Request for Proposals

Agriculture Education Center Solar PV System

Kaskaskia College
Purchasing Office
Room AD104
27210 College Road
Centralia, IL 62801

Date of Issue:       June 23, 2020
Proposal Due Date:  July 9, 2020 by 2:00 PM CST
The Board of Trustees of Kaskaskia College, Community College District 501, is soliciting proposals from qualified companies capable of designing, engineering, installing, and commissioning a grid-tied, roof-mounted solar PV systems at the College’s Agricultural Education Center in Centralia, IL.

The Proposal Requirements & Contract Documents are accessible via the College’s Energy Management Consultant:

Affordable Gas + Electric
Ross Calliott
ross.c@agellc.com
636-399-2501

Sealed proposals (containing two copies) must be submitted to the Purchasing Office at Room AD104, 27210 College Road, Centralia, IL 62801 no later than 2:00 PM CST on Thursday, July 9, 2020.

Proposals must be submitted in a sealed envelope and clearly marked “Proposal – Agriculture Education Center Solar PV System”. It is the sole responsibility of the vendor to ensure timely delivery of their bid. Kaskaskia College will not be held responsible for failure of service on behalf of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor. Companies electing to hand-deliver their sealed proposals may deliver them to the Safety & Security station located inside the main entrance to the Health & Business Building located on the main campus at 27210 College Road; Centralia, IL 62801. Proposals received after the stated date and time will not be accepted. The sealed proposals will be publicly opened immediately after the submission deadline via a virtual Zoom meeting. Information regarding access to the virtual Zoom meeting will be made available by contacting the Energy Management Consultant a minimum of 24 hours prior to the opening of proposals. Due to the COVID-19 pandemic, in person attendance to the opening of proposals will not be allowed.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Attachment C of the RFP Documents must be paid on this project. The selected provider must enter into a Project Labor Agreement for the Project with the trade unions which have traditionally performed and have trade and geographic jurisdiction over such work. The selected provider must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, or natural origin. The respondent must submit a list of subcontractors, if any, with their proposal.

Proposals may be held by Kaskaskia College for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of respondents prior to the awarding of the Contract.

Kaskaskia College, Community College District 501, reserves the right to accept or reject any or all bids.
I. **OBJECTIVE**

Kaskaskia College is soliciting proposals from qualified companies capable of designing, engineering, installing, and commissioning a grid-tied, roof-mounted solar PV systems at the College’s Agricultural Education Center at 9732 Shattuc Rd, Centralia, IL 62801.

The Agricultural Education Center is served by Clinton County Electric Cooperative, which limits Eligible Renewable Electrical Generating Facilities to a nameplate capacity of 40KWat or less. Accordingly, the College expects the practical limitation on dc-sizing will be approximately 50KWdc.

The College has applied for a grant from Illinois Green Economy Network to pursue this project with the expectation that the grant will cover the bulk of project costs.

Interested respondents are requested to submit proposals for a (roughly) 50KWdc solar PV system that includes total project costs, estimated energy production, guarantees/warranties, and projected savings over a 25-year period. As a public entity, Kaskaskia College is tax exempt and shall provide the selected installer proof of sales tax exemption. Sales tax shall thus be excluded from the pricing of the solar system.

Responses shall be submitted no later than 2:00 PM CST on Thursday, July 9, 2020. Late responses will not be considered. Each response shall be treated as confidential until this deadline, after which each response shall become public.

The College’s Energy Management Consultant, Affordable Gas & Electric Company, LLC (AGE) will evaluate provider proposals and make recommendations to the College. The evaluation of each proposal will be based on technical criteria and qualifications, reference checks, and other information which will be gathered independently.

II. **RFP AND TENTATIVE PROJECT SCHEDULE**

**Site Visit: by appointment**

Contact Jennings Carter, Director of Physical Plant at 618-545-3169 or jcarter@kaskaskia.edu to make an appointment.

**Date for Final Submittal of Questions:** Monday, July 6, 2020

Submit all questions to College’s Energy Management Consultant:

Affordable Gas + Electric
Ross Calliott
ross.c@agellc.com
636-399-2501
RFP Due Date and Public Proposal Opening:  Thursday, July 9, 2020 by 2:00 PM CST

Submit Two (2) physical copies, in a sealed envelope to:

Kaskaskia College
Purchasing Office
Room AD104
27210 College Road
Centralia, IL 62801

Companies electing to hand-deliver their sealed proposals may deliver them to the Safety & Security station located inside the main entrance to the Health & Business Building located on the main campus at 27210 College Road; Centralia, IL 62801. Proposals received after the stated date and time will not be accepted.

Selection of Proposal and Provider at July Board Meeting:  Monday, July 27, 2020

Notice of Award Issued:  Tuesday, July 28, 2020

Notice to Proceed Issued:  Monday, August 17, 2020

Substantial Completion of PV System:  Wednesday, September 30, 2020

III. SITE INFORMATION
Please see Attachment A for Site Information and Attachment B for Electric Account Information.

IV. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL
Each provider must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to carry out the provisions of the contract.

The provider will design, install and commission a roughly 50KWdc solar photovoltaic system to maximize the solar resources at the above listed site, taking into account the facilities’ electrical infrastructure, proposed installation sites, available solar resources, applicable zoning ordinances, installation costs and other relevant factors, which shall be discussed in the provider’s proposal.

The provider will be responsible for determining load characteristics for roof installation, to ensure that warranties remain in place and to avoid damage to existing roofs.

The provider should make every effort to visit the site and determine the best course of action. Please contact Jennings Carter, Director of Physical Plant at 618-545-3169 or jcarter@kaskaskia.edu to schedule a site visit.
V. PROVIDER QUALIFICATIONS
To qualify as the provider for award of this agreement, the prime provider or joint venture must either individually or collectively demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform their role in this solar photovoltaic installation.

VI. PERSONNEL QUALIFICATIONS AND ABILITIES
Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposals must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel. The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific project responsibility of staff to be assigned to the project must be included, as well as professional background and caliber of previous experience of key persons and of each consultant to be assigned to the project. If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. (There is no penalty for use of sub-consultants; the qualifications of the entire team will be evaluated).

Ideal Provider(s) shall possess:

- Valid and pertinent State of Illinois contractor construction licenses.
- Illinois Professional Engineering (PE) registration for relevant work included within the proposal
- North American Board of Certified Energy Practitioners (NABCEP) certification.
- Certified Energy Manager (CEM) from the Association of Energy Engineers
- Relevant past work experience in completing solar PV systems for educational institutions

VII. PROJECT SCOPE AND STANDARDS
The provider will design, provide, install, and commission the solar photovoltaic systems utilizing Tier-1 PV modules. The scope of this project is all-inclusive and includes planning, engineering, labor, materials, delivery, installation, and commissioning, as well as all warranties and maintenance.

All proposed roof mounted solar panels, tracks and anchoring equipment shall not exceed the load capacity available on the roof such that it would cause any structural issues or any other damage. Prior to commencement of system construction, provider shall verify the structural capacity of the roof through the use of a licensed professional engineer.

All equipment shall be UL listed. All installations shall comply with current local government approved building and electrical codes. Guaranteed minimum output from the system shall be 85% of the expected performance output from the system.

The provider shall include in its proposal all elements necessary for a turn-key project including REC applications, grid interconnection and net metering agreement, all permits and approvals from governing agencies and all labor, taxes, services and equipment.

The provider shall provide the following minimum warranties/guarantees on any proposed system:
• General Warranty - A warranty on all installation labor for a minimum of five years from system commissioning, if not so covered by the manufacturers’ warranties. Special warranties specific in this article shall not deprive the customer of other rights they may have under other provisions of the contract or warranty documents. This five-year warranty shall include repair of any roof leaks directly attributed to the solar PV system installation.

• Special Warranty - Written warranty, executed by manufacturer agreeing to repair or replace solar PV equipment and system components that fail in materials or workmanship within a specified warranty period.
  o Solar PV modules shall have a minimum 25-year power warranty with not more than 20% allowable degradation of power during a 25-year period.
  o Solar PV modules shall have a minimum 10-year product warranty.
  o Mounting system shall be warranted free of defects for a period of not less than five (5) years.
  o Inverters shall be warranted free of defects for a period of not less than ten (10) years.

Where applicable, provider must deliver reproducible “as built” and record drawings (or electronic equivalents agreed to by Kaskaskia College) of all existing and modified conditions associated with the project, conforming to typical engineering standards.

The provider shall comply with the requisite Project Labor Agreement and for the payment of prevailing wages. Attachment C contains Prevailing Wage Requirements and a Project Labor Agreement.

VIII. CONTENT OF PROPOSAL
Proposals shall be on 8 1/2” & 11” paper and include all materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams. To maintain uniformity with all proposals furnished by provider, proposals shall include the following:

• Overview of Principal Elements. A project understanding summary that includes an overview of the principal elements of the proposal, demonstration of an understanding of the project objectives, and a description of your approach to solar systems. Include any suggestions or special concerns that the College should be made aware of, the proposed configuration of equipment and any additional scope of work tasks you feel are necessary for the successful completion of the project. Include a discussion of work assignments between the provider and subcontractors used, if any.

• Schematic Design Layout. Provider shall provide a system schematic design layout for the systems, including photovoltaic model type and model no., wattage, number of modules, year 1 production, degradation percentage, inverter type and model, mounting system type, azimuth, tilt, system size AC and DC, and the impact on time
demand related charges on the College’s utility bills and demand charges.

