retained despite any making of final payment.

PART 3 - SPECIAL PROVISIONS

- 1. Bid Specifications (see attached)**

PART 4

PROJECT LABOR AGREEMENT

*As adopted by the Southwestern Illinois Building & Construction Trades Council
Board of Business Agents in conjunction with the Southern Illinois Builders Association*

This Agreement is entered into this _____ day of _____, 2026, by and between Integrated Facility Services and the Southwestern Illinois Building Trades Council for and on behalf of its affiliates, 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 _____
Animal Shelter HVAC Replacement

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: Animal Shelter HVAC Replacement

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.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Southwestern Illinois Building Trades Council and the applicable employers association, if any, with the crafts and trades belonging to the Southwestern Illinois Building Trades Council 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 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 each craft.

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

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

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

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

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

1.9 The provisions of this Project Agreement shall not apply to the City of Collinsville (Owner), and nothing contained herein shall be construed to prohibit or restrict the City of Collinsville (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 the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the SIBTC and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. SIBTC affiliates signatory to this Agreement 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 Unions 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 Unions and Council 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 crafts 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 craft's current Collective Bargaining Agreement.

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

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.

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 Unions collective bargaining agreement.

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 Unions of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

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

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

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

ARTICLE IX - SUBCONTRACTING

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

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its signatory 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 SIBTC affiliate which is a party to this Agreement, 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 Unions 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, Unions, 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. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

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

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and

Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

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

13.2 The SIBTC and its 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 Union 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 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 the affiliated union or unions to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved 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, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

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)

Integrated Facility Services _____
(Firm's Name)

1055 Cassens Ind. Ct. Fenton, MO 63026 _____
(Firm's Address)

Date: _____

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

ATTACHMENT A
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: _____