- **Minimum Qualifications.** Sufficient information for the College to evaluate the provider’s ability to successfully complete the scope of work and to meet the following minimum qualifications:
  - Appropriate Contracting Licenses in good standing
  - Appropriate other licensing in good standing
  - A list of personnel who will work on the project, including resumes of proposed project team members that delineates education, current licenses and certificates, prior employment and titles (included as attachments);
  - Project Team Structure: An organizational chart describing the roles and responsibilities of each person

- **References.** A list of similar projects which your firm completed within the last 5 years. To be considered, respondents are required to have designed, installed, a minimum of five (5) solar PV projects in the United States that are commercial grid-connected solar PV systems. All five (5) PV projects must be currently providing the full/rated solar generation capability. Any prior experience with solar PV systems for educational institutions should be highlighted.

Project information should include project description, agency or client name along with the person to contact, telephone number(s) and e-mail addresses, year completed and project construction and design cost.

- **Proposal submittal and signature.** Proposal shall be signed by a company official with the power to bind the company in its proposal. All proposals must be completely responsive to the RFP.

**IX. TECHNICAL SPECIFICATIONS**

The following technical information should be discussed in this section.

- Major equipment manufacturers
- Description of technology and configuration
- Summary of the commercial operating experience of the equipment used
- Solar system layout of equipment and characteristics
- Electrical interconnection and metering/net-metering
- Foundation of PV support system
- Level of efficiency
- DC and AC capacity rating
- Expected annual energy production in kWh by month
- Communications, control and instrumentation
- Facility limitations that may constrain operation
- Project Management plan
- Quality assurance plans
- Start-up and testing
- Factory and performance tests
• Design life loading (wind, seismic, etc.)
• Description of frequency and duration of scheduled maintenance
• Provide any information that could impact the cost, construction schedule or output capability of the project
• Proposals shall demonstrate a proven, comprehensive data acquisition system with current and historical data available remotely through a real-time internet site capable of tracking various metrics.
• Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards. All equipment components must be listed or recognized by an appropriate safety laboratory (e.g., Underwriter’s Laboratory [UL]), and meet existing facility structural and fire safety requirements.
• Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed environmental standards.
• Proposals shall provide evidence that the proposed technology and equipment are designed for normal operation in the Illinois climate.
• Proposals shall provide evidence that the proposed technology does not incorporate proprietary components and that the system design allows for multiple sources of supply and/or repair.

X. PROJECT SCHEDULE
All proposals must include a proposed project schedule that includes the following milestones:

• Permitting begins
• Final design plans complete
• Equipment ordered
• Construction begins
• Electrical generation begins

XI. INSURANCE

The selected provider will be required to furnish a certificate of insurance in the following amounts.
The insurance coverage required here-in-under shall be the minimum amounts maintained by the selected provider and Subcontractors until all work is completed and accepted by the Owner.

The selected provider will purchase and maintain “all risks” Builder’s Risk property insurance subject only to such exclusions as have been specifically approved by the owner in writing.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer’s Liability:
   a. $1,000,000 per Accident
   b. $1,000,000 Occupational Disease
B. Commercial Comprehensive Liability

1. Each Occurrence: $1,000,000
2. Products/Completed Operations Aggregate: $1,000,000
3. Personal/Advertising Injury: $1,000,000
4. General Aggregate: $2,000,000
5. Policy shall include:
   a. Premises: Operations
   b. Independent Contractors Liability
   c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
   d. Contractual Liability
   e. Coverage for explosion (x), collapse (l), and underground (u).
6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the selected provider’s Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent, must include both on-going and completed operations, and shall name Kaskaskia College, its Board of Trustees, officers, employees and agents as additional insureds at a minimum. The selected provider hereby agrees to effectuate the naming of such additional insureds as unrestricted additional insureds on the provider’s policy. The additional insured endorsement shall provide the following:
   a. That the coverage afforded the additional insureds will be primary and non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the selected provider.
   b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
   c. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
   d. That the amount of the company’s liability under the insurance policy will not be reduced by the existence of such other insurance.
   e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof. The selected provider will furnish a Certificate of Insurance evidencing the foregoing.
   f. The general liability aggregate will be on a “Per Project” basis.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily injury
   a. $500,000 per person
   b. $1,000,000 per accident
2. Property damage: $500,000
   or
3. Combined Single limit: $1,000,000
D. Umbrella

1. If the selected provider’s Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the owner may be used to meet the minimum limits required.
2. Umbrella Excess Liability: $1,000,000
3. Confirm that umbrella/excess liability coverage follows form of the underlying liability coverages

Owner’s and provider’s Protective Liability: The Owner’s and provider’s Protective Liability Insurance required herein shall be purchased and maintained by the provider. The policy shall name the owner as named insured and, if applicable, the Architect and the Architect’s consultants as additional insureds. The insurance shall afford the same protection and be in the same amounts as required by the Commercial General Liability Insurance for the provider and shall protect the named insureds from all claims for bodily injury and property damage arising from its ownership of the premises and general supervision or observation of Work, including claims by employees of the provider, and Subcontractors or Sub-subcontractors.

XII. PERFORMANCE AND BID BONDS
Each respondent submitting a proposal shall provide a performance bond and a bid bond.

XIII. GOVERNING LAWS
Notwithstanding any of the above, the bidder shall comply with the purchasing laws of the State of Illinois and the Rules of the Illinois Community College Board.

XIV. NON-COLLUSION AFFIDAVIT
All bids shall be submitted with an original copy of a completed and signed Non-Collusion Affidavit. The form is included as Attachment D.

XV. BUSINESS ENTERPRISE PROGRAM (BEP)
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:

Kaskaskia College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College’s procurement and contracting processes in accordance with the State of Illinois’ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested Vendors to visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) website to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to
(http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) for complete requirements for BEP certification.

For applicable projects, Vendors may be asked to submit a utilization plant and letter of intent that meets or exceeds the identified goal. If a Vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

XVI. SELECTION OF PROVIDER
The College’s Energy Management Consultant, Affordable Gas & Electric Company, LLC (AGE) will evaluate provider proposals and make recommendations to the College. The evaluation of each proposal will be based on technical criteria and qualifications, reference checks, and other information which will be gathered independently.

XVII. CONTRACT BETWEEN KASKASKIA COLLEGE AND SELECTED PROVIDER
Kaskaskia College in conjunction with Affordable Gas + Electric will issue a contract between the college and the awarded company. A copy of the contract is included as Attachment E. Such contract shall include additional terms and conditions relative to this request for quotation. Upon acceptance of the contract by both parties, the College will issue a Notice to Proceed to the awarded Contractor.

XVIII. ENERGY MANAGEMENT CONSULTANT’S FEE
The selected provider shall be responsible for compensation of the College’s Energy Management Consultant for the management and oversight of this RFP. Energy Management Consultant’s Fee shall be calculated at $0.15 per watt of DC nameplate capacity for any Solar PV projects the College enters into a contractual agreement with the selected provider for because of this RFP.

One half of the fee is to be paid at the Project’s notice to proceed and the remaining half to be paid upon the commercial operation date.

ALL PROPOSALS MUST BE INCLUSIVE OF THIS FEE

XIX. RIGHT TO REJECT PROPOSALS
Proposals shall remain valid for 60 days after opening.

The College reserves the right to reject any or all proposals submitted and to waive informalities and minor irregularities in submissions received and to be the sole judge of the value and merit of the proposals offered.

No representation is made herein that any contract will be awarded pursuant to this RFP or otherwise.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the provider.
The College will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals submitted become the property of the College.

XX. RFP EXHIBITS

ATTACHMENT A: General Site Information
ATTACHMENT B: Electric Account Information
ATTACHMENT C: Project Labor Agreement and Prevailing Wage Requirements
ATTACHMENT D: Non-Collusion Affidavit
ATTACHMENT E: Sample Contract
ATTACHMENT A

Kaskaskia College

Request for Proposals

Agriculture Education Center Solar PV System
Street View of Building from Co HWY 5 Looking East
ATTACHMENT B

Kaskaskia College

Request for Proposals

Agriculture Education Center Solar PV System
KWH USAGE HISTORY

Current Month's Average KWH Per Day
Last Year: 513  This Year: 367

Current Month's Average Cost Per Day
Last Year: $50.29  This Year: $40.29

Account Number: 46032603
Net Amount Due: 1,208.80
Due Date: 05/25/2019
Amount After Due date: 1,208.80

Account No. Service Address
46032603 9732 SHATTUC RD

Meter  Pres Read  Prev Read  Multi  kWh Used  Rate Schedule / Bill Type  Service From  To  Days
149710364  398  343  200  11,000  03M / REGULAR  04/01/2019  05/01/2019  30

Activity Since Last Bill $ Amount
Previous Balance  1,600.00
Payments  1,600.00 CR
Adjustments  0.00
Balance Forward  0.00

Current Bill Information $Amount
System Delivery Charge  Rate  03M  133.00
Power Supplier Energy Charge  11,000 kWh@ 0.03630  399.30
Capacity Energy Charge  11,000 kWh@ 0.05830  641.30
IL State Utility Tax  35.20

Included in this bill is $190.30 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

Billing Date 05/08/2019  Amount Due 1,208.80
Due Date 05/25/2019  Late Charge 0.00
Pay This Amount After Due Date 1,208.80
Disconnect Date 06/10/2019

It's easy to pay your bill through our website 24 hours a day, 7 days a week. Visit www.cceci.com and click on "Pay Now" to pay with debit/credit card or checking information.

Retain this copy for your records.

Please detach and return bottom portion with payment.

KASKASKIA JR COLLEGE
ATTN: BUSINESS OFFICE
27210 COLLEGE RD
CENTRALIA IL 62801-7800

PLEASE INDICATE MAILING CHANGES OR PHONE UPDATES

New Mailing Address/Box Number
City State Zip
Home Phone Number/Alternate Phone

Account Number: 46032603
Total Amount Due: 1,208.80
Pay this amount after 05/25/2019: 1,208.80
Amount Paid
Disconnect Date if not paid before: 06/10/2019

CLINTON COUNTY ELECTRIC
COOPERATIVE, INC
PO BOX 40
BREESE, IL 62230-0040

15045004603260300012088000120880050820196
* WHAT TO DO IF YOUR POWER GOES OUT *

When your power is interrupted, first check your fuses or circuit breakers, then check to see if your neighbors have power. If you believe the problem is on Clinton County Electric lines, report the outage by calling 1-800-526-7282.

Understanding Your Clinton County Electric Bill

Definition of Terms

1. **System Delivery Charge**: A fixed monthly charge that reflects costs to have facilities in place and available for use. This monthly charge remains the same, regardless if electricity is used. The system delivery charge should cover the fixed costs of providing power to your home and/or business.
2. **Billing Date**: Date the bill is prepared and mailed.
3. **Due Date**: Last day the bill can be paid before a late payment charge is assessed.
4. **Late Charge**: Assessed on total current bill at the rate of 5% if not paid by due date.
5. **Estimated Bill**: If an actual reading is not obtained, then an estimated reading is necessary to process billing.
6. **Service Address**: The address where the meter is located. The mailing address is where the bill is sent.
7. **Kilowatt-Hour (kWh)**: Standard measurement for electricity. For example, one kWh is equivalent to a 100 watt light bulb being used for 10 hours.
8. **Meter Reading**: Used to determine quantity of kWh’s used for billing.
9. **Rate Schedule**: Identifies the billing value that applies to the metered service.
10. **Multiplier**: Used in certain metering applications to multiply the kWh reading for actual usage.
11. **kWh Used**: Amount of Kilowatt hours used during the billing period.
12. **POWER COST ADJUSTMENT (PCA)**: Energy charge may be increased or decreased as necessary to maintain financial integrity, meet mortgage obligations and maximize loan discounts.
13. **Town Tax**: Some cities and towns levy a municipal tax. If your bill shows this tax, the money goes to your community.
14. **IL State Utility Tax**: In accordance with Illinois Law, this tax is based on the number of kWh’s you used.
15. **Bill Type**: Describes the type of bill such as Budget, Regular, Estimated, Combined, etc.

Billing Services Offered By Clinton County Electric Cooperative

1. **EFT**: Electronic Funds Transfer. Pay your bill the effortless way with EFT. On the DUE DATE each month your bank transfers the amount of your bill directly to our bank account. Never write another check to CCECI! This service is free and easy to use. Give us a call, and we will be happy to give further details.
2. **Payments**: We offer many convenient ways to pay.
   a. **Credit/Debit Cards**: You can pay three ways using your credit/debit card and there is no additional charge!
      1. Recurring Credit/Debit Card (RCC): Your energy bill is automatically applied to your credit or debit card on the due date of your electric bill. Visit www.cceci.com to register for recurring.
   b. **Check by Phone**: Just give us a call 24 hours a day, 7 days a week to use our secure pay system using your credit/debit card.
   c. **Online**: Allows you to pay by credit/debit card or check via the Internet.
   d. **By Mail**: Don’t forget the stamp.
   e. **At Our Office**: Where we will personally wait on you Monday-Friday 7:00 a.m.-4:00 p.m.
   f. **24 Hour Drop Box**: Located outside the front of our building at 475 N. Main, Breese IL.
3. **Budget Billing**: Your bill is levelized by averaging your previous usage.
4. **Online**: Register your account on our website, and we will email you each month when your bill is available to be viewed online. You can also pay online and view your historical billing information.

BEFORE YOU DIG, CALL J.U.L.I.E. BY DIALING 811 AT LEAST 2 BUSINESS DAYS BEFORE THE START OF YOUR PROJECT/WORK.

Be sure to visit our website for valuable and up-to-date information www.cceci.com
### KWH USAGE HISTORY

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
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<tr>
<td>548</td>
<td>316</td>
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### Current Month's Average KWH Per Day

<table>
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<th>Last Year</th>
<th>This Year</th>
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### Current Month's Average Cost Per Day

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
</tr>
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<tr>
<td>$53.66</td>
<td>$35.21</td>
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### Monthly Usage

![Monthly Usage Chart]

### Account Number

- **46032603**

### Net Amount Due

- **1,091.44**

### Due Date

- **06/25/2019**

### Amount After Due date

- **1,091.44**

### Account No. Service Address

- **46032603** 9732 SHATTUC RD

### Meter Pres Read Prev Read Multi kWh Used Rate Schedule / Bill Type Service From To Days

| 149710364 | 447 | 398 | 200 | 9,800 | 03M / REGULAR | 05/01/2019 | 06/01/2019 | 31 |

### Activity Since Last Bill $ Amount

| Previous Balance | 1,208.80 |
| Payments         | 1,208.80 |
| Adjustments      | 0.00     |
| Balance Forward  | 0.00     |

### Current Bill Information $Amount

- **System Delivery Charge Rate 03M 133.00**
- **Power Supplier Energy Charge 9,800 kWh@ 0.03630 355.74**
- **Capacity Energy Charge 9,800 kWh@ 0.05830 571.34**
- **IL State Utility Tax 31.36**

### Included in this bill is $169.25 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

### Billing Date

- **06/07/2019**

### Amount Due

- **1,091.44**

### Due Date

- **06/25/2019**

### Late Charge

- **0.00**

### Pay This Amount After Due Date

- **1,091.44**

### Disconnect Date

- **07/10/2019**

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Retain this copy for your records.

Please detach and return bottom portion with payment.

KASKASKIA JR COLLEGE
ATTN: BUSINESS OFFICE
27210 COLLEGE RD
CENTRALIA IL 62801-7800

### Account Number

- **46032603**

### Total Amount Due

- **1,091.44**

### Pay this amount after 06/25/2019

- **1,091.44**

### Amount Paid

### Disconnect Date if not paid before

- **07/10/2019**

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150450046032603000109144000109144060720199
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Understanding Your Clinton County Electric Bill

Definition of Terms

1. **System Delivery Charge**: A fixed monthly charge that reflects costs to have facilities in place and available for use. This monthly charge remains the same, regardless if electricity is used. The system delivery charge should cover the fixed costs of providing power to your home and/or business.

2. **Billing Date**: Date the bill is prepared and mailed.

3. **Due Date**: Last day the bill can be paid before a late payment charge is assessed.

4. **Late Charge**: Assessed on total current bill at the rate of 5% if not paid by due date.

5. **Estimated Bill**: If an actual reading is not obtained, then an estimated reading is necessary to process billing.

6. **Service Address**: The address where the meter is located. The mailing address is where the bill is sent.

7. **Kilowatt-Hour (kWh)**: Standard measurement for electricity. For example, one kWh is equivalent to a 100 watt light bulb being used for 10 hours.

8. **Meter Reading**: Used to determine quantity of kWh’s used for billing.

9. **Rate Schedule**: Identifies the billing value that applies to the metered service.

10. **Multiplier**: Used in certain metering applications to multiply the kWh reading for actual usage.

11. **kWh Used**: Amount of Kilowatt hours used during the billing period.

12. **POWER COST ADJUSTMENT (PCA)**: Energy charge may be increased or decreased as necessary to maintain financial integrity, meet mortgage obligations and maximize loan discounts.

13. **Town Tax**: Some cities and towns levy a municipal tax. If your bill shows this tax, the money goes to your community.

14. **IL State Utility Tax**: In accordance with Illinois Law, this tax is based on the number of kWh’s you used.

15. **Bill Type**: Describes the type of bill such as Budget, Regular, Estimated, Combined, etc.

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2. **Payments**: We offer many convenient ways to pay.
   a. **Credit/Debit Cards**: You can pay three ways using your credit/debit card and there is no additional charge!
      1. Recurring Credit/Debit Card (RCC): Your energy bill is automatically applied to your credit or debit card on the due date of your electric bill. Visit www.cceci.com to register for recurring.
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   e. **At Our Office**: Where we will personally wait on you Monday-Friday 7:00 a.m.-4:00 p.m.
   f. **24 Hour Drop Box**: Located outside the front of our building at 475 N. Main, Breese IL.

3. **Budget Billing**: Your bill is levelized by averaging your previous usage.

4. **Online**: Register your account on our website, and we will email you each month when your bill is available to be viewed online. You can also pay online and view your historical billing information.

BEFORE YOU DIG, CALL J.U.L.I.E. BY DIALING 811 AT LEAST 2 BUSINESS DAYS BEFORE THE START OF YOUR PROJECT/WORK.

Be sure to visit our website for valuable and up-to-date information www.cceci.com
**Account Number**: 46032603  
**Net Amount Due**: 1,189.24  
**Due Date**: 07/25/2019  
**Amount After Due date**: 1,189.24

### KWH USAGE HISTORY

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>553</td>
<td>360</td>
</tr>
</tbody>
</table>

### Monthly Usage

<table>
<thead>
<tr>
<th>Month</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun</td>
<td>17000</td>
<td>16600</td>
</tr>
<tr>
<td>Jul</td>
<td>16800</td>
<td>16800</td>
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<tr>
<td>Aug</td>
<td>17000</td>
<td>17000</td>
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<tr>
<td>Sep</td>
<td>15200</td>
<td>15200</td>
</tr>
<tr>
<td>Oct</td>
<td>15000</td>
<td>15000</td>
</tr>
<tr>
<td>Nov</td>
<td>16800</td>
<td>16800</td>
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<tr>
<td>Dec</td>
<td>16600</td>
<td>16600</td>
</tr>
<tr>
<td>Jan</td>
<td>15000</td>
<td>15000</td>
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<tr>
<td>Feb</td>
<td>10800</td>
<td>10800</td>
</tr>
<tr>
<td>Mar</td>
<td>9800</td>
<td>11000</td>
</tr>
<tr>
<td>Apr</td>
<td>10800</td>
<td>13400</td>
</tr>
<tr>
<td>May</td>
<td>14700</td>
<td>16000</td>
</tr>
</tbody>
</table>

#### Account Information

**Account Number**: 46032603  
**Net Amount Due**: 1,189.24  
**Due Date**: 07/25/2019  
**Amount After Due date**: 1,189.24  
**Disconnect Date if not paid before**: 08/10/2019

#### Service Address

**Address**: 9732 SHATTUC RD  
**City**: CENTRALIA  
**State**: IL  
**Zip**: 62801-7800

#### Current Bill Information

<table>
<thead>
<tr>
<th>Rate Schedule / Bill Type</th>
<th>Service From</th>
<th>To</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>03M / REGULAR</td>
<td>06/01/2019</td>
<td>07/01/2019</td>
<td>30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>System Delivery Charge</th>
<th>Rate</th>
<th>03M</th>
<th>133.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Supplier Energy Charge</td>
<td>10,800 kWh @ 0.03630</td>
<td>392.04</td>
<td></td>
</tr>
<tr>
<td>Capacity Energy Charge</td>
<td>10,800 kWh @ 0.05830</td>
<td>629.64</td>
<td></td>
</tr>
<tr>
<td>IL State Utility Tax</td>
<td>34.56</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Included in this bill is **$185.44** of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

#### Payment Information

- **Billing Date**: 07/08/2019  
- **Amount Due**: 1,189.24  
- **Due Date**: 07/25/2019  
- **Late Charge**: 0.00  
- **Pay This Amount After Due Date**: 1,189.24  
- **Disconnect Date**: 08/10/2019

It's easy to pay your bill through our website 24 hours a day, 7 days a week. Visit www.cceci.com and click on "Pay Now" to pay with debit/credit card or checking information.

Retain this copy for your records.

Please detach and return bottom portion with payment.

---

**KASKASKIA JR COLLEGE**  
**ATTN**: BUSINESS OFFICE  
**27210 COLLEGE RD**  
**CENTRALIA IL** 62801-7800

---

**Account Number**: 46032603  
**Total Amount Due**: 1,189.24  
**Pay this amount after 07/25/2019**: 1,189.24  
**Amount Paid**: 1,189.24  
**Disconnect Date if not paid before**: 08/10/2019

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**CLINTON COUNTY ELECTRIC COOPERATIVE, INC**  
**PO BOX 40**  
**BREESE, IL 62230-0040**  
150450046032603000118924000118924070820193
* WHAT TO DO IF YOUR POWER GOES OUT *

When your power is interrupted, first check your fuses or circuit breakers, then check to see if your neighbors have power. If you believe the problem is on Clinton County Electric lines, report the outage by calling 1-800-526-7282.

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7. **Kilowatt-Hour (kWh)**: Standard measurement for electricity. For example, one kWh is equivalent to a 100 watt light bulb being used for 10 hours.

8. **Meter Reading**: Used to determine quantity of kWh’s used for billing.

9. **Rate Schedule**: Identifies the billing value that applies to the metered service.

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KASKASKIA JR COLLEGE
ATTN: BUSINESS OFFICE
27210 COLLEGE RD
CENTRALIA IL 62801-7800

Account Number: 46032603
Net Amount Due: 1,541.32
Due Date: 08/25/2019
Amount After Due Date: 1,541.32

KWH USAGE HISTORY

<table>
<thead>
<tr>
<th>Current Month's Average KWH</th>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>652</td>
<td>465</td>
<td></td>
</tr>
</tbody>
</table>

Current Month's Average Cost Per Day

- Last Year: $62.97
- This Year: $49.72

Monthly Usage

<table>
<thead>
<tr>
<th>Month</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>10800</td>
<td>11000</td>
</tr>
<tr>
<td>Aug</td>
<td>13400</td>
<td>14400</td>
</tr>
<tr>
<td>Sep</td>
<td>15200</td>
<td>15000</td>
</tr>
<tr>
<td>Oct</td>
<td>16600</td>
<td>16800</td>
</tr>
<tr>
<td>Nov</td>
<td>17800</td>
<td>18800</td>
</tr>
<tr>
<td>Dec</td>
<td>19200</td>
<td>20200</td>
</tr>
</tbody>
</table>

Account No. Service Address
46032603 9732 SHATTUC RD

Meter | Prev Read | Prev Read | Mul | kWh Used | Rate Schedule / Bill Type | Service From | To | Days |
149710364 | 573 | 501 | 200 | 14,400 | 03M / REGULAR | 07/01/2019 | 08/01/2019 | 31 |

Activity Since Last Bill
- Previous Balance: 1,189.24
- Payments: 1,189.24 CR
- Adjustments: 0.00
- Balance Forward: 0.00

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Billing Date: 08/08/2019
Amount Due: 1,541.32
Due Date: 08/25/2019
Late Charge: 0.00
Pay This Amount After Due Date: 1,541.32
Disconnect Date: 09/10/2019

Included in this bill is $242.78 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

Please detach and return bottom portion with payment.

KASKASKIA JR COLLEGE
ATTN: BUSINESS OFFICE
27210 COLLEGE RD
CENTRALIA IL 62801-7800

Account Number: 46032603
Total Amount Due: 1,541.32
Pay this amount after 08/25/2019: 1,541.32
Amount Paid: 
Disconnect Date if not paid before: 09/10/2019

Retain this copy for your records.
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www.cceci.com
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<table>
<thead>
<tr>
<th>Current Month's Average KWH Per Day</th>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>671</td>
<td>510</td>
</tr>
</tbody>
</table>

### Current Month's Average Cost Per Day

<table>
<thead>
<tr>
<th></th>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$65.21</td>
<td>$54.14</td>
</tr>
</tbody>
</table>

### Monthly Usage

<table>
<thead>
<tr>
<th>Month</th>
<th>kWH Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>980</td>
</tr>
<tr>
<td>Feb</td>
<td>1100</td>
</tr>
<tr>
<td>Mar</td>
<td>1080</td>
</tr>
<tr>
<td>Apr</td>
<td>1340</td>
</tr>
<tr>
<td>May</td>
<td>1440</td>
</tr>
<tr>
<td>Jun</td>
<td>1520</td>
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<tr>
<td>Jul</td>
<td>1500</td>
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<tr>
<td>Aug</td>
<td>1580</td>
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<td>Sep</td>
<td>1680</td>
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<tr>
<td>Oct</td>
<td>1600</td>
</tr>
<tr>
<td>Nov</td>
<td>1780</td>
</tr>
<tr>
<td>Dec</td>
<td>2020</td>
</tr>
</tbody>
</table>

### Account Number: 46032603

### Service Address

9732 SHATTUC RD

### Rate Schedule / Bill Type

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Bill Type</th>
<th>Service From</th>
<th>To</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>03M</td>
<td>REGULAR</td>
<td>08/01/2019</td>
<td>09/01/2019</td>
<td>31</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>$Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Delivery Charge</td>
</tr>
<tr>
<td>Power Supplier Energy Charge</td>
</tr>
<tr>
<td>Capacity Energy Charge</td>
</tr>
<tr>
<td>IL State Utility Tax</td>
</tr>
</tbody>
</table>

### Included in this bill is $265.28 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

### Billing Date

09/09/2019

### Amount Due

1,678.24

### Due Date

09/25/2019

### Late Charge

0.00

### Pay This Amount After Due Date

1,678.24

### Disconnect Date

10/10/2019

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Net Amount Due: 1,658.68
Due Date: 10/25/2019
Amount After Due Date: 1,658.68

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<tbody>
<tr>
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<td>520</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Month</th>
<th>Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sep</td>
<td>1504</td>
</tr>
<tr>
<td>Oct</td>
<td>1504</td>
</tr>
<tr>
<td>Nov</td>
<td>1504</td>
</tr>
<tr>
<td>Dec</td>
<td>1504</td>
</tr>
<tr>
<td>Jan</td>
<td>1504</td>
</tr>
<tr>
<td>Feb</td>
<td>1504</td>
</tr>
<tr>
<td>Mar</td>
<td>1504</td>
</tr>
<tr>
<td>Apr</td>
<td>1504</td>
</tr>
<tr>
<td>May</td>
<td>1504</td>
</tr>
<tr>
<td>Jun</td>
<td>1504</td>
</tr>
<tr>
<td>Jul</td>
<td>1504</td>
</tr>
<tr>
<td>Aug</td>
<td>1504</td>
</tr>
</tbody>
</table>

Account Number: 46032603
Net Amount Due: 1,658.68
Due Date: 10/25/2019
Amount After Due Date: 1,658.68

### Activity Since Last Bill

<table>
<thead>
<tr>
<th>Description</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>1,678.24</td>
</tr>
<tr>
<td>Payments</td>
<td>1,678.24</td>
</tr>
<tr>
<td>Adjustments</td>
<td>0.00</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>0.00</td>
</tr>
</tbody>
</table>

It's easy to pay your bill through our website 24 hours a day, 7 days a week. Visit www.cceci.com and click on "Pay Now" to pay with debit/credit card or checking information.

Billing Date: 10/07/2019
Amount Due: 1,658.68
Due Date: 10/25/2019
Late Charge: 0.00
Pay This Amount After Due Date: 1,658.68
Disconnect Date: 11/10/2019

**Included in this bill is $264.42 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.**

Retain this copy for your records.

KASKASKIA JR COLLEGE
ATTN: BUSINESS OFFICE
27210 COLLEGE RD
CENTRALIA IL 62801-7800

Account Number: 46032603
Total Amount Due: 1,658.68
Pay this amount after 10/25/2019: 1,658.68
Amount Paid: 1,658.68
Disconnect Date if not paid before: 11/10/2019

Phone: (618) 526-7282 or (800) 526-7282
Office Hours: 7:00 am to 4:00 pm Monday - Friday

Clinton County Electric Cooperative, Inc.
475 North Main St. PO Box 40
Breetse, IL 62230-0040

A Touchstone Energy® Cooperative
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### KWH USAGE HISTORY

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>516</td>
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</tr>
</tbody>
</table>

#### Monthly Usage

<table>
<thead>
<tr>
<th>Month</th>
<th>Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>9800</td>
</tr>
<tr>
<td>Nov</td>
<td>11000</td>
</tr>
<tr>
<td>Dec</td>
<td>10800</td>
</tr>
<tr>
<td>Jan</td>
<td>12400</td>
</tr>
<tr>
<td>Feb</td>
<td>13400</td>
</tr>
<tr>
<td>Mar</td>
<td>14400</td>
</tr>
<tr>
<td>Apr</td>
<td>15200</td>
</tr>
<tr>
<td>May</td>
<td>15000</td>
</tr>
<tr>
<td>Jun</td>
<td>15600</td>
</tr>
<tr>
<td>Jul</td>
<td>17000</td>
</tr>
<tr>
<td>Aug</td>
<td>15800</td>
</tr>
<tr>
<td>Sep</td>
<td>17800</td>
</tr>
</tbody>
</table>

### Account Number Information

- **Account Number**: 46032603
- **Net Amount Due**: $1,345.72
- **Due Date**: 11/25/2019
- **Amount After Due Date**: $1,345.72

### Activity Since Last Bill

<table>
<thead>
<tr>
<th>Activity Since Last Bill</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>1,658.68</td>
</tr>
<tr>
<td>Payments</td>
<td>1,658.68</td>
</tr>
<tr>
<td>Adjustments</td>
<td>0.00</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Current Bill Information

- **System Delivery Charge Rate**: 0.33
- **Power Supplier Energy Charge**: 12,400 kWh @ 0.03630 = 450.12
- **Capacity Energy Charge**: 12,400 kWh @ 0.05830 = 722.92
- **IL State Utility Tax**: 39.68

### Billing Details

- **Billing Date**: 11/07/2019
- **Amount Due**: $1,345.72
- **Due Date**: 11/25/2019
- **Late Charge**: 0.00
- **Pay This Amount After Due Date**: $1,345.72
- **Disconnect Date**: 12/10/2019

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Included in this bill is $209.68 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

Retain this copy for your records.

Please detach and return bottom portion with payment.

---

**KASKASKIA JR COLLEGE**
**ATTN: BUSINESS OFFICE**
**27210 COLLEGE RD**
**CENTRALIA IL 62801-7800**

---

**PLEASE INDICATE MAILING CHANGES OR PHONE UPDATES**

---

**CLINTON COUNTY ELECTRIC COOPERATIVE, INC**
**PO BOX 40**
**BREESE, IL 62230-0040**

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150450046032603000134572000134572110720197
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www.cceci.com
Account Number: 46032603
Net Amount Due: 1,384.84
Due Date: 12/25/2019
Amount After Due Date: 1,384.84

KWH USAGE HISTORY

<table>
<thead>
<tr>
<th>Current Month's Average KWH Per Day</th>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>490</td>
<td>427</td>
</tr>
</tbody>
</table>

Current Month's Average Cost Per Day

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>$48.42</td>
<td>$46.16</td>
</tr>
</tbody>
</table>

Monthly Usage

- Nov 16000
- Dec 15800
- Jan 16800
- Feb 15045
- Mar 15600
- Apr 16000
- May 16264
- Jun 13400
- Jul 15000
- Aug 14400
- Sep 12400
- Oct 11000
- Nov 10800
- Dec 10700
- Jan 12400
- Feb 14400
- Mar 13400
- Apr 15000
- May 15000
- Jun 15200
- Jul 15600
- Aug 15200
- Sep 14800
- Oct 14400
- Nov 14000
- Dec 13600
- Jan 13200
- Feb 12800
- Mar 12400
- Apr 12000
- May 11600
- Jun 11200
- Jul 10800
- Aug 10400
- Sep 10000
- Oct 9600
- Nov 9200
- Dec 8800

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KASKASKIA JR COLLEGE
ATTN: BUSINESS OFFICE
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CENTRALIA IL 62801-7800

The CCECI Board of Trustees has approved a refund to current members based on energy used during the past year. See line entitled "Reduction of 2019 Margins" for your share.

Included in this bill is $232.83 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

Billing Date 01/07/2020
Due Date 01/25/2020
Amount Due 706.25
Late Charge 0.00
Pay This Amount After Due Date 706.25
Disconnect Date 02/10/2020

Retain this copy for your records.

Please detach and return bottom portion with payment.

618-526-7282 OR 1-800-526-7282
Office Hours 7:00 A.M. - 4:00 P.M. Monday - Friday

Account Number: 46032603

Total Amount Due 706.25
Pay this amount after 01/25/2020 706.25
Amount Paid
Disconnect Date if not paid before 02/10/2020
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<th></th>
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<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Month’s Average KWH Per Day</td>
<td>479</td>
<td>471</td>
</tr>
<tr>
<td>Current Month’s Average Cost Per Day</td>
<td>$47.81</td>
<td>$49.52</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Usage</th>
</tr>
</thead>
</table>

## Account Information

<table>
<thead>
<tr>
<th>Account Number</th>
<th>46032603</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Amount Due</td>
<td>1,535.04</td>
</tr>
<tr>
<td>Due Date</td>
<td>02/25/2020</td>
</tr>
<tr>
<td>Amount After Due Date</td>
<td>1,535.04</td>
</tr>
</tbody>
</table>

## KWH Usage Details

<table>
<thead>
<tr>
<th>Activity Since Last Bill</th>
<th>$ Amount</th>
<th>Current Bill Information</th>
<th>$Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>706.25</td>
<td>System Delivery Charge</td>
<td>Rate 03M 133.00</td>
</tr>
<tr>
<td>Payments</td>
<td>706.25 CR</td>
<td>Power Supplier Energy Charge</td>
<td>14,600 kWh@ 0.03630 529.98</td>
</tr>
<tr>
<td>Adjustments</td>
<td>0.00</td>
<td>Capacity Energy Charge</td>
<td>14,600 kWh@ 0.05830 851.18</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>0.00</td>
<td>Power Cost Adjustment</td>
<td>14,600 kWh@ -0.00177 25.84 CR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>IL State Utility Tax</td>
<td>46.72</td>
</tr>
</tbody>
</table>

Included in this bill is $251.70 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

## Payment Details

<table>
<thead>
<tr>
<th>Billing Date</th>
<th>02/06/2020</th>
<th>Amount Due</th>
<th>1,535.04</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Date</td>
<td>02/25/2020</td>
<td>Late Charge</td>
<td>0.00</td>
</tr>
<tr>
<td>Pay This Amount After Due Date</td>
<td>1,535.04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disconnect Date</td>
<td>03/10/2020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Retain this copy for your records.

Please detach and return bottom portion with payment.
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<table>
<thead>
<tr>
<th>KWH USAGE HISTORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Month©s</td>
</tr>
<tr>
<td>Average KWH</td>
</tr>
<tr>
<td>Per Day</td>
</tr>
<tr>
<td>Last Year</td>
</tr>
<tr>
<td>This Year</td>
</tr>
<tr>
<td>479</td>
</tr>
<tr>
<td>497</td>
</tr>
</tbody>
</table>

| Current Month©s  |
| Average Cost     |
| Per Day          |
| Last Year        |
| This Year        |
| $47.81           |
| $52.27           |

**Account Number:** 46032603  
**Net Amount Due:** 1,515.83  
**Due Date:** 03/25/2020  
**Amount After Due date:** 1,515.83

<table>
<thead>
<tr>
<th>KWH USAGE HISTORY</th>
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<tbody>
<tr>
<td>Monthly Usage</td>
</tr>
<tr>
<td>Last Year</td>
</tr>
<tr>
<td>This Year</td>
</tr>
<tr>
<td>479</td>
</tr>
<tr>
<td>497</td>
</tr>
</tbody>
</table>

| Current Month©s  |
| Average Cost     |
| Per Day          |
| Last Year        |
| This Year        |
| $47.81           |
| $52.27           |

**Account Number:** 46032603  
**Net Amount Due:** 1,515.83  
**Due Date:** 03/25/2020  
**Amount After Due date:** 1,515.83

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Service Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>46032603</td>
<td>9732 SHATTUC RD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meter</th>
<th>Pres Read</th>
<th>Prev Read</th>
<th>Multi</th>
<th>kWh Used</th>
<th>Rate Schedule / Bill Type</th>
<th>Service From</th>
<th>To</th>
<th>Days</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>1069</td>
<td>997</td>
<td>200</td>
<td>14,400</td>
<td>03M / REGULAR</td>
<td>02/01/2020</td>
<td>03/01/2020</td>
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</table>

<table>
<thead>
<tr>
<th>Activity Since Last Bill</th>
<th>Amount</th>
<th>Current Bill Information</th>
<th>$Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>1,535.04 CR</td>
<td>System Delivery Charge</td>
<td>133.00</td>
</tr>
<tr>
<td>Payments</td>
<td>1,535.04 CR</td>
<td>Power Supplier Energy Charge</td>
<td>522.72</td>
</tr>
<tr>
<td>Adjustments</td>
<td>0.00</td>
<td>Capacity Energy Charge</td>
<td>839.52</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>0.00</td>
<td>Power Cost Adjustment</td>
<td>25.49 CR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>IL State Utility Tax</td>
<td>46.08</td>
</tr>
</tbody>
</table>

Included in this bill is $248.54 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

<table>
<thead>
<tr>
<th>Billing Date</th>
<th>Amount Due</th>
<th>Due Date</th>
<th>Late Charge</th>
<th>Pay This Amount After Due Date</th>
<th>Disconnect Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/05/2020</td>
<td>1,515.83</td>
<td>03/25/2020</td>
<td>0.00</td>
<td>1,515.83</td>
<td>04/10/2020</td>
</tr>
</tbody>
</table>

Please detach and return bottom portion with payment.

618-526-7282 OR 1-800-526-7282  
Office Hours 7:00 A.M. - 4:00 P.M. Monday - Friday

**Account Number:** 46032603

**Total Amount Due:** 1,515.83  
**Pay this amount after 03/25/2020**  
**1,515.83**  
**Amount Paid**  
**Disconnect Date if not paid before 04/10/2020**  
**04/10/2020**

Please indicate mailing changes or phone updates.

New Mailing Address/Box Number

City State Zip

Home Phone Number/Alternate Phone

150450046032603000151583000151583030520209
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## KWH USAGE HISTORY

<table>
<thead>
<tr>
<th>Current Month's Average KWH Per Day</th>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>484</td>
<td>426</td>
</tr>
</tbody>
</table>

## Current Month's Average Cost Per Day

<table>
<thead>
<tr>
<th>Current Month's Average Cost Per Day</th>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$51.61</td>
<td>$45.18</td>
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</tbody>
</table>

## Monthly Usage

<table>
<thead>
<tr>
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<th>kWh</th>
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</thead>
<tbody>
<tr>
<td>Mar</td>
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</tr>
<tr>
<td>Apr</td>
<td>11000</td>
</tr>
<tr>
<td>May</td>
<td>10800</td>
</tr>
<tr>
<td>Jun</td>
<td>12400</td>
</tr>
<tr>
<td>Jul</td>
<td>13200</td>
</tr>
<tr>
<td>Aug</td>
<td>12800</td>
</tr>
<tr>
<td>Sep</td>
<td>14400</td>
</tr>
<tr>
<td>Oct</td>
<td>15600</td>
</tr>
<tr>
<td>Nov</td>
<td>13600</td>
</tr>
<tr>
<td>Dec</td>
<td>15800</td>
</tr>
</tbody>
</table>

### Account Details

- **Account Number**: 46032603
- **Net Amount Due**: $1,400.60
- **Due Date**: 04/25/2020
- **Amount Due After Due Date**: $1,400.60

### KWH Usage History

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Service Address</th>
<th>Rate Schedule / Bill Type</th>
<th>Service From</th>
<th>To</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>46032603</td>
<td>9732 SHATTUC RD</td>
<td>03M / REGULAR</td>
<td>03/01/2020</td>
<td>04/01/2020</td>
<td>31</td>
</tr>
</tbody>
</table>

### Activity Since Last Bill

<table>
<thead>
<tr>
<th>Activity Since Last Bill</th>
<th>$ Amount</th>
<th>Current Bill Information</th>
<th>$Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>1,515.83</td>
<td>System Delivery Charge</td>
<td>133.00</td>
</tr>
<tr>
<td>Payments</td>
<td>1,515.83</td>
<td>Power Supplier Energy Charge</td>
<td>479.16</td>
</tr>
<tr>
<td>Adjustments</td>
<td>0.00</td>
<td>Capacity Energy Charge</td>
<td>769.56</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>0.00</td>
<td>Power Cost Adjustment</td>
<td>23.36 CR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>IL State Utility Tax</td>
<td>42.24</td>
</tr>
</tbody>
</table>

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- **Billing Date**: 04/06/2020
- **Amount Due**: $1,400.60
- **Due Date**: 04/25/2020
- **Late Charge**: $0.00
- **Pay This Amount After Due Date**: $1,400.60
- **Disconnect Date**: 05/10/2020

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<thead>
<tr>
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<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>367</td>
<td>400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Month's Average Cost Per Day</th>
<th>Last Year</th>
<th>This Year</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$40.29</td>
<td>$42.85</td>
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</tbody>
</table>

## GROUP 7772

### Account Number: 46032603

#### Service Address

9732 Shattuc Rd

#### Meter Data

<table>
<thead>
<tr>
<th>Meter</th>
<th>Pres Read</th>
<th>Prev Read</th>
<th>Multi</th>
<th>kWh Used</th>
<th>Rate Schedule / Bill Type</th>
<th>Service From</th>
<th>To</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>14970364</td>
<td>1195</td>
<td>1135</td>
<td>200</td>
<td>12,000</td>
<td>03M / REGULAR</td>
<td>04/01/2020</td>
<td>05/01/2020</td>
<td>30</td>
</tr>
</tbody>
</table>

#### Activity Since Last Bill

<table>
<thead>
<tr>
<th>Activity</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>1,400.60</td>
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<tr>
<td>Payments</td>
<td>1,400.60 CR</td>
</tr>
<tr>
<td>Adjustments</td>
<td>0.00</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>0.00</td>
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</table>

#### Current Bill Information

<table>
<thead>
<tr>
<th>Current Bill Information</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Delivery Charge</td>
<td>Rate 03M</td>
</tr>
<tr>
<td>Power Supplier Energy Charge</td>
<td>12,000 kWh @ 0.03630</td>
</tr>
<tr>
<td>Capacity Energy Charge</td>
<td>12,000 kWh @ 0.05830</td>
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<tr>
<td>Power Cost Adjustment</td>
<td>12,000 kWh @ -0.00177</td>
</tr>
<tr>
<td>IL State Utility Tax</td>
<td>38.40</td>
</tr>
</tbody>
</table>

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Included in this bill is $209.16 of federal and state mandated environmental compliance costs imposed on our wholesale power provider Southern Illinois Power Cooperative. This amount is for informational purposes and is included in your current monthly amount due.

#### Billing Details

- **Billing Date:** 05/06/2020
- **Amount Due:** 1,285.36
- **Due Date:** 05/25/2020
- **Late Charge:** 0.00
- **Pay This Amount After Due Date:** 1,285.36
- **Disconnect Date:** 06/10/2020

### Account Information

- **Account Number:** 46032603
- **Net Amount Due:** 1,285.36
- **Due Date:** 05/25/2020
- **Amount After Due date:** 1,285.36

**Retain this copy for your records.**

Please detach and return bottom portion with payment.

618-526-7282 OR 1-800-526-7282

Office Hours 7:00 A.M. - 4:00 P.M. Monday - Friday

---

### PLEASE INDICATE MAILING CHANGES OR PHONE UPDATES

<table>
<thead>
<tr>
<th>New Mailing Address</th>
<th>Box Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City State Zip</th>
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</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Alternate Phone</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CLINTON COUNTY ELECTRIC COOPERATIVE, INC.**

PO BOX 40

BRESEE, IL 62230-0040

150450046032603000128536000128536050620205
* WHAT TO DO IF YOUR POWER GOES OUT *

When your power is interrupted, first check your fuses or circuit breakers, then check to see if your neighbors have power. If you believe the problem is on Clinton County Electric lines, report the outage by calling 1-800-526-7282.

Understanding Your Clinton County Electric Bill

Definition of Terms

1. **System Delivery Charge**: A fixed monthly charge that reflects costs to have facilities in place and available for use. This monthly charge remains the same, regardless if electricity is used. The system delivery charge should cover the fixed costs of providing power to your home and/or business.

2. **Billing Date**: Date the bill is prepared and mailed.

3. **Due Date**: Last day the bill can be paid before a late payment charge is assessed.

4. **Late Charge**: Assessed on total current bill at the rate of 5% if not paid by due date.

5. **Estimated Bill**: If an actual reading is not obtained, then an estimated reading is necessary to process billing.

6. **Service Address**: The address where the meter is located. The mailing address is where the bill is sent.

7. **Kilowatt-Hour (kWh)**: Standard measurement for electricity. For example, one kWh is equivalent to a 100 watt light bulb being used for 10 hours.

8. **Meter Reading**: Used to determine quantity of kWh’s used for billing.

9. **Rate Schedule**: Identifies the billing value that applies to the metered service.

10. **Multiplier**: Used in certain metering applications to multiply the kWh reading for actual usage.

11. **kWh Used**: Amount of Kilowatt hours used during the billing period.

12. **POWER COST ADJUSTMENT (PCA)**: Energy charge may be increased or decreased as necessary to maintain financial integrity, meet mortgage obligations and maximize loan discounts.

13. **Town Tax**: Some cities and towns levy a municipal tax. If your bill shows this tax, the money goes to your community.

14. **IL State Utility Tax**: In accordance with Illinois Law, this tax is based on the number of kWh’s you used.

15. **Bill Type**: Describes the type of bill such as Budget, Regular, Estimated, Combined, etc.

Billing Services Offered By
Clinton County Electric Cooperative

1. **EFT**: Electronic Funds Transfer. Pay your bill the effortless way with EFT. On the DUE DATE each month your bank transfers the amount of your bill directly to our bank account. Never write another check to CCECI! This service is free and easy to use. Give us a call, and we will be happy to give further details.

2. **Payments**: We offer many convenient ways to pay.
   a. **Credit/Debit Cards**: You can pay three ways using your credit/debit card and there is no additional charge!
      1. Recurring Credit/Debit Card (RCC): Your energy bill is automatically applied to your credit or debit card on the due date of your electric bill. Visit www.cceci.com to register for recurring.
      2. Phone: Just call us to use our secure pay system using your credit/debit card.
      3. Website: Pay from the comfort of your home via the Internet by visiting www.cceci.com.
   b. **Check by Phone**: Just give us a call 24 hours a day, 7 days a week to use our secure pay system.
   c. **Online**: Allows you to pay by credit/debit card or check via the Internet.
   d. **By Mail**: Don’t forget the stamp.
   e. **At Our Office**: Where we will personally wait on you Monday-Friday 7:00 a.m.-4:00 p.m.
   f. **24 Hour Drop Box**: Located outside the front of our building at 475 N. Main, Breese IL.

3. **Budget Billing**: Your bill is levelized by averaging your previous usage.

4. **Online**: Register your account on our website, and we will email you each month when your bill is available to be viewed online. You can also pay online and view your historical billing information.

BEFORE YOU DIG, CALL J.U.L.I.E. BY DIALING 811 AT LEAST 2 BUSINESS DAYS BEFORE THE START OF YOUR PROJECT/WORK.

Be sure to visit our website for valuable and up-to-date information

www.cceci.com
ATTACHMENT C

Kaskaskia College

Request for Proposals

Agriculture Education Center Solar PV System
**PREVAILING WAGES**

Pursuant to the Prevailing Wage Act, 820 ILCS 130, the Prevailing Wage Rate for Clinton County shall apply to this contract for each craft or type of work performed if applicable to this quote and all provisions of such statute shall be followed. Prevailing Wage Rates for counties in Illinois can be found on the Illinois Department of Labor’s web site:

[www.state.il.us/agency/idol/rates/ODDMO/COUNTY.HTM](http://www.state.il.us/agency/idol/rates/ODDMO/COUNTY.HTM)

The selected Contractor must pay not less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed and the craft or type of worker needed to execute the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

In compliance with the Office of the Attorney General the following is also required of all Contractors:

**Payment of Prevailing Wage:**

1. The Act requires that all laborers, workers and mechanics employed by or on behalf of a public body in the construction of public works be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits for work of a similar character in the locality in which the work is performed. See 820 ILCS 103/3. The Act contains all relevant definitions, including those for the terms “public body”, “public works” and “general prevailing rate of hourly wages”, which will assist you in the understanding of its requirements and your responsibilities. See 820 ILCS 130/2.
2. The Illinois Department of Labor publishes the current prevailing wage rate. See [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm) The rate is revised regularly and such revision takes effect immediately.

**Specifications and Contractual Language:**

1. Public bodies must insert a provision or stipulation requiring the payment of the prevailing wage rate into every public works resolution or ordinance, call for quotations, project specification and contract. See 820 ILCS 130/4(a).
2. Contractors and subcontractors must insert a provision or stipulation regarding the payment of the prevailing wage rate into every public works project and quotation specification, subcontract, and Contractor’s bond. See 820 ILCS 130/4(b), (c).
3. Contractors or construction managers who have been awarded public works contracts must post the relevant prevailing wage rate(s) at a location on the project site that is easily accessible by workers. See 820 ILCS 130/4(f).

**Record-Keeping Responsibilities:**

1. All Contractors and subcontractors must create and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS 130/5(a) (1).
2. These records must include each worker’s name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each Contractor and subcontractor is required to make these records available for inspection by the public body’s agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days’ notice. See 820 ILCS 130/5(a) (1) (b).

Certified Payroll Records:
1. A Contractor or subcontractor participating in a public works project must also submit a Certified Payroll to the public body every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS 130/5(a)(2).

2. The monthly Certified Payroll shall also include a statement signed by the Contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the Contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS 130/5(a) (2).

3. The Act requires that a public body shall keep all Certified Payrolls submitted pursuant to the Act for at least three years. See 820 ILCS 130/5(a) (2). The retention of these monthly Certified Payroll submissions for three years by public bodies is crucial to the State of Illinois’ efforts to enforce the Act and will be of particular interest to the Attorney General’s office in the coming months.

Failure to comply with the Act’s Requirements:

No public works project may be instituted unless the provisions of the Act have been met. The Illinois Department of Labor is empowered to sue for injunctive relief against the awarding of any public works contract, or continuation of work under any such contract, if it is not in compliance with the Act’s prerequisites. Contracts that are not in compliance with the Act’s prerequisites are void as against public policy. See 820 ILCS 130/11.

Please note that this is not a complete list of all relevant requirements and prerequisites under the Act. All Contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. For a full understanding of all of the Act’s requirements and prerequisites, as well as the text of the Act and all related regulations, please see the Illinois Department of Labor’s website at:

www.state.il.us/agency/idol/laws/Law130.htm.
This Agreement is entered into this ________ day of _______________, 2020, by and between __________________________and the Egyptian Building and Construction 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 ___________________________________ hereinafter referred to as the Project.

ARTICLE 1 - INTENT AND PURPOSES

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon __________________________ and all its sub-contractors (herein jointly referred to as Contractor), who shall be required to sign the Participation Agreement, attached hereto as Schedule A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent in writing by the parties signatory hereto.

1.2 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Egyptian Building and Construction Trades Council and the applicable employers association, if any. 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.

1.3 It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Agreement, which shall apply to such work.

1.4 The Contractor and the Union agree that should the Collective Bargaining
Agreement (CBA) of any Egyptian Building and Construction Trades Council (E.B.C.T.C.) 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 retroactive to the termination date of the expired CBA.

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the E.B.C.T.C. and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. E.B.C.T.C. 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, E.B.C.T.C. Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the E.B.C.T.C. 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 E.B.C.T.C. 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 E.B.C.T.C. 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 the time on Saturday shall be paid for at the rate of time and one-half. 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 Shifts may be established when considered necessary by the Contractor.

(a) Shift hours and rates for a two(2) shift operation shall be as follows:

(1) First Shift - Employees shall be required to work eight (8) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

(2) Second Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work eight (8) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

(b) Shift hours and rates for a three(3) shift operation shall be as follows:

(1) First Shift - Employees shall be required to work eight (8) hours for eight hours pay plus one-half (1/2) hour unpaid lunch period.

(2) Second Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work seven and one-half (7 1/2) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

(3) Third Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work seven (7) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

(c) Shifts shall be established and continue for a minimum of five (5) consecutive days.

(d) If only two shifts are to be worked, the Contractor may regulate starting times of the two shift operation to maximize utilization of daylight hours.

(e) Any shift which continues indefinitely shall be
considered overtime as long as it continues, excluding the first (8) hours, should they be regular hours as described above.

4.4 Recognized Holidays shall be as follows: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11th), Thanksgiving and the day after, and Christmas Day. Holidays which fall on Sunday shall be observed on the following Monday, Saturday holidays shall be observed on the prior Friday.

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.

ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site.

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 days work for a fair days pay.

7.3 The Contractor may utilize brassing, time clocks 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 the trades 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 Forman 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. These personnel may make 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 E.B.C.T.C. prior to any involvement on the project by these personnel. The Contractor will inform the E.B.C.T.C. 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.

7.11 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply E.B.C.T.C. with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.

**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 E.B.C.T.C. or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.
ARTICLE IX - SUBCONTRACTING

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. The furnishing of materials, supplies or equipment and the delivery thereof shall be in no case be considered subcontracting.

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the E.B.C.T.C. 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 E.B.C.T.C. 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

Section 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 interruption, delays, or work stoppages.

Section 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.

Section 3: Any questions 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 I. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

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

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

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

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and
shall, upon their request, be permitted to participate in all proceedings at these steps.

**ARTICLE XII -- JURISDICTIONAL DISPUTES**

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of jurisdictional Disputes in the Construction Industry (the ‘Plan’) or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, 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 Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Egyptian 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 E.B.C.T.C., 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 E.B.C.T.C and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, 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 E.B.C.T.C. or its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the E.B.C.T.C. 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 E.B.C.T.C. 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 breech of this Article is alleged, after all involved parties have been notified of the fact.

(a) The party invoking this procedure shall notify an individual to be mutually agreed upon, 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 - DRUG ABUSE PREVENTION, DETECTION & AWARENESS PROGRAM**

14.1 Believing that a drug free work place is consistent with a safe work environment, the Union agrees to adhere to a Drug Abuse Prevention, Detection & Awareness Program, should the Contractor and/or owner require all employees to be drug tested.

**ARTICLE XV - GENERAL SAVINGS CLAUSE**

15.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Employer and the Union shall suspend the operation of such Article or provisions during the period of its invalidity and shall
substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

15.2 If any Article or provision of this Agreement shall be held 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 XVI: HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs of hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVII – TERMS OF AGREEMENT

16.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.
EGYPTIAN BUILDING & CONSTRUCTION TRADES COUNCIL

NAME OF PROJECT: __________________________________________________

DATE:_________

THE UNDERSIGNED PARTIES AGREES TO BE BOUND BY THE TERMS OF
THE ATTACHED PROJECT LABOR AGREEMENT:

COMPANY NAME: ________________________________________________

ADDRESS: __________________________________________ ______

________________________________________________

________________________________________________

PHONE NUMBER: ________________________________________________

AUTHORIZED SIGNATURE:   ___________________________________________

DATE:   ___________________________________________ ______

EGYPTIAN BUILDING AND CONSTRUCTION TRADES COUNCIL
106 North Monroe St.
WEST FRANKFORT, IL  62896
(618) 932-2102

AUTHORIZED SIGNATURE:   ___________________________________________

DATE:   ___________________________________________ ______
SCHEDULE A

PARTICIPATION AGREEMENT

PROJECT:

The undersigned, a subcontractor to ______________________ agrees to be bound to the attached Project Agreement negotiated between _________________________ and the Egyptian Building and Construction Trades Council.

__________________________________      ______________________
Subcontractor                              By

__________________________________
Project Name

__________________________________
Date
NON-COLLUSION AFFIDAVIT

STATE OF _________________________

_____________________________ COUNTY

The undersigned bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation, or partnership represented by him/her entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He further states that no person, persons, firms, or corporation has, have or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such sale.

_____________________________________
(Bidder or Agent)

for:

_______________________________________________________
(Firm or Corporation)

Subscribed and sworn to before me this _____ day of __________________, 20____.

My commission expires:

____________________________________________
(Notary Public)

CERTIFICATION

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provisions of Article 33E of the criminal Code of 1961, as amended.

_________________________________                                   ___________________
(Signature)                                                                                   (Date)
KASKASKIA COLLEGE
SMALL PROJECT AGREEMENT

THIS AGREEMENT (Agreement) is made as of MONTH DATE, 2020 by and between Kaskaskia College (Owner) and CONTRACTOR'S NAME AND ADDRESS (Contractor).

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by Owner, the parties agree as follows:

1. Scope of Project. Contractor shall perform work for Owner in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner so Contractor can complete its work in a timely manner; and (ii) of any work requested by Owner that is not included in the scope of work provided in Exhibit 1.

The Contractor shall be solely responsible for means and methods selected in performing the Project. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees. The Owner and Contractor represent that the Contractor is acting as an independent contractor, and not as an agent or employee of Owner.

The Project shall be completed within (20) twenty calendar days from the date of execution of the Agreement. Time is of the essence under this Agreement.

2. Payment to Contractor. Owner shall pay Contractor for Contractor's work properly performed under this Agreement the following Total Contract Sum:

Total Contract Sum: TYPED AMOUNT OF CONTRACT

CONTRACT AMOUNT IN DOLLARS $XXX,XXX

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. Owner shall make payments to Contractor in accordance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505 et seq. Monthly statements shall detail Work Completed During Billing Period, Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by Owner as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

3. Defective Work and Guarantee. All products, supplies, materials and work shall be of high quality and free of defect. Contractor shall promptly correct any defective work. Payment by Owner for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Additionally, Contractor shall warrant and guarantee all work to be free from defect for (1) one year following substantial completion of the work, and upon notice by the Owner shall promptly correct such defects appearing within said (1) one year period. This is in addition to any manufacturers' warranties.
4. **Indemnification and Insurance.** Contractor hereby agrees to indemnify and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorney’s fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker’s or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to Owner, the insurance coverages set forth in Exhibit 2. Contractor shall adhere to all provisions of Exhibit 2. Contractor shall, by endorsement, name Owner as an additional insured on its liability policies, and shall provide copies of said policies and endorsements to Owner prior to commencing work on the Project.

5. **Performance and Payment Bond.** If the Contract Sum exceeds $50,000, Contractor shall procure a performance and payment bond for the full amount of the contract price and in full compliance with the Illinois Public Construction Bond Act, 30 ILCS 550 et seq. Prior to commencement of any work on the Project, Contractor shall provide copies of said Bonds to the Owner. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner’s rights or remedies otherwise available in contract or law, are void.

______ If this provision is checked, the Contractor shall procure a performance and payment bond, as aforesaid, even if the Contract Sum is less than $50,000.

6. **Termination.** Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the Owner for any increase in project cost incurred by the Owner in completing the work, and/or for any additional or other damages Owner suffers. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner. Owner shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

7. **Liens.** Upon Owner’s request, contractor shall submit mechanics lien waivers in form acceptable to Owner with each statement for work rendered or request for payment. In the event any lien claim or similar action by any subcontractor due to Contractor’s fault or events under its control is presented to Owner, Contractor shall indemnify Owner for all costs, expenses, and attorney’s fees incurred in the resolution of such lien.

8. **Materials.** All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer’s recommendations. If requested by Owner or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to Owner for Owner’s review, and in a format acceptable to Owner, all product data and literature. All manufacturer’s warranties shall be forwarded to Owner prior to substantial completion of the work.

9. **Differing Site Conditions.** Should Contractor unearth or uncover any concealed condition differing materially from conditions depicted in the drawings or from conditions reasonably anticipated or inherent in the work, Contractor shall immediately stop the work and shall notify the Owner of the condition in writing. The Owner shall then issue directions. The contract time and contract price shall be equitably adjusted to
reflect adjustments in time and price caused by the unforeseen condition. However, prompt written notice by the Contractor of the condition shall be a condition precedent to such adjustments.

10. **Successors and Assigns; No Subcontracting.** Contractor shall not assign any rights under or interest in this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Controlling Law.** This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and any rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. Contractor agrees to comply with all rules, regulations, and policies applicable to its performance of the services required hereunder, expressly including all applicable policies of Owner.

12. **Entire Agreement Conflict.** This Agreement incorporates Owner's bid instructions and bid request documents along with Contractor's bid, but only to the extent that Contractor's bid is not in conflict with other contract documents and only to the extent they are attached hereto and incorporated herein as a Group Exhibit 3. This Agreement represents the entire agreement between Contractor and Owner and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Contractor, this Agreement and its exhibits shall control, followed by Owner’s bid instructions and request documents, and finally, by Contractor's bid.

13. **Prevailing Wage Act.** This contract _________________DOES _________________DOES NOT call for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department of Labor’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

14. **Prevailing Wage Act.** This contract _________________DOES _________________DOES NOT call for a Project Labor Agreement.
OWNER

KASKASKIA COLLEGE

By:

Signature: __________________________
Name: ____________________________
Title: _____________________________
Contact/Notice Information:

__________________________________
__________________________________
__________________________________
__________________________________

CONTRACTOR

NAME OF CONTRACTOR

By:

Signature: __________________________
Name: ____________________________
Title: _____________________________
Contact/Notice Information:

__________________________________
__________________________________
__________________________________
__________________________________
EXHIBIT 1

SCOPE OF WORK

IDENTIFY SCOPE OF WORK
EXHIBIT 2

CONTRACTOR’S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish Owner with Certificates of Insurance, with Owner named by endorsement as an additional insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Owner. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain “all risks” Builder’s Risk property insurance subject only to such exclusions as have been specifically approved by the Owner in writing.

A. Workers Compensation
   1. State: Statutory
   2. Applicable Federal: Statutory
   3. Employer’s Liability:
      a. $1,000,000 per Accident
      b. $1,000,000 Occupational Disease

B. Commercial Comprehensive Liability

   1. Each Occurrence: $1,000,000
   2. Products/Completed Operations Aggregate: $1,000,000
   3. Personal/Advertising Injury: $1,000,000
   4. General Aggregate: $2,000,000
   5. Policy shall include:
      a. Premises: Operations
      b. Independent Contractors Liability
      c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
      d. Contractual Liability
      e. Coverage for explosion (x), collapse I, and underground (u).
   6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor’s Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent, must include both on-going and completed operations, and shall name Kaskaskia College, its Board of Trustees, officers, employees and agents as additional insureds at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insureds as unrestricted additional insureds on the Contractor’s policy. The additional insured endorsement shall provide the following:
      a. That the coverage afforded the additional insureds will be primary and non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor.
      b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
c. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.

d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.

e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.

f. The general liability aggregate will be on a "Per Project" basis.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily injury
   a. $500,000 per person
   b. $1,000,000 per accident

2. Property damage: $500,000
   or

3. Combined Single limit: $1,000,000

D. Umbrella

1. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.

2. Umbrella Excess Liability: $1,000,000

3. Confirm that umbrella/excess liability coverage follows form of the underlying liability coverages, 

Owner's and Contractor's Protective Liability: The Owner’s and Contractor’s Protective Liability Insurance required herein shall be purchased and maintained by the Contractor. The policy shall name the Owner as named insured and, if applicable, the Architect and the Architect’s consultants as additional insureds. The insurance shall afford the same protection and be in the same amounts as required by the Commercial General Liability Insurance for the Contractor and shall protect the named insureds from all claims for bodily injury and property damage arising from its ownership of the premises and general supervision or observation of Work, including claims by employees of the Contractor, and Subcontractors or Sub-subcontractors.
EXHIBIT 3

[Attach any additional instructions or contract documents, if any